

FORM OF MURABAHA CONTRACT

This Murabaha Contract is dated 08/11/2022 (the "Effective Date") and made be between:

- (1) Mashreq Al Islami, Islamic Banking Division of Mashreqbank psc (the "Bank"); and
- (2) M/s Zad Holding Company a company duly organised and existing under the laws of Qatar (the "Client").

1. Terms defined in the Commodity Murabaha Supplement entered into between the Bank and the Client on or prior to the date of this Murabaha Contract (the "**Commodity Murabaha Supplement**") have the same meaning in this Murabaha Contract.

2. This is a Murabaha Contract created pursuant to Clause 3.1(D) (*Murabaha Contract*) of the Commodity Murabaha Supplement

3. The Bank hereby offers to enter into a Transaction whereby the Bank shall sell Commodities to the Client on the following terms:

- (A) Commodities : LME Copper Grade A, 1,700 Metric Tonnes
- (B) Place of Delivery: TO THE CLIENT'S ACCOUNT
- (C) Supplier: DD & CO limited.
- (D) Cost Price: QAR 50,516,700.00
- (E) [Commitment Margin]: N/A
- (F) Cost and Expenses Incurred as a result of Client delay: NIL
- (G) Other Fees and Expenses: N/A
- (H) Profit Rate: 6 Month QIBOR (2.5000000) + 1.25% p.a. = 3.7500000%
- (I) Profit: 08th November, 2022 to 07th May, 2023 (180 days)
= QAR947,188.13
- (J) Sale Price (D+E+F+I): QAR51,463,888.13

The Sale Price shall be payable to the following account 011941000032

The Sale Price shall be paid by the Client per the schedule of payment as set out below:

No.	Payment Dates	Amount
1	07 th May 2023	QAR51,463,888.13

(K) Maturity Date (is 180 days (Tenor) from the Effective Date): 07th May 2023

(L) Security Deposit: N/A

4. The Client hereby represents and warrants that the repeating representations as set out in the Common Terms Agreement are valid, true and correct as at the date of this Murabaha Contract.

5. The Client hereby accepts the offer by the Bank to sell the Commodities to the Client and agrees to pay the Sale Price according to the above schedule of payment.

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6. The Client hereby confirms receipt of the Commodities and confirms that the Commodities are suitable for the purpose for which the Commodities has been purchased by the Client.
7. In the event of any conflict between this Murabaha Contract, the Murabaha MIFA and the Commodity Murabaha Supplement, the terms of this Murabaha Contract will prevail.
8. This Murabaha Contract shall be governed by and construed in accordance with the laws of the Emirate of Dubai and the applicable federal laws of the United Arab Emirates.

The Bank

Mohamed Salman

For and on behalf of
Mashreq Al Islami, Islamic Banking Division of
Mashreqbank psc

Name:

Title: Mohamed Salman -
RM 16151

The Client

For and on behalf of
M/s Zad Holding Company

Name:

Title:

Instruction to the Bank as agent of the Client

The Client refers to the Commodity Agency Agreement entered into between the Bank and the Client on or prior to the date of this Murabaha Contract (the "Commodity Agency Agreement").

The Client hereby instructs the Bank to on-sell the Commodities purchased pursuant to this Murabaha Contract for and on behalf the Client as the Client's agent in accordance with the Commodity Agency Agreement.

The proceeds of such on-sale shall be credited by the Bank (as agent for and on behalf of the Client) to the following account 011941000032.

Yours faithfully,

For and on behalf of
M/s Zad Holding Company

Name:

Title:

شركة زاد القابضة
Zad Holding Company

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FORM OF NOTICE OF INTENT (COMMODITIES)

From: M/s Zad Holding Company, a company duly organised and existing under the laws of Qatar (the "Client")

To: Mashreq Al Islami, Islamic Banking Division of Mashreqbank psc (the "Bank")

Date: 08/11/2022

Dear Sirs,

Commodity Murabaha Supplement entered into between the Bank and the Client on or prior to the date of this notice (the "Commodity Murabaha Supplement")

We refer to the Commodity Murabaha Supplement. Terms defined in the Commodity Murabaha Supplement have the same meaning in this notice.

This is a Notice of Intent sent pursuant to clause 3.1(A) (*Notice of Intent*) of the Commodity Murabaha Supplement. With effect from the date of this Notice of Intent, we wish to enter into a Transaction on the following terms:

- | | |
|------------------------|---|
| (A) Commodities: | LME Copper Grade A, 1,700 Metric Tonnes |
| (B) Place of delivery: | TO THE CLIENT'S ACCOUNT |
| (C) Cost Price: | QAR51,463,888.13 |
| (D) Commitment Margin: | NIL |
| (E) Tenor: | 180 days following the Effective Date. |

We hereby irrevocably and unconditionally undertake to purchase the specified Commodities from the Bank on the Commencement Date in accordance with the terms of the Commodity Murabaha Supplement and for the Sale Price.

We agree that if we fail to purchase the specified Commodities in accordance with the terms of the Murabaha MIFA and the Commodity Murabaha Supplement, we shall immediately indemnify the Bank for all costs, losses and other expenses incurred by the Bank in relation to arranging such sale.

We hereby undertake to be liable for and immediately indemnify the Bank against any and all actions, omissions or defaults of the Agent including the Agent's compliance or non compliance with the applicable regulations and/or the Agency Agreement.

This Notice of Intent shall be governed by and construed in accordance with the laws of the Emirate of Dubai and the applicable federal laws of the United Arab Emirates.

Yours faithfully,

For and on behalf of
M/s. Zad Holding Company
Name:
Title:




شركة زاد القابضة
Zad Holding Company