

In the Name of Allah, The Beneficent, The Merciful

MASTER WAKALA AGREEMENT FOR INVESTMENT

between

Abu Dhabi Islamic Bank PJSC

(as the Wakil)

and

[●]

(as the Muwakkil)

Dated [●] 2015

Legal Division

Abu Dhabi Islamic Bank

This Agreement is executed on the date on the signature page between:

- (1) **Abu Dhabi Islamic Bank PJSC** (the “**Wakil**”) and;
- (2) **[●]** (the “**Muwakkil**”)

IT IS HEREBY AGREED as follows:

1. Introduction

The purpose of this Agreement is to appoint the Wakil (the agent) to be the agent of the Muwakkil (the principal) with respect to the investment of the Muwakkil’s funds in Islamically acceptable transactions as part of the Wakil’s General Pool in compliance with the rules and principles of the Islamic Shari’a as determined by the Fatwa and Shari’a Supervisory Board of Abu Dhabi Islamic Bank and embodied in this Agreement.

2. Definitions & Interpretation

- 2.1. The following terms and expressions have the meanings assigned to them herein unless the context requires otherwise:

“**Agency Fee**” means the fee due to the Wakil for each Investment Transaction as shall be specified in the Wakil Offer.

“**Agreement**” means this Master Wakala Agreement for Investment.

“**Business Day**” means a day the Muwakkil and the Wakil are open for business in Abu Dhabi.

“**Expiration Date**” means the date of expiration of this Agreement, falling one year from the date of effectiveness hereof.

“**Investment Amount**” means the amount invested in relation to an Investment Transaction.

“**Investment Date**” means the due date for payment of the Investment Amount by the Muwakkil to the Wakil in relation to an Investment Transaction, which date shall be specified in the Wakil Offer.

“**Investment Transaction**” means an individual transaction between the Muwakkil and the Wakil made pursuant to Clause 5.

“**Maturity Date**” means the date on which the Maturity Proceeds are to be paid by the Wakil to the Muwakkil, as specified in the Wakil Offer.

“**Maturity Proceeds**” means the amount due to the Muwakkil on the Maturity Date, based on the results of the Investment Transaction, calculated in accordance with the Wakil Offer.

“**Muwakkil Acceptance**” means a notice to be sent by the Muwakkil to the Wakil substantially in the form set out in the First Schedule.

“**Muwakkil Expected Profit**” means the expected profit due to the Muwakkil, based on the results of the Investment Transaction, calculated in accordance with the Wakil Offer.

“**Wakil’s General Pool**” means the pool consisting of the Wakil’s shareholders equity and all sources of funds that are constructively considered as such and the invested amounts in the various investment depository accounts, in addition to the invested amounts in the Wakala for investment accounts.

“**Wakil Offer**” means a notice to be sent by the Wakil to the Muwakkil substantially in the form set out in the First Schedule.

- 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. The headings are inserted for convenience only and shall not affect the construction hereof.

3. Conditions Precedent

Each Party shall provide the other with certified true original specimen signature(s) of the individual(s) authorized to sign on its behalf this Agreement and all other documents required in connection herewith.

4. Wakala Terms and Conditions

- 4.1. The Muwakkil hereby appoints the Wakil to be the agent of the Muwakkil for the investment of the Investment Amounts, as agreed by the Muwakkil and the Wakil from time to time, as part of the Wakil's General Pool. The Wakil is hereby authorized to enter into Islamically acceptable 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.
- 4.2. The Wakil shall be acting as agent for the Muwakkil on special purpose agency basis and on a deal by deal basis. Except as expressly provided herein or where required by law, the Wakil shall not have any authority to represent or bind the Muwakkil, or purport to do so.
- 4.3. The Wakil shall, in performing its obligations under this Agreement, look after the interests of the Muwakkil and act dutifully and in good faith and shall administer Investment Transactions with the same degree of care as it exercises with regard to similar transactions which it would administer on its own account. The Wakil shall have liability to the Muwakkil for any negligence, misconduct or violation of this Agreement or any related contracts and shall compensate the Muwakkil in respect of all actual costs or losses or expenses suffered or incurred by the Muwakkil as a consequence thereof.
- 4.4. 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 wilful misconduct or gross negligence or violation of the terms and conditions hereof or any contracts relating hereto.
- 4.5. The Wakil shall be entitled to the Agency Fees specified in the Wakil Offer in respect of each Investment Transaction.
- 4.6. If any commodities or other assets are purchased by the Wakil in implementation of any Investment Transaction, then the Wakil is hereby specifically unauthorized to repurchase such commodities or assets for itself and the Wakil shall only sell such commodities or assets to independent third parties.
- 4.7. The proceeds of any Investment Transaction or any amounts paid by the Wakil to the Muwakkil in relation to any Investment Transaction shall not constitute any obligation on the part of the Wakil to realize the same proceeds or to pay the same amounts in any subsequent Investment Transaction.

5. Implementation and Performance of each Investment Transaction

- 5.1. Prior to entering into an Investment Transaction on behalf of the Muwakkil, the Wakil shall agree with the Muwakkil on the Muwakkil Profit that is expected to be achieved on the Investment Transaction. Any amount that the Wakil earns in excess of the Muwakkil Expected Profit after deducting the Agency Fee will be retained by the Wakil as an incentive. If the Wakil finds out before entering into the Investment Transaction that the Muwakkil Expected Profit is not achievable, then the Wakil shall resort back to the Muwakkil to agree to invest at a lower rate or to discontinue the Investment Transaction.
- 5.2. 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 desire to enter into an Investment Transaction. The Wakil shall then send the Muwakkil a Wakil Offer.
- 5.3. If the Muwakkil is willing to enter into the proposed Investment Transaction, then the Muwakkil shall send the Wakil a Muwakkil Acceptance or the Muwakkil shall be deemed to have accepted the offer pursuant to the assumption (if any) provided for in the Wakil Offer.
- 5.4. The Muwakkil shall pay the Investment Amount to such account as the Wakil shall have notified the Muwakkil for value not later than the Investment Date.

- 5.5. The Wakil shall arrange for 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.
- 5.6. Subject to clause 4.4, once the Investment Amount has been paid to and invested by the Wakil, the Wakil undertakes to pay the Maturity Proceeds based on the results of the Investment Transaction to the Muwakkil on the Maturity Date free from any deductions, set off or withholdings of any kind to such account as the Muwakkil shall have notified the Wakil.
- 5.7. The currency of each Investment Transaction shall be as agreed by both parties.
- 5.8. 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 Investment Transaction may be tape recorded by the parties. Accordingly, each party (a) consents to the recording of the telephone conversations of trading, marketing and/or other personnel of the parties and their officers, employees, agents and affiliates in connection with this Agreement or any potential Investment Transaction, (b) agrees to obtain any necessary consent of and give notice of such recording to such personnel (as aforesaid) and (c) agrees that recordings may be submitted in evidence in any proceedings relating to this Agreement or any Investment Transaction (accepted or otherwise).

6. Representations and Warranties

Each party represents and warrants for the benefit of the other party from the date of this Agreement and on each Investment Date that:

- (i) it has the legal capacity to enter into this Agreement and the Investment Transactions contemplated hereunder;
- (ii) the execution by it of this Agreement has been duly authorised;
- (iii) this Agreement and each Investment Transaction contemplated hereunder will be binding and enforceable upon it and will not violate the terms of any other Agreement to which it is a party; and
- (iv) it has and will at all times maintain all authorizations, approvals and licenses required to enable it lawfully to perform its obligations under this Agreement.

7. General Provisions

7.1. Notices

- 7.1.1. A notice shall be deemed to have been given when received.
- 7.1.2. Any notice received on a day, which is not a Business Day for the addressee shall be deemed to have been given at its opening on the next succeeding Business Day.
- 7.1.3. Particulars of communication are set out in the Third schedule.
- 7.1.4. The two parties hereby agree to indemnify and hold each other harmless against all direct liabilities, actual costs, claims, losses, damages or expenses which either party may suffer or incur as a result of acting upon any instructions received by fax under the signature of the other party or a purportedly authorised officer or representative of that party.
- 7.1.5. This Agreement constitutes the entire Agreement between the two parties. The two Parties' acceptance of this Agreement confirms that neither party has relied upon any representation not recorded in this Agreement.

7.2. Termination

- 7.2.1. The Expiration Date shall be automatically extended by a further period or periods of one year each unless either party notifies the other in writing not less than 30 days prior to any such expiry date of its wish not to extend the validity of this Agreement, in which case this Agreement shall expire upon the then forthcoming expiry date. No expiry or early termination (as the case may be) shall affect the rights and obligations of either party hereunder in relation to any outstanding Investment Transaction upon which the conditions of this Agreement shall remain applicable until such Investment Transaction is completely settled.
- 7.2.2. If the Muwakkil wishes to terminate an Investment Transaction prior to the Maturity Date, the Muwakkil shall immediately send the Wakil a termination notice in the form set out in the Second Schedule. The Wakil may accept or reject such termination.

8. Governing Law and Jurisdiction

- 8.1. This Agreement shall be governed by the laws of the United Arab Emirates as to matters not specifically provided for herein to the extent such laws do not conflict with the rules and principles of the Islamic Shari'a as set out in the Shari'a Standards of the Organization of Accounting and Auditing Organization of the Islamic Financial Institutions (AAOIFI), as interpreted by the Abu Dhabi Islamic Bank Shari'a Fatwa and Supervisory Board.
- 8.2. The courts of the UAE shall have non-exclusive jurisdiction to settle any dispute in connection to this agreement. The parties hereby submit to the non-exclusive jurisdiction of UAE courts.

THE FIRST SCHEDULE
Form of Wakil Offer and Muwakkil Acceptance

WAKIL OFFER

Date: [●]

From: [●]

To: [●]

Subject: Master Wakala Agreement for Investment dated [●] (the "Master Wakala Agreement")

We refer to the Master Wakala Agreement (terms defined therein shall have the same meaning herein) and to your instructions, in which you indicated your wish to enter into an Investment Transaction with us. We make our offer to you in this connection as follows:

1. Investment Amount: [●].
2. Investment Date: [●].
3. Maturity Date: [●].
4. Agency Fee: AED 100.
5. We will invest the Investment Amount in transactions which may generate for you a Muwakkil Expected Profit of [●] % per annum of the Investment Amount. Any profit exceeding this amount after the deduction of the Agency Fee will be ours as an incentive.
6. This offer is conditional upon receipt by us of the Investment Amount in cleared funds no later than the Investment Date. Please authorize us to debit your account with us or credit the amount to our following account: [●], or authorize us to debit the Investment Amount from the Maturity Proceeds of the last Investment Transaction. You shall be deemed to have accepted this offer if you deposit the Investment Amount in our above-indicated account in the above-indicated date. You shall also be deemed to have accepted this offer if you do not withdraw the equivalent of the Investment Amount from the Maturity Proceeds of the last Investment Transaction by the Investment Date, in which case the Investment Amount shall be debited from the Maturity Proceeds of the last Investment Transaction if they are sufficient for this purpose or from the amounts deposited in any of your accounts with us. You shall further be deemed to have accepted this offer if you leave on the Investment Date the equivalent of the Investment Amount in the amounts deposited in any of your accounts with us, in which case the Investment Amount shall be debited from such amounts. The above shall be applicable unless you indicate otherwise in the herein below Muwakkil Acceptance form.

Authorized Signatory for and on behalf of

[●]

Name: _____

Date: _____

MUWAKKIL ACCEPTANCE

Date: [●]

From: [●]

To: [●]

1. We accept the above terms.
2. In respect of the Investment Amount, on the Investment Date [please tick one only]:
 - Please debit our following account with you: [●].
 - We will credit the amount to your above specified account.
 - Please deduct the Investment Amount from the Maturity Proceeds of the last Investment Transaction.
3. On the Maturity Date, please credit the Maturity Proceeds to the following account: [●]

Authorized Signatory for and on behalf of

[●]

Name: _____

Date: _____

THE SECOND SCHEDULE
Form of Early Termination by Muwakkil

NOTICE OF TERMINATION

Date: [●]

From: [●]

To: [●]

Subject: Master Wakala Agreement for Investment dated [●] (the “Master Wakala Agreement”)

We refer to the Master Wakala Agreement (terms defined in which shall have the same meanings herein) and the Investment Transaction executed by effect of the Wakil Offer dated [●] and the Muwakkil Acceptance dated [●].

We hereby notify you that we wish to terminate the Investment Transaction and that the “**New Maturity Date**” shall be _____ instead of the previously agreed Maturity Date.

It is hereby understood and agreed by us that the Wakil incentive for the term of the Investment Transaction up to the New Maturity Date shall be adjusted to become any profit exceeding [●]% per annum of the investment amount (after the deduction of the Agency Fee).

Authorized Signatory for and on behalf of

[●]

Name: _____

Date: _____

WAKIL ACCEPTANCE OF TERMINATION NOTICE

Date: [●]

From: [●]

To: [●]

We hereby accept the above terms.

Authorized Signatory for and on behalf of

[●]

Name: _____

Date: _____

THE THIRD SCHEDULE
Particulars of Communication

The Muwakkil: [●]

Attention: [●]

Postal Address: [●]

Telephone: [●]

Fax: [●]

Email: [●]

SWIFT: [●]

REUTERS DEALING SYSTEM: [●]

The Wakil: Abu Dhabi Islamic Bank PJSC

Attention: Head of Treasury, Investment & Funds Operations

Postal Address:

Abu Dhabi Islamic Bank PJSC

Sheikha Fatima Towers,

King Abdullah Bin Abdulaziz Al Saud Street, Al Bateen

PO Box 313,

Abu Dhabi,

United Arab Emirates

Telephone: +971 2-6100431; +971 2-6100304; +971 2-6100150

Fax: +971 2-6672085

Email : TreasuryOperation@adib.ae

SWIFT: ABDIAEAD

REUTERS DEALING SYSTEM: ADIB

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

Signatures

For and on behalf of
ABU DHABI ISLAMIC BANK

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

For and on behalf of

[●]

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____