



This Agreement is made on the date of applying of Bede portal for the CBB deferral by and between:

1. Bede B.S.C. "Closed", P.O. 266 Manama, Kingdom of Bahrain (**"FIRST PARTY"**)
2. Customer (**"SECOND PARTY"**)

Herein referred to individually as the "Party" and jointly as the "Parties".

3. Preface

- a) Whereas the FIRST PARTY is a financing company licensed by the Central Bank of Bahrain, which conducts its dealings under its articles of association and in accordance with the provisions of the Islamic Sharia Law.
- b) Whereas the FIRST PARTY deals with Eiger Trading Advisors Limited (the "financial intermediary") to enter into transactions of buying and selling commodities and assets in the local and international markets.
- c) Whereas, the FIRST PARTY owns the commodities that are in line with the provisions of Islamic Sharia Law which the FIRST PARTY offers to sell to the SECOND PARTY, pursuant to the offer to sell document in Schedule 3;
- d) Whereas, the SECOND PARTY applied to the FIRST PARTY by requesting for a financing process through the FIRST PARTY'S portal ("Bede Portal"), .
- e) Whereas the SECOND PARTY has accepted to buy the Commodity pursuant to the acceptance of sale document detailed in Schedule 4 and to the terms stipulated herein.

NOW THEREFORE, in consideration of the mutual covenants, undertakings, representations and warranties contained herein, and other good and valuable considerations, receipt of which is hereby acknowledged, the Parties acknowledge their eligibility to contract and agree to the following:



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4. Preamble

The above preamble and the financing declaration form provided with this Agreement shall deem as an integral part of this Agreement and shall be read and interpreted with it.

5. Commodity

The SECOND PARTY acknowledges the nature of the Commodity, and will accept to purchase them voluntarily in their current condition.

The SECOND PARTY acknowledges that they did not obtain from the FIRST PARTY any condition, guarantee, or pledge of any kind about the Commodity and relieves the FIRST PARTY from any obligation to guarantee against hidden defects that may appear in the sold goods which may lead to a reduction of the value thereof. In such event, the SECOND PARTY waives any right to claim for any compensation with respect to the defect, the value of the commodity or any damage caused as a result of the defect.

Commodity Murabaha Mechanism: The FIRST PARTY shall sell the Commodity to the SECOND PARTY under this Agreement and notify the financial intermediary to transfer the ownership of the Commodity to the SECOND PARTY. The FIRST PARTY shall issue a certificate under the name of the SECOND PARTY (the "Commodity Holding Certificate"). After the SECOND PARTY receives the Commodity Holding Certificate, the FIRST PARTY shall contact the financial intermediary and issue the necessary instructions to the financial intermediary to dispose the Commodity on behalf of the SECOND PARTY.

6. Approval of the sale, its amount, and Method of Payment

Both parties agreed that the FIRST PARTY shall sell the Commodity to the SECOND PARTY for the total price included in Schedule 1 of this Agreement.

The SECOND PARTY agrees and undertakes to pay the total amount of sale to the FIRST PARTY in monthly installments along with a profit as per the installment schedule set out in Schedule 1.

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The SECOND PARTY acknowledges the FIRST PARTY's right to determine the value of the deducted/ diverted/ waived profits by the FIRST PARTY, which shall be determined in accordance with the sharia standards and regulations applied by the FIRST PARTY and the CBB regulations.

The amounts payable to the FIRST PARTY in respect of the administrative fees mentioned above, shall be exclusive of VAT leviable by the law and any other tax payable, including without limitation the VAT, corporate income tax, deduction tax, indirect taxes, etc., that may be imposed by any public authority or governmental organization on any issue related to this Agreement. The SECOND PARTY shall bear the tax payable of any kind and shall be liable to increase the amount due in favor of the FIRST PARTY in the amount equivalent to the amount of the tax. The SECOND PARTY irrevocably authorizes the FIRST PARTY to deduct an amount equivalent to the tax amount from the finance amount granted to it.

The SECOND PARTY may opt for early settlement of any or all amounts as included in Schedule 1. In this event, the SECOND PARTY will notify the FIRST PARTY through the Bede App and will follow the necessary instructions to action such settlement. The FIRST PARTY fees and charges shall apply in the event of an early settlement or payment. The early settlement amount shall be calculated in accordance with CBB regulations.

7. Breach and Rescission

The SECOND PARTY acknowledges that this Agreement shall only come into effect after all elements of the financing process, as determined by the FIRST PARTY, are completed. In the event that the financing process is not completed, for any reason, this Agreement shall be rescinded.

In the event of a breach of any of the Agreement obligations by the SECOND PARTY, or if the SECOND PARTY defaults in paying any of the due installments, in whole or in part, after the lapse of one month from the relevant installment's due date as set out in Schedule 1, all remaining installments shall be due in full and payable immediately without any notification and the FIRST PARTY shall have the right to resort to the competent judicial authorities to claim payment.

The FIRST PARTY may at its discretion terminate this Agreement immediately and request the SECOND PARTY to pay all the due remaining amounts under this Agreement, including compensation for any actual losses, costs or damages, so that the total delayed amount in addition to the entire remaining amount under this Agreement and the compensation is deemed to be paid immediately without prejudice to the right of the FIRST PARTY stipulated in the above paragraph.

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The SECOND PARTY agrees to bear all fees, costs, and actual expenses related to collecting these amounts. The SECOND PARTY's signature on this Agreement shall be considered an express and final acknowledgment of the contents of this clause.

8. General Terms

8.1 The SECOND PARTY acknowledges and agrees that by virtue of entering into this Agreement, the SECOND PARTY accepts to enter into and be bound by the terms of the Agency Agreement as set out in Schedule 2, hereby appointing the financial intermediary as a commodity agent. The acceptance of terms of the Agency Agreement is legally binding between the SECOND PARTY and the financial intermediary.

8.2 The SECOND PARTY acknowledges that the FIRST PARTY is authorized to disclose all or any of its personal data to third parties for all purposes related to the sale or purchase of the commodities under this Agreement.

8.3 The SECOND PARTY undertakes to notify the FIRST PARTY in writing without delay in the event of any change in its address or place of work.

8.4 The attachments and any other documents agreed upon in writing by the Parties at a later stage shall be deemed an integral part of this Agreement. The Parties also warrant that all documents/information/undertakings/guarantees/covenants provided for the purposes of the conclusion of this Agreement are true and shall bear the consequences of any deficiency or defect in the same.

8.5 The SECOND PARTY may request the complaint and dispute guideline from the Bede App in the event of any unsatisfactory service.

9. Jurisdiction and Applicable Law

This Agreement shall be governed and interpreted by the laws of the Kingdom of Bahrain in a manner that does not contravene the provisions of Islamic Sharia Law. The courts of the Kingdom of Bahrain shall have exclusive jurisdiction to consider any dispute or disagreement arising from this Agreement. The parties agree that the principle of paying usury/interest contradicts Islamic Sharia Law's principles. If the courts of the Kingdom of Bahrain impose the payment of usury/interest or any amount of the nature of interest/usury,

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whether by contract or law, on any Party; the Parties now irrevocably waive and refuse without any condition to charge the other party interest or any amount of interest/usury nature.

This Agreement has been issued electronically; each Party has received a copy of it. This Agreement has been drawn up in Arabic at the request of the SECOND PARTY.

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