

Detailed below are the terms and conditions governing the Sukuk Prihatin (“**Terms and Conditions**”). Investors are advised to request, read and also understand the information disclosed in the Knowledge Pack before deciding to invest. All the terms used in this Terms and Conditions shall have the same meaning as defined in Other Terms and Conditions stated herein.



**GOVERNMENT OF MALAYSIA  
TERMS AND CONDITIONS OF SUKUK PRIHATIN**

1.	<b>Issuer</b>	Government of Malaysia (“ <b>Government</b> ”)
2.	<b>Instrument</b>	Sukuk Prihatin (Scripless)
3.	<b>Utilisation of Proceeds</b>	Proceeds from the Sukuk Prihatin will be channelled to the Kumpulan Wang COVID-19 to finance measures announced in the economic stimulus packages and recovery plan to address the COVID-19 crisis.
4.	<b>Sukuk Size</b>	Up to RM500 million in nominal value
5.	<b>Issue Date</b>	22 September 2020
6.	<b>Islamic Principle</b>	Commodity Murabahah (via Tawarruq)
7.	<b>Tenure/ Maturity Date</b>	The Sukuk Prihatin will have a maturity of 2 years and will mature on 22 September 2022.
8.	<b>Eligible Buyer/Applicant</b>	<ol style="list-style-type: none"> <li>1) A Malaysian who is at least 18 years old at the closing date of the offering; or</li> <li>2) A company or corporation incorporated in Malaysia (excluding all Financial Institution(s) (as defined herein) and Capital Markets and Services License holder carrying on the business of fund management under the Capital Markets and Services Act 2007); or</li> <li>3) A cooperative, foundation, sole proprietorship, partnership, association or other incorporated bodies operating in Malaysia; or</li> <li>4) A trustee that is registered as a member of the Association of Trust Companies Malaysia (“<b>Registered Trustee</b>”), who acts on behalf of Eligible Buyer/ Applicant that falls under item (1), (2) and (3) above.</li> </ol> <p>Notes:</p> <ol style="list-style-type: none"> <li>(a) Application from persons under 18 years of age and entities other than company or corporations referred to in (2) and (3) above will not be accepted.</li> <li>(b) Application made by a Registered Trustee shall be subjected to the terms and condition set out in Other Terms and Conditions.</li> </ol>

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		<p>(c) Any application for a third party by any person who is not a Registered Trustee will not be allowed.</p> <p>Notwithstanding the above, the Government at its discretion may include any Financial Institution(s) incorporated in Malaysia as Eligible Buyer/Applicant for the Sukuk Prihatin for the purpose of underwriting any amount required for the issuance of Sukuk Prihatin, as it deems necessary.</p> <p>In respect of the eligibility, it is the sole responsibility of the Applicant to ensure that they fall within the above eligibility criteria before making any application for subscription of the Sukuk Prihatin. Any application that does not meet the above eligibility criteria will be rejected and refund will be made by the Primary Distribution Bank in accordance with the Notifications provision below.</p>
9.	<b>Profit Rate</b>	2.0% per annum (fixed throughout the tenure).
10.	<b>Frequency of Profit Payments to Investors</b>	<p>Quarterly from the Issue Date. The first profit payment will be on 22 December 2020.</p> <p>Profit payment will be credited directly into the Sukukholders’ account by the Primary Distribution Bank.</p>
11.	<b>Minimum subscription amount</b>	<p>Each subscription/ application (initial or any subsequent subscription/ application thereafter) shall be at least a minimum of RM500 and in multiples of RM100.</p> <p>Any subscription/ application which is not in multiples of RM100 will be automatically rounded down to the nearest RM100 multiple by BNM and the excess shall be refunded by the Primary Distribution Bank to the Applicant via online transfer. Any subscription/ application that does not meet the minimum subscription/ application amount required shall not be accepted and shall be refunded to the Applicant accordingly by the Primary Distribution Bank.</p>
12.	<b>Maximum amount of Subscription</b>	No maximum amount.
13.	<b>Subscription Period</b>	18 <sup>th</sup> August to 17 <sup>th</sup> September 2020
14.	<b>Redemption</b>	<p>Sukukholders may redeem the Sukuk Prihatin at nominal value only on the stated maturity date. The principal amount will be credited directly to Sukukholders’ account on the maturity date by the Primary Distribution Bank.</p> <p>Sukukholders may also waive the principal amount (in part or in full) due on maturity date as a contribution to any Government trust account, approved by the Government (“<b>Government Trust Account</b>”).</p>

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15.	<b>Transferability and Assignability</b>	The Sukuk Prihatin are non-tradable, non-transferable and non-assignable.
16.	<b>Option to Waive the Principal Amount due on Maturity Date as a Contribution to the Government</b>	<p>Sukukholders may exercise their discretionary right to waive the principal amount due (in part or in full) on maturity date, as a contribution to any Government Trust Account, either upfront during the application process (choose to donate in full) or within forty-five (45) calendar days of the said 21<sup>st</sup> monthly e-statement date (choose to donate in part or in full).</p> <p>The Sukukholders will be reminded in their 21<sup>st</sup> monthly e-statement to make a final decision either to waive the principal amount (in part or in full) or to receive the principal amount due (in part or in full). The Sukukholders may contact their respective Distribution Banks (please refer to the respective Distribution Banks’ website for further information) within forty-five (45) calendar days of the said 21<sup>st</sup> monthly e-statement date to exercise the option or opt out from making the contribution or make changes to the amount that the Sukukholders intend to waive and contribute in respect of the principal amount due on the maturity date.</p> <p>Should there be no changes made by the Sukukholders relating to the waived principal amount of the Sukuk Prihatin (option as selected during the application process) the Primary Distribution Bank will act in accordance with the confirmation it received during the application of the Sukuk Prihatin in relation to the principal amount due on maturity date.</p> <p>Applicant is advised to read and understand the mechanism for waiver of the principal amount due on the maturity date in the Frequently Asked Questions (“<b>FAQs</b>”) section of the Knowledge Pack.</p>
17.	<b>Tax Treatment Accorded to the Sukukholders</b>	<p>a) In respect of Profit from the Sukuk Prihatin: -</p> <ul style="list-style-type: none"> <li>(i) All profit from the sukuk will be tax exempted.</li> <li>(ii) This exemption is only applicable to Eligible Buyer/Applicant stated herein and is not applicable to:- <ul style="list-style-type: none"> <li>1) All Financial Institution(s) (as defined herein) and Capital Markets and Services License holder carrying on the business of fund management under the Capital Markets and Services Act 2007; and</li> <li>2) Registered Trustee who acts on behalf of Eligible Buyer/ Applicant.</li> </ul> </li> <li>(iii) Each Sukukholder is required to keep the e-statement of the Sukuk Prihatin for tax exemption purposes.</li> </ul> <p>b) In respect of waiver of the principal amount of Sukuk Prihatin:-</p> <ul style="list-style-type: none"> <li>(i) Applicable only to the Eligible Buyer/Applicant stated herein who chooses to waive the principal amount (in part/ in full)</li> </ul>

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		<p>as a contribution to the Government on the maturity date and is not applicable to: -</p> <ol style="list-style-type: none"> <li>1) All Financial Institution(s)(as defined herein) and Capital Markets and Services License holder carrying on the business of fund management under the Capital Markets and Services Act 2007; and</li> <li>2) Registered Trustee who acts on behalf of Eligible Buyer/ Applicant.</li> </ol> <p>(ii) The waived amount in (b)(i) will be allowed as deduction in the basis period for that year of assessment where the redemption of Sukuk Prihatin is made.</p> <p>(iii) Each Sukukholder is required to keep records on confirmation of the application to exercise the option to waive the principal amount as proof for tax deduction claim purposes</p>
18.	<b>Primary Distribution Bank</b>	Malayan Banking Berhad (“ <b>Maybank</b> ”)
19.	<b>Distribution Banks</b>	The participating banks as listed in Appendix I to the Terms and Conditions herein.
20.	<b>Payment Service Provider</b>	Payments Network Malaysia Sdn Bhd (“ <b>PayNet</b> ”), the operators of JomPAY and DuitNow.
21.	<b>Distribution Channels of the Distribution Banks</b>	<p>Internet and mobile banking platform of the Distribution Banks via JomPAY or DuitNow. Applicant has to be existing customer of the relevant Distribution Banks and is to follow the instructions as required depending on the respective internet banking platform of the relevant Distribution Banks for the subscription of the Sukuk Prihatin. Please refer to the FAQs in the Knowledge Pack.</p> <p>The Applicant is advised to read the Knowledge Pack carefully and make the application for the Sukuk Prihatin offering only via the Distribution Banks and using the distribution channels offered by the respective Distribution Banks.</p>
22.	<b>Payment Method</b>	The respective Distribution Banks will immediately debit the Applicant’s account with the respective Distribution Banks the amount equivalent to the subscription amount applied for the Sukuk Prihatin.
23.	<b>Notifications</b>	(i) For unsuccessful/ rejection to the application, notice shall be sent by the Primary Distribution Bank to the email registered by the Applicant during the application process via either JomPAY or DuitNow of the respective Applicant’s Distribution Banks’ internet banking platform within fourteen (14) business days from the closing of the offering date of the Sukuk Prihatin. Pending receipt of such official notification from the Primary Distribution Bank, refund amount arising thereof, will be credited to the Applicant’s

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		<p>account within five (5) business days from the date of application of the Sukuk Prihatin</p> <p>(ii) For successful applications, notice shall be sent by the Primary Distribution Bank to the email registered by the Applicant during the application process via either JomPAY or DuitNow of the respective Applicant’s Distribution Banks’ internet banking platform within fourteen (14) business days from the closing of the offering date of the Sukuk Prihatin (“<b>Subscription Notice</b>”). Refund amount (if any) arising from the rounding down of the application amount to meet the multiples of RM100 requirement, will be credited to the Applicant’s account within five (5) business days from the date of application of the Sukuk Prihatin</p> <p><i><b>Disclaimer:</b> The Primary Distribution Bank shall not be liable for any information error(s) transmitted by the Distribution Banks or error(s) made by the Applicant in the course of making application via JomPAY/ or DuitNow (as the case may be)</i></p>
24.	<p><b>Proof of Application / Certificates/ e-Statements</b></p>	<p>An Applicant’s application for the Sukuk Prihatin is confirmed when the completed transaction notice appears on the screen once the payment is completed. A copy of the transaction notice can be printed from the online banking platform of the respective Applicant’s Distribution Banks as a proof for application made for the Sukuk Prihatin (“<b>Proof of Application</b>”).</p> <p>Proof of Application is not by itself conclusive of successful subscription of the Sukuk Prihatin. Only upon receipt of the Subscription Notice will an applicant be deemed a successful Sukuk Prihatin Applicant (“<b>Successful Sukuk Prihatin Applicant</b>”) and also a Sukukholder of the Sukuk Prihatin.</p> <p>The Proof of Application and the Subscription Notice needs to be kept as a record by the Applicant and the Successful Sukuk Prihatin Applicant (as the case may be) at all times, to facilitate any refund claims or as proof of successful subscription of the Sukuk Prihatin (as the case may be).</p> <p>To evidence the investment/ownership of the Sukuk Prihatin and the Sukukholders’ entitlement to the Profit Payment, each Sukukholder will receive monthly e-statement via e-mail registered by the Applicant during the application from the Primary Distribution Bank. This e-statement is essential to the Sukukholders for tax claim purposes (equivalent to tax voucher).</p>
25.	<p><b>Governing Laws</b></p>	<p>Laws of Malaysia</p>

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## OTHER TERMS AND CONDITIONS

THIS OTHER TERMS AND CONDITIONS SHALL BE READ IN CONJUNCTION WITH THE TERMS AND CONDITIONS OF THE SUKUK PRIHATIN. THE SUKUKHOLDERS SHALL BE BOUND BY THE TERMS STATED HEREIN THROUGHOUT THE TENURE OF THE SUKUK PRIHATIN

### Definitions

In this Terms and Conditions, the following shall have the following meanings:-

“**Anti-Corruption Laws**” means all applicable laws, rules and regulations relating to bribery and corruption including Malaysian Anti-Corruption Commission Act 2009, the US Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010;

“**Anti-Money Laundering Laws**” means all applicable laws and regulations relating to anti-money laundering, anti-terrorism financing and proceeds of unlawful activities including the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001;

“**Authorities**” means BNM, the SC, the Police or any other regulatory authorities;

“**CMSA**” means Capital Markets and Services Act 2007;

“**BNM**” means Bank Negara Malaysia, the central bank of Malaysia;

“**Commodity(ies)**” refers to a Shariah compliant commodity as BNM deems fit for the Commodity Murabahah transaction;

“**DNFBP and NBFI**” means Designated Non-Financial Businesses and Professions and other Non-Bank Financial Institutions in Malaysia;

“**Distribution Banks**” refers to the participating banks where distribution of the Sukuk Prihatin will be made and authorised as a depository institution solely for the Sukuk Prihatin transaction in accordance to the GFA;

“**Financial Institution(s)**” means licensed banks licensed investment banks and licensed insurers under the Financial Services Act, 2013, licensed Islamic banks, licensed takaful operators and licensed international takaful operators under the Islamic Financial Services Act, 2013 or prescribed development financial institutions under the Development Financial Institutions Act 2002 and those entities as listed in Part 1 of Schedule 4 of the CMSA;

“**GFA**” means Government Funding Act 1983 and any orders, rules, regulations or instrument made thereunder;

“**Insolvency Matter**” means:

- (i) an act of bankruptcy or insolvency has been committed by the Sukukholder;
- (ii) a petition for winding up or bankruptcy which has been presented against the Sukukholder, its director(s)(if applicable) or its partner(s)(if applicable); or
- (iii) the Sukukholder, its director(s) (if applicable), partner(s)(if applicable) is wound up or adjudicated bankrupt;

“**Knowledge Pack**” refers to the information disclosure pack dated 18 August 2020 in relation to the Sukuk Prihatin;

“**Murabahah (Cost-Plus Sale)**” - A contract that refers to the sale and purchase of assets whereby the cost and profit margin (mark-up) are made known.

“**PDPA**” means the Personal Data Protection Act 2010 and any orders, rules, regulations or instrument made thereunder;

“**Primary Distribution Bank**”, “**us**” or “**we**” means Malayan Banking Berhad (Registration No: 196001000142) as appointed and authorised as a primary investing institution solely for the Sukuk Prihatin transaction in accordance to the GFA;

“**Police**” refers to the Royal Malaysian Police;

“**SC**” means the Securities Commission Malaysia;

“**Sukukholder(s)**” means the holders of the Sukuk Prihatin;

“**Tawarruq (Tripartite Sale)**” - Purchasing a commodity on a deferred price and then selling it to a third party for cash.

“**Terms and Conditions**” means these terms and conditions of the Sukuk Prihatin

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1.	<p><b>Change of email addresses/ bank account details (from the same bank)</b></p>	<p>a) The Sukukholders shall immediately notify any changes to the Distribution Banks by contacting them accordingly (please refer to the respective Distribution Banks’ website for further information) where request for such changes can be made within forty-five (45) calendar days from the closing of the offering date of the Sukuk Prihatin (the “<b>Period</b>”). Such notification shall be effective only upon receipt of such request via maintenance form by the Primary Distribution Bank from any of the Distribution Banks on behalf of the Sukukholders. Upon receipt of such request, the Primary Distribution Bank shall reflect such changes in its database accordingly. The respective Distribution Banks is responsible to perform the required validation process upon receipt of such request from the Sukukholders at their end before submitting the maintenance form to the Primary Distribution Bank for processing and updating of the information accordingly.</p> <p>b) The Government and its agent (as may be appointed for the Sukuk Prihatin) are entitled to assume that such particulars provided at the point of application of the Sukuk Prihatin is correct, valid and accurate if no notification is received informing otherwise within the Period.</p>
2.	<p><b>Privacy Act</b></p>	<p>a) Each Applicant to the Sukuk Prihatin acknowledges and agrees that they shall be bound by the respective PDPA policies of the relevant Distribution Banks, Primary Distribution Bank, BNM &amp; PayNet (the “<b>Parties</b>”). The Primary Distribution Bank’s PDPA policies can be found at <a href="https://www.maybank2u.com.my/iwovresources/maybank/document/my/en/personal/PDPA-mbb.pdf">https://www.maybank2u.com.my/iwovresources/maybank/document/my/en/personal/PDPA-mbb.pdf</a> whilst PayNet’s privacy policy can be found at <a href="https://www.paynet.my/privacy-policy.html">https://www.paynet.my/privacy-policy.html</a></p> <p>b) When the Applicant apply for subscription of the Sukuk Prihatin, they are deemed to have consented to the use, processing, sharing, maintaining, storing and retaining of their personal and other disclosed data for the Sukuk Prihatin. The consented usage includes by the Issuer, Distribution Banks, Primary Distribution Bank, BNM and PayNet and other parties involved in the Sukuk Prihatin.</p> <p>c) If the Sukukholders disclose information of other individual apart from themselves for the Sukuk Prihatin, they hereby warrant that they have obtained the consent of all such individual to the provision of their data to the Parties for the aforementioned purposes and for disclosure to such aforesaid parties. Apart from the purpose for which disclosure is made, the only other instances where the Sukukholders’ information will be disclosed are when it is:</p> <ul style="list-style-type: none"> <li>(i) required by law including under any legislation or regulation, government agency or court order; or</li> <li>(ii) required by BNM or the Primary Distribution Bank for the purposes of completing, verifying or restricting any transaction made by them; or</li> </ul>

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		<p>(iii) authorised by the Sukukholders for clarification of their transaction records; or</p> <p>(iv) made to the Credit Bureau pursuant to any requests by BNM.</p> <p>The consent given herein shall survive the Sukukholders’ demise, insolvency, incapacity and the termination of this Terms and Conditions.</p>
3.	<p><b>Distribution Banks and Primary Distribution Banks’ right to debit or credit the respective account of the Sukukholders (as the case may be)</b></p>	<p>a) The Sukukholders agree that the Distribution Banks have the right to withhold and/or debit the Sukukholders’ account with the respective Distribution Banks in such manner the Distribution Banks deem fit, any sum that has been credited by the Primary Distribution Bank or the Distribution Banks (as the case may be) into the Sukukholders account as and when ordered to do so through any court order and/or where required by any law, regulations, directions and/or requirements of any authorities.</p> <p>b) The Sukukholders agree for payments or transfers that they make/receive through any channels of the network operated by PayNet shall be processed under the rules and operating procedures of PayNet (collectively “<b>Rules</b>”).</p> <p>c) The Sukukholders also acknowledge that for any disputed transfer or payment (e.g. due to error, wrong or misleading information or due to scams), the Distribution Banks or the Primary Distribution Bank (as the case may be) shall follow the Rules and shall exercise such rights given by the Rules including debiting the disputed amount from the Sukukholders’ account and remit it back to the transferor if the Sukukholders failed to substantiate the ownership to such amount. The Distribution Banks or the Primary Distribution Bank also will have the right to earmark the disputed amount upon notice of the dispute.</p> <p>d) The Sukukholders agree that neither the Distribution Banks nor the Primary Distribution Bank shall be liable for any claim, loss, damages, penalty, charges, cost and expense suffered or incurred by the Sukukholders in relation to Distribution Banks or the Primary Distribution Bank complying with the Rules.</p>
4.	<p><b>Communications/ Information</b></p>	<p>a) The Sukukholders agree that, at their request, the Distribution Banks are authorised to release information relating to their account and holdings of the Sukuk Prihatin via telephone, telex or facsimile to the Sukukholders.</p> <p>b) The Sukukholders authorise the Primary Distribution Bank to send any account information, updates and reminders pertaining to their holdings of the Sukuk Prihatin via email to the email address which have been provided to the Primary Distribution Bank, including any other updates that the Primary Distribution Bank may make available from time to time during the tenure of the Sukuk Prihatin. BNM shall not be made liable for the Primary Distribution Bank’s failure to send any such information, updates and reminders pertaining to the holdings of the Sukuk Prihatin.</p>



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		<p>c) The Primary Distribution Bank is authorised to rely and act on confirmation received from the Distribution Banks, on any information provided and authorised to treat any confirmation which the Primary Distribution Bank in its discretion believes came from the Sukukholders (via the Distribution Banks), as fully authorised by the Sukukholders and to rely and act on it and the Primary Distribution Bank shall not be liable for any loss suffered by the Sukukholders if such confirmation did not in fact come from them.</p>
<p>5.</p>	<p><b>Statement of holdings of Sukuk Prihatin</b></p>	<p>a) A statement of holdings of the Sukuk Prihatin (“<b>e-statement</b>”) will be sent via email by the Primary Distribution Bank to the Sukukholders via email on monthly basis.</p> <p>b) The Sukukholders agree that all e-statements and any other documents that may be related to the holdings of Sukuk Prihatin shall be retained by the Issuer and Primary Distribution Bank in accordance with their respective retention policy.</p>
<p>6.</p>	<p><b>Anti- Corruption, Anti-Money Laundering and Sanctions Law</b></p>	<p>The Sukukholders hereby represent and warrant to the Issuer, Primary Distribution Bank, Distribution Banks, PayNet and BNM that:-</p> <p><b>a) Anti-Corruption Laws</b></p> <p>It shall at all times operate the accounts registered for the purpose of its holdings of the Sukuk Prihatin (“<b>Account</b>”) in compliance with all applicable Anti-Corruption Laws, policies and regulations.</p> <p><b>b) Anti-Money Laundering Laws</b></p> <p>(i) None of the funds moving to and from the Account represent proceeds of, or will be used for an unlawful; activity as defined in the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001[Act 613].</p> <p>(ii) During the tenure of these Sukuk Prihatin, they will not operate the Account to:-</p> <ol style="list-style-type: none"> <li>1) engage directly or indirectly, in a transaction involving an unlawful activity;</li> <li>2) conceal or disguise the true nature of any unlawful activity; and/or</li> <li>3) utilise any monies from the Account for any money laundering or other unlawful purpose.</li> </ol> <p><b>c) Sanctions</b></p> <p>(i) To the best of its knowledge that it is not (i) currently subject to any sanctions administered or enforced by Malaysia, the United States of America, OFAC the United Nations Security Council or other relevant sanctions authority (collectively “<b>Sanctions</b>”), or (ii) located or resident in a country or territory that is the</p>

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		<p>subject of United States of America OFAC Sanctions.</p> <p>(ii) It will not directly or indirectly, make available in any way any proceeds of any cash withdrawal to any individual or entity which is a subject of the Sanctions.</p>
7.	<b>Agency Agreement for the Commodity Murabahah transaction of the Sukuk Prihatin</b>	<p>(i) Pursuant to the Agency Agreement for the Commodity Murabahah transaction of the Sukuk Prihatin, the Sukukholders hereby agree to appoint BNM to act as its agent on their behalf to undertake the Commodity Murabahah transaction and to act on its behalf for all matters relating to the purchase or sale of the Commodity(ies) in relation to the issuance of the Sukuk Prihatin.</p> <p>(ii) Please refer to the Agency Agreement for the Commodity Murabahah Transaction for the Sukuk Prihatin (as attached herein as Appendix II) for the full terms and conditions governing the appointment of BNM as agent for the Sukukholders.</p> <p>(iii) The Commodity Murabahah transaction will be done in the following manner:-</p> <p>a) BNM shall act as agent of the Sukukholders to purchase the Commodity(ies) on spot basis.</p> <p>b) upon completion of the purchase, BNM on behalf of the Sukukholders will sell the Commodity(ies) to the Government at a cost plus mark-up price to be paid on deferred payment basis.</p> <p>1) the obligation in contract form of the Government to settle the sale price is evidenced in the form of the Sukuk Prihatin issued to the Sukukholders; and</p> <p>2) profit from the sale represents the profit of the Sukuk Prihatin, will be paid periodically on quarterly basis. On the maturity date of the Sukuk Prihatin, the Government will pay the principal amount and final profit payable to the Sukukholders, to redeem the Sukuk Prihatin; and</p> <p>(iv) BNM as the agent of the Government will sell the Commodity(ies) at cost price on spot basis and remit the cash to the Government.</p>
8.	<b>Miscellaneous</b>	
a)	<b>Enquiries/ Complaints</b>	Should the Sukukholder have any queries, concerns or complaints in relation to their holdings of the Sukuk Prihatin, they may contact the respective Distribution Banks (via the Distribution Banks’ call centre) where application for the subscription was made as listed in the Appendices of the Knowledge Pack.
b)	<b>Other Terms Specific to the Holdings of Sukuk Prihatin</b>	(i) Any application and/or subscription of the Sukuk Prihatin by a partnership or sole proprietorship shall be dealt with based on the details as provided to the Primary Distribution Bank at the point of application

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		<p>is made via the respective Distribution Banks and the Primary Distribution Bank is entitled to assume that there's no change in the membership of the firm whether by death, bankruptcy, retirement or otherwise and/or the admission of new partner(s) and/or termination of any power(s) of any partner(s) of the partnership firm.</p> <p>The Sukukholders hereby agree that upon death of any one of the partnership member, the Primary Distribution Bank shall decide on the next course of action in relation to the holding of the Sukuk Prihatin at its discretion.</p> <p>(ii) In the event of death, bankruptcy or insanity of any of individual Sukukholder, the holdings of the Sukuk Prihatin may be claimed and paid to the survivor(s) subject to any statutory compliance (if required) with the relevant legislation prevailing at such time or any court order subject to the Primary Distribution Bank being indemnified by the survivor(s) against any claim that may be made against the Primary Distribution Bank as a result of the Primary Distribution Bank making such payment.</p> <p>(iii) The Primary Distribution Bank may reasonably at its discretion, suspend any payments to be made pursuant to any holdings of the Sukuk Prihatin by any Sukukholder for any reason, unless it is prohibited by law. Those reasons include:-</p> <ul style="list-style-type: none"><li>a) a report has been lodged to the Authorities against the Sukukholder or the Account by any person including the Primary Distribution Bank and the Primary Distribution Bank is expressly instructed to suspend the payment;</li><li>b) an investigation is being conducted by the Authorities or by the Primary Distribution Bank against the Sukukholder or the Account and payment is instructed to be withheld pending completion of such investigation;</li><li>c) failure to inform the Primary Distribution Bank of any change in the Sukukholder's personal particulars such as the contact numbers and email address;</li><li>d) the death of the Sukukholder, where the prevailing inheritance law will take precedence;</li><li>e) the Primary Distribution Bank received directive from any Authorities, a court order or other legal documents prohibiting the Account from being operated or payments to be made to the Account.</li></ul> <p>(iv) The Primary Distribution Bank will exercise its reasonable discretion whether to notify the Sukukholder on the above suspension. The suspension can only be uplifted at the discretion of the Primary Distribution Bank and substantiated by the relevant documents as may be requested by the Primary Distribution Bank.</p>
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<p><b>c)</b></p>	<p><b>Subscription by a Trustee on behalf of the beneficiary(ies) to the Sukuk Prihatin</b></p>	<p>(i) Only application made by the Registered Trustee will be accepted for the purpose of the Sukuk Prihatin.</p> <p>(ii) In relation to any subscription of the Sukuk Prihatin by a Registered Trustee on behalf of any of its beneficiary(ies), the Primary Distribution Bank, the Distribution Banks, BNM and the Issuer shall be entitled to rely on the following:-</p> <p>(a) That the Registered Trustee has confirmed to the Distribution Banks on the required “Know Your Clients” (“<b>KYC</b>”) checking pursuant to AMLA requirements and/or AML/CFT policy documents issued for the DNFBPs (Anti-Money Laundering, Countering Financing of Terrorism and Targeted Financial Sanctions for Designated Non-Financial Businesses and Professions (DNFBPs) &amp; Non-Bank Financial Institutions (NBFIs) (AML/CFT and TFS for DNFBPs and NBFIs) and other relevant documents issued by BNM during the on-boarding process;</p> <p>(b) That pursuant to any declaration made / issued to the respective Registered Trustee in relation to the KYC requirement during the on-boarding process to the Distribution Banks, the beneficiary(ies) is neither engaged in any unlawful activity nor are the monies obtained from any illegal source or related to any illegal activity; and</p> <p>(c) The beneficiary(ies) subscribing to the Sukuk Prihatin satisfies the eligibility criteria stated in this Terms and Conditions of the Sukuk Prihatin.</p> <p>(d) Each of the Distribution Banks and the Primary Distribution Bank shall not be responsible and liable for any loss or damages incurred by any party involved in the Sukuk Prihatin in the event the Registered Trustee applying/ subscribing to the Sukuk Prihatin fails to comply with the obligations under paragraph (c) above in relation to such application / subscription (as the case may be).</p>
<p><b>d)</b></p>	<p><b>Obligations Several</b></p>	<p>Each of the Distribution Banks and the Primary Distribution Bank have their respective roles and obligations which are distinct separate and several and shall not be joint or joint and several.</p> <p>None of the banks shall be responsible for the performance of the obligations of the other bank and any breach, non-performance or default by one bank shall not constitute a breach, non-performance or default by the other. Each bank shall be responsible and liable only for its own actions and omissions and one bank shall not be responsible for the failure by the other banks to meet their obligations under this Terms and Conditions. Nothing in these Terms and Conditions shall be construed as constituting and evidencing a partnership between the banks.</p> <p>Without prejudice to the generality of the above, the obligation on conducting the KYC background check and customer due diligence shall be the responsibility of the respective Distribution Banks through their existing</p>

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		<p>internal on-boarding process and procedures, including undertaking the background check in accordance with the Anti-Money Laundering Laws.</p> <p>The Primary Distribution Bank will assume that all personal data or such other data disclosed on the Applicant is true and correct when received and will make reliance on the relevant checking done by the respective Distribution Banks and shall not be responsible and/or accountable for any error(s) or inaccurate data provided in relation the Applicant by the Distribution Banks.</p>
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END OF TERMS AND CONDITIONS

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## APPENDIX I

### LIST OF DISTRIBUTION BANKS

	Distribution Banks	E-Channels Offered			
		JomPAY		DuitNow	
		Retail	Corporate	Retail	Corporate
1	Affin Bank Berhad			✓	✓
2	Agrobank	✓	✓	✓	✓
3	Alliance Bank Malaysia Berhad	✓	✓	✓	✓
4	Al-Rajhi Banking & Investment Corporation (Malaysia) Berhad			✓	✓
5	AmBank (M) Berhad	✓	✓	✓	✓
6	Bank Islam Malaysia Berhad	✓	✓	✓	
7	Bank Muamalat Malaysia Berhad	✓	✓	✓	✓
8	CIMB Bank Berhad	✓	✓	✓	
9	Hong Leong Bank Berhad			✓	✓
10	Malayan Banking Berhad	✓	✓	✓	✓
11	MBSB Bank Berhad	✓	✓	✓	✓
12	Public Bank Berhad	✓	✓	✓	✓
13	RHB Bank Berhad	✓	✓	✓	✓
14	Bank Kerjasama Rakyat Malaysia Berhad	✓	✓	✓	
15	Bank Simpanan Nasional	✓	✓		
16	Bank of China (Malaysia) Berhad	✓	✓	✓	✓
17	MUFG Bank (Malaysia) Berhad		✓		✓
18	BNP Paribas Malaysia Berhad		✓		
19	Citibank Berhad	✓		✓	
20	Deutsche Bank (Malaysia) Berhad		✓		
21	HSBC Bank Malaysia Berhad	✓	✓	✓	✓
22	Industrial and Commercial Bank of China (Malaysia) Berhad	✓	✓	✓	✓
23	Mizuho Bank (Malaysia) Berhad				✓
24	OCBC Bank (Malaysia) Berhad	✓	✓		✓
25	Standard Chartered Bank Malaysia Berhad	✓	✓		
26	Sumitomo Mitsui Banking Corporation Malaysia Berhad		✓		
27	United Overseas Bank (Malaysia) Berhad	✓	✓		

Notes: Please refer to the Knowledge pack for further details on the Distribution Banks’ respective transaction limit

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## APPENDIX II

### **AGENCY AGREEMENT FOR THE COMMODITY MURABAHAH TRANSACTION FOR THE SUKUK PRIHATIN**

We, the successful applicants for the Sukuk Prihatin (hereinafter referred to as “Successful Sukuk Prihatin Applicants”) hereby appoint Bank Negara Malaysia (BNM) as our agent to act on our behalf for all matters relating to the purchase or sale of commodities in relation to the issuance of the Sukuk Prihatin subject to the following terms and conditions:

1. The Sukuk Prihatin is issued by the Minister of Finance pursuant to section 3 of the Government Funding Act 1983 based on Shariah principles of Murabahah.
2. The Government of Malaysia and BNM have entered into a legally binding Commodity Murabahah Agreement for the Sukuk Prihatin which governs the roles and obligations of the Government of Malaysia and BNM with respect to the issuance of the Sukuk Prihatin.
3. BNM is hereby authorised and shall, as our agent-
  - a) purchase such commodities as BNM thinks fit on wholesale basis using the proceeds of the Successful Sukuk Prihatin Applicants; or
  - b) sell the purchased commodity to the Government of Malaysia based on Shariah principles of Murabahah.
4. BNM may appoint another financial institution or any other institution as BNM deems appropriate to act on its behalf.

#### Liability

5. BNM shall not be liable for any loss, costs, liabilities or expenses arising under this Agency Agreement for the Commodity Murabahah Transaction for the Sukuk Prihatin (hereinafter referred to as the “Agreement”) unless it acts grossly negligent in performing its obligations under the Agreement.

#### Termination

6. This Agreement shall be terminated in accordance with the following terms and conditions:
  - (a) by BNM giving the Successful Sukuk Prihatin Applicants seven (7) Business Days prior written notice; or
  - (b) by mutual agreement of the parties; or
  - (c) where the Commodity Murabahah Agreement for the Sukuk Prihatin is terminated in accordance with its terms.

The termination of this Agreement shall not affect the parties’ accrued rights and obligations hereunder.

#### Force Majeure

7. If the fulfillment of the terms and conditions of this Agreement is rendered impossible due to force majeure events, i.e. extraordinary and unforeseen circumstances which are beyond BNM’s reasonable control, BNM shall not be liable for any delay in performance of its obligations, but shall not be released from the obligations under this Agreement. BNM shall promptly inform the Successful Sukuk Prihatin Applicants of the circumstances and shall use all reasonable endeavours to comply with its obligations or provide alternate performance reasonably acceptable to the Successful Sukuk Prihatin Applicants. In the event such incapacitation continues for a period of fourteen (14) days from the date of the first such force majeure event, the parties shall have the right to terminate the Agreement after making mutually agreeable reasonable settlements. For avoidance of doubt, force majeure events shall include war or hostilities, any state of riots, civil commotion, earthquake, flood, fire, tempest, pandemic and any other natural disaster or any event beyond the reasonable control of the parties.

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#### Governing Law

8. This Agreement shall be governed by and construed in accordance with the laws of Malaysia.

#### No waiver of rights

9. A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

#### Severability

10. If at any time any provision of this Agreement becomes illegal, unlawful, invalid or unenforceable in any respect under the laws of Malaysia, the legality, validity or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

#### Entire Agreement

11. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter.