

JARIAH FUND TERMS AND CONDITIONS

The terms and conditions shall govern Jariah Fund Crowdfunding which binds the Charity Partner (“Terms and Conditions/T&Cs”). The T&Cs shall be read together with the Letter of Appointment and its addenda (if any), pamphlets, brochures or other relevant terms and conditions issued by Bank Muamalat Malaysia Berhad (“the Bank”) from time to time. The Charity Partner hereby agrees to comply and be bound by the operations manuals and/or additional regulations, including all appendices thereto (“Operating Regulations”) as notified to the Charity Partner as such may be amended from time to time.

The Bank and the Charity Partner shall collectively be referred to as “Parties” and individually referred to as “Party”.

The Parties hereby agree that the Charity Partner shall perform the Scope of Services as mentioned in **Clause 3** of the T&Cs (“Services”) subject to the following terms and conditions:

**1. DEFINITIONS AND INTERPRETATIONS**

1.1 In this T&Cs, unless the contrary intention appears, defined terms used in the T&Cs shall have the meanings assigned thereto:

Authority	all necessary licences, consents, permissions, authorities, registrations and permits the Charity Partner to perform the Services stated in the Agreement;
Beneficiaries	the qualified recipient of Fund that fulfil requirements to receive the donation for the purpose of Campaign as solely approved by the Bank;
Business Continuity Plan	refers to the plan that has been put into place by the Charity Partner or its relevant approved agent/ representatives/sub-contractor in order to ensure the continuity of the provision of the Services to the Bank in accordance with the agreed requirements, at all times, including, in the event of any of the disaster scenarios/possibilities herein, which for the avoidance of doubt

	includes a force majeure event, which plan (and report of any testing carried out in relation there) is to be provided to the Bank for record purposes which shall, among others state details of the disaster recovery arrangement, site(s), etc;
Business Day(s)	means any calendar day from Mondays to Fridays except public holiday in Kuala Lumpur, unless stated otherwise;
Campaign	the Crowdfunding project for charity with the purpose of education, health, economic empowerment (micro enterprise) for the benefit of Beneficiaries which was proposed by the Charity Partner and has been approved by the Bank;
Charity Partner	the Non-Governmental Organisation (NGO), association, club or other registered social entity that is registered under Companies Act 2016 or Societies Act 1966 or any other relevant Laws and appointed by the Bank to perform the Services;
Charity Project	project for charity proposed by the Charity Partner for the Bank’s approval;
Confidential Information	all know-how and any other type of information forwarded to a Party herein on the understanding that such information is to be treated as confidential and includes, but is not limited to all communications, correspondence, memos, reports, minutes of meetings, surveys, test reports, findings and any other form or type of information produced, generated, collated or

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	stored, whether in oral, written or electronic format as a result of or arising out of the T&Cs by either Party hereto;		
Completion of Campaign	when Fund is fully raised by the Donor as per the amount decided by the Parties or in the event the Duration of the Services has ended, the date whichever comes earlier;		
Completion Date	the date of Completion of Campaign;		
Crowdfunding	funding for Campaign by raising money from the Donor to be transferred to Beneficiaries;		
Donor	the individual, organization or government or any party which donates for the Crowdfunding;		
Effective Date of Services	as stipulated in <b>Clause 3</b> of Letter of Appointment;		
Fund	cash or asset raised from the Crowdfunding, subject to the needs of Beneficiaries as decided by the Bank for each Campaign;		
Event of Force Majeure	<p>an event, condition or circumstance which;</p> <ol style="list-style-type: none"> <li>1. is beyond the reasonable control of and occurs without fault or negligence on the part of the Party claiming it as a Force Majeure event, and</li> <li>2. causes a delay or disruption in the performance of any obligation under this Agreement despite the best efforts of the Party claiming it as a Force Majeure event to prevent it and/or mitigate its effects, and subject to satisfying the foregoing criteria, it means the following:-                             <ol style="list-style-type: none"> <li>a. acts of public enemies or terrorists or acts</li> </ol> </li> </ol>		<p>of war, whether or not war is declared, acts of force by a foreign nation or embargo;</p> <ol style="list-style-type: none"> <li>b. public disorders, insurrection, rebellion, riots or violent demonstrations;</li> <li>c. explosions, fire, earthquakes, landslides, subsidence and/or other natural calamities and acts of God; and</li> <li>d. Force Majeure events as mentioned above shall cover a wider latitude and the unavoidable, unforeseeable and irresistible events like an Epidemic, Pandemic, communicable disease outbreak and communicable virulent diseases.</li> </ol> <p>but, with no prejudice to other clauses in this Agreement, Force Majeure Events do not include any risk or event in respect of which the Charity Partner is required to guard against or prevent as part of their obligations under this Agreement;</p>
		Intellectual Property Rights	means (including but not limited to) any patent, copyright, design right, trade mark, service mark, trade dress, trade name, goodwill, geographical indication, integrated circuit layout-design right, know-how, confidential information,

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	trade secret, any application (whether pending in process or issued) for any of the foregoing, and any other industrial, intellectual property or protected right similar to the foregoing (whether registered, registrable or unregistered) in any country and in any form, media or technology now known or later developed;		Affairs, Ministry of Information, Ministry of Local Government and Housing Development and Persatuan Insurans Am Malaysia;
Laws	any present or future law and legislation and any constitution, decree, judgment, legislation, order, ordinance, statute, treaty, directive, by-law, rule or regulation;	Zakat Committee	a special committee formed by the Bank, established to manage and administer the donation relating to zakat, <i>infaq</i> and unrecognized income to be distributed to the relevant recipients;
Non-completion of Campaign	when Campaign has not been fully funded and/or the Duration of Campaign has lapsed;	Transfer	the act to handover of Fund to Beneficiaries;
Objective	Campaign's purpose which is to help Beneficiaries by raising Fund through Crowdfunding;	Platform	Jariah Fund websites and applications to facilitate Campaign;
Regulators	refers to regulators having control over the Bank, including but not limited to, Bank Negara Malaysia ("BNM"), Securities Commission, Bursa Malaysia, the Association of Banks Malaysia, Association of Islamic Banking Institutions Malaysia, Shariah Advisory Council of BNM, Association of Finance Companies Malaysia, Association of Hire Purchase Companies in Malaysia, Financial Information Services Sdn Bhd, Credit Guarantee Corporation, Malaysian Deposit Insurance Corporation, Labuan Offshore Authority, Ministry of Finance, Ministry of Domestic Trade and Consumer	Primary Information	general information provided by the Charity Partner about Campaign, including but not limited to Fund needed for Campaign such as details of Beneficiaries and others, as may be required by the Bank from time to time
		Proof of Transfer	the evidence to prove the Transfer performed by Charity Partner i.e. the transaction receipt or for Campaign where the Fund is not in monetary value, the Charity Partner shall provide evidence i.e. the purchase order or any other valid evidence approved by the Bank;
		Report	means the progress report of Campaign provided by the Charity Partner to the Bank by using the Bank's standard template as required by the Bank from time to time; and
		Ringgit Malaysia or "RM"	means the lawful currency of Malaysia.

**2. REPRESENTATIONS, WARRANTIES & UNDERTAKINGS**

2.1 The Charity Partner hereby represents and warrants to the Bank that:

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- 2.1.1 It is a registered NGO, association, club or other registered social entity under the applicable Laws of Malaysia;
- 2.1.2 It has taken the necessary actions to authorize the entry into and performance of this Services;
- 2.1.3 It has no litigation, arbitration, tax claim, dispute or administrative proceeding presently current or pending or to its knowledge, threatened, which is likely to have a material adverse effect upon its ability to perform its obligation under this Agreement.
- 2.1.4 It has the capability to undertake the responsibilities and acknowledges that the Bank has entered into this Agreement on its representations and warranties as aforesaid.
- 2.1.5 The information it provides will be complete, accurate and up-to-date, that they do not relate to, contain, or otherwise seek to advertise the Services prohibited by the policies of the Bank or by law, and they do not violate any Laws or the right of third-parties.
- 2.2 In performing this Services, the Charity Partner undertakes to the Bank that:
  - 2.2.1 It shall comply with the terms, conditions, policies, guidelines, rules and other information and direction of the Bank from time to time.
  - 2.2.2 It shall not, directly or indirectly, engage in any fraudulent, inappropriate or unlawful activities in connection with the Services.
  - 2.2.3 It shall abide by all applicable federal and state laws, rules, and regulations, licenses or procedures pertaining to the subject matter of this Agreement, including but not limited to any tax reporting, compliance and disclosure rules, regulations and law.
  - 2.2.4 It shall supply all materials that the Bank may request in relation to this Services ("Materials") that the Bank may specify. Failing to do so, the Bank shall be entitled to revoke this agreement at any time. Materials provided by Charity Partner shall not infringe any Intellectual Property Rights or other rights.
- 3. **SCOPE OF SERVICES: THE CHARITY PARTNER**
  - 3.1 The Charity Partner shall perform services in accordance to this **Clause 3**.
  - 3.2 The Charity Partner is recommended to open an account with the Bank.
  - 3.3 The Charity Partner shall adhere to the roles and responsibilities of the Charity Partner outlined by the Bank.
  - 3.4 **Proposal of Charity Project**
    - 3.4.1 The Charity Partner shall propose a suitable Campaign to the Bank for assessment. Campaign shall ensure to fulfil the following criteria:
      - 3.4.1.1 Category of Campaign: Health/Education/Economic Empowerment
      - 3.4.1.2 Number of Campaign: Limit to 3 Campaigns at a particular time or any other number as agreed by the Bank.
      - 3.4.1.3 Duration of Campaign: Up to 2 months from acceptance of Letter of Appointment or any other period as decided by the Bank.
      - 3.4.1.4 Commencement of Campaign: Date to go live and available for Crowdfunding
      - 3.4.1.5 Fund: Up to RM10,000
      - 3.4.1.6 Location of Campaign: Within Malaysia only
      - 3.4.1.7 Beneficiaries details of Campaign: Individual/Society, Fund required, Objective, background story, marketing collaterals and other information required by the Bank
    - 3.4.2 In the event that the Bank declined the proposed Charity Project, the Charity Partner shall propose another suitable Charity Project within fourteen (14) Business Days from the date of notice submitted by the Bank.
    - 3.4.3 Upon acceptance by the Bank for the Charity Project, no amendment on the Primary Information shall be allowed except with the consent of the Bank.
    - 3.4.4 Primary Information provided by the Charity Partner must be accurate, correct and complete.
    - 3.4.5 In furtherance to **Clause 3.4.4**, The Charity Partner shall ensure that Beneficiaries' information submitted and disclosed to the Bank:
      - 3.4.5.1 does not infringe any third party Intellectual Property Rights or other rights;
      - 3.4.5.2 is in a format designated by the Bank to enable publishing onto the Platform;
      - 3.4.5.3 does not breach any law, standards, content requirements or applicable laws of conduct;
      - 3.4.5.4 does not contain any material that is defamatory, pornographic, depicts acts of violence, sexual acts or which may perpetuate hatred against any person



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- or group or have the likely effect of causing offensive harm;
- 3.4.5.5 does not contain any instructions which if implemented might cause damage or injury to any person or property;
- 3.4.5.6 not contain any material that is prohibited content as defined under the Communications and Multimedia Act 1988 and to be read together with the Malaysian Communications and Multimedia Content Code; without limiting the generality of the above, will not expose the Bank to the risk of any claim, legal or administrative action.
- 3.4.6 The Charity Partner shall obtain the consent from Beneficiaries to grant the Bank a non-exclusive, royalty-free world-wide licence to use, copy, display, transmit, publish, reproduce, adapt and communicate to the public Beneficiaries information including using it by posting it on the Platform or in publicity, marketing or internal documents for the Bank. For this purpose, such consent shall be deemed to have been made when the Charity Partner submitted the Charity Project to the Bank.
- 3.5 Managing Campaign**
- 3.5.1 The Charity Partner shall monitor the progress of project and manage the donation for Beneficiaries.
- 3.5.2 Once a Campaign is fully funded within the stipulated time, the Charity Partner shall provide another Campaign to replace the completed one within thirty (30) days or one (1) month from the Completion Date.
- 3.5.3 The Fund for each and every single Campaign must not be more than RM10,000. Any Campaign to be funded more than the prescribed amount shall obtain special approval from the Bank with valid justification.
- 3.5.4 The Charity Partner shall provide the tax exemption receipt on every successful transaction made within fourteen (14) Business Days to the Donor from the successful transaction date. The receipt must reflect the exact amount of the contribution made. The receipt shall be available and can be accessed through the logged-in profile of the Donor.
- 3.6 Provide Materials of Campaign**
- 3.6.1 The Charity Partner shall adhere to the timeline given by the Bank in providing the necessary information about Campaign as and when requested by Bank.
- 3.6.2 The Charity Partner shall provide a brief background of its association/foundation to be presented on Platform for public view.
- 3.6.3 The Charity Partner shall provide the pictures, storyboard, solution or amount needed and necessary information of Campaign to be uploaded into the Platform.
- 3.6.4 All portrayed information in the Platform must reflect actual picture and needs of Beneficiaries. Any misrepresentation, misconduct or misleading action shall lead to termination by the Bank.
- 3.6.5 Campaign shall be exclusive in this Platform and no other similar posting on other crowdfunding project or system which is similar in nature subject to the consent of the Bank.
- 3.7 Duties upon Completion of Campaign**
- 3.7.1 Once Campaign is fully funded within the Duration of Campaign, the Bank shall transfer the Fund to the Charity Partner within thirty (30) days from the Completion Date.
- 3.7.2 When the Charity Partner has received the Fund from the Bank ("Date of Receipt"), the Charity Partner shall make the Transfer to Beneficiaries within seven (7) Business Days from Date of Receipt. Notification via email shall be made to the Bank once the Transfer has been made.
- 3.7.3 When the Transfer has been made, the Charity Partner shall provide the Proof of Transfer to the Bank.
- 3.7.4 The Charity Partner shall provide Proof of the Transfer to Beneficiaries according to the agreed Commission in **Clause 6** of the Letter of Appointment to avoid any discrepancies in distributing the Fund to Beneficiaries as per Fund needed by Beneficiaries.
- Illustration:**  
*Fund raised shall be RM10,00.00 (Fund + Commission)*  
*The Fund needed: RM8,000.00.*  
*Commission for the Charity Partner: 20% (RM2,000.00)*  
*The Charity Partner shall provide the Proof of Transfer of RM10,000.00 to the Bank for the Bank's approval.*

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- 3.7.5 The Charity Partner shall provide the Report of Campaign from time to time.
  - 3.7.6 A written Report from the Charity Partner is required to ensure Beneficiaries appreciate the Fund and sustain their life.
  - 3.7.7 The Charity Partner acknowledges that the Bank's representatives shall, at any time during the term of this Agreement, have the right to independently assess the applicable site(s), Services and the performance of the same by Charity Partner.
  - 3.7.8 The Charity Partner shall provide assistance to any examination or inspection and right to visit herein will be made by prior notice at least two (2) Business Days before the site visit.
- 4. ROLES & DUTIES: THE BANK**
- 4.1 Administrator of Campaign**
- 4.1.1 The Bank shall be the administrator of the Platform to edit, publish and control any movement of the Platform.
  - 4.1.2 The Bank shall keep all the Donor and the Charity Partners' information as Confidential Information.
  - 4.1.3 The Bank shall update the Platform through the information provided by the Charity Partner to the best of its knowledge. The Bank shall not be liable for any misrepresentation or misleading information.
  - 4.1.4 The Bank shall notify the Charity Partner on the acceptance or rejection of the proposed Charity Project within three (3) Business Days from the date of proposal of Charity Project via written communication i.e. email or letter.
  - 4.1.5 The Bank shall ensure the Platform is protected from any malware, hacks or viruses.
  - 4.1.6 The Bank shall provide a secure and safe payment gateways for the Donor to contribute in Campaign.
  - 4.1.7 The Bank shall provide a convenient and transparent logged in Platform for the Donor to register prior to donating.
  - 4.1.8 The logged-in user or Donor shall have access to edit and update the profile subject to the Bank's limitation.
  - 4.1.9 The Bank shall obtain consent from the Donor to safeguard all the information under the Personal Data Protection Act 2010 and disclose any charges (if any) prior to donating.
  - 4.1.10 The Bank shall notify the Donor on each and every single transaction made either successful or not through the registered email and messages in the inbox of the Donor.
- 4.1.11 All successful transaction shall be notified to the Donor through the registered email and messages in the inbox of the Donor. An e-receipt shall be sent to the Donor.
  - 4.1.12 The amount of the successful transaction must reflect the same amount in the e-receipt.
  - 4.1.13 The Bank shall provide a fast and convenient customer service for the Donor to raise any queries. Any queries must be entertained within twenty-four (24) hours. If the queries are related to the Charity Partner or Campaign, the Bank shall liaise with the Charity Partner to respond within the timeline given.
  - 4.1.14 Campaign uploaded in the Platform must contain the pictures, storyboard, timeline, amount needed, update and forum of Campaign.
  - 4.1.15 All contribution made to Campaign must reflect a real time basis and at current.
- 4.2 Completion of Campaign**
- 4.2.1 The Bank shall notify the Donor whenever; when Campaign is fully funded or closed, the Fund has reached Beneficiaries, success stories, and another Campaign is uploaded and any other administrative updates.
  - 4.2.2 When Campaign is fully funded, the Bank shall proceed with the Transfer of Fund. The receipt of such Transfer will be forwarded to the Charity Partner.
  - 4.2.3 The Charity Partner shall deliver the Fund to Beneficiaries within 7 working days from the Completion of Campaign.
  - 4.2.4 The Charity Partner shall at all times comply with the Laws and Operating Regulations when performing its duty stated under **Clause 4.2.3**.
- 4.2.5 Administrative Fees**
- 4.2.5.1 The Parties acknowledge that the expenses will be incurred by the Charity Partner in performance of their duties stated in the Agreement. As such, the Charity Partner will be paid for the Administrative Fees incurred arising from Campaign.
  - 4.2.5.2 The Administrative Fees will be paid to the Charity Partner based on the collected Fund. The amount of payment shall be solely decided by the Bank for each Campaign.
  - 4.2.5.3 The Parties agree that the Charity Partner shall be obliged to ensure it receive payment of the Administrative Fees as

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stated under this **Clause 4.2.5**. Hence, the Charity Partner further agrees that the Bank shall not be held responsible for its failure to do so.

### 4.3 Non-Completion of Campaign

4.3.1 In the event of Non-Completion of Campaign, the Bank shall either:

- 4.3.1.1 Extend the Duration of Campaign; or
- 4.3.1.2 Close Campaign as incomplete and transfer the collected Fund to Beneficiaries; or
- 4.3.1.3 Close Campaign as incomplete and the remaining balance will be funded by the Bank.

4.3.2 In the event that Campaign has failed; the Transfer of Fund to Beneficiaries could not be performed due to demise or missing or other relevant excuses, the Fund shall be handed over or transferred to other Campaign that is similar or identical to the previous Campaign as per decision made by the Bank.

4.3.3 Any decision shall be made at sole discretion of the Bank.

### 4.4 General Roles & Duties

4.4.1 The Bank may create a platform for easy communication and instant respond from the Charity Partner such as email or any other communication platforms as agreed by the Parties.

4.4.2 The Bank shall obtain consent from the Donor prior to receiving any newsletter or sharing any marketing collaterals through the Donor's profile.

exclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed. Such license is freely assignable by the Bank at its sole discretion.

5.5 Notwithstanding any provision to the contrary (if any) contained in the terms: -

5.5.1 each Party undertakes to fully indemnify the other Party against any claim of infringement of IPR and against all costs, expenses, charges, demands, proceedings, actions, losses and damages which the other Party may incur in any action for such infringement;

5.5.2 or for which the other Party may become liable in any action being brought against the other Party arising out of the matters referred to in **Clause 5**;

5.5.3 provided that there is no breach on the part of the other Party, the other Party shall be given discretion with regards to the control of any proceedings or negotiations in connection with the claim or threatened claim and shall be exclusively entitled to appoint and instruct legal advisers and counsel in connection with any such proceedings or negotiations and to determine the forum for any such proceedings; and

5.5.4 The obligation of the Parties under this **Clause 5** shall survive the expiry or termination of the Services for whatever reason.

## 5. INTELLECTUAL PROPERTY RIGHTS (IPR)

5.1 As between the Parties, each Party retains all right, title and interest in and to its technology and Intellectual Property Rights. Neither Party acquires any rights in the foregoing from the other Party except as expressly granted under the T&Cs all other rights are reserved, and no implied licences are granted.

5.2 The T&Cs confers to the Charity Partner no rights of ownership or title, license, or other IPR in any tangible or intangible property, including software and data used, obtained, created under the T&Cs.

5.3 Each Party undertakes to promptly notify the other Party any knowledge of any alleged or actual infringement of the other Party's IPR.

5.4 Any submission to the Platform will be deemed and remain the property of the Bank. The Charity Partner grants and warrants that the owner of such content has expressly granted The Bank and its designees a royalty-free, perpetual, irrevocable, worldwide non-

## 6. FORCE MAJEURE EVENTS

6.1 Neither the Charity Partner nor the Bank shall be in breach of its obligations under the T&Cs if it is unable to perform its obligations hereunder (or any part of them), other than the payment obligations as a result of the occurrence of an Event of Force Majeure.

6.2 If an Event of Force Majeure occurs by reason of which either Party is unable to perform any of its obligations under the T&Cs (or any part thereof), the Party shall inform the other Party immediately of the occurrence of that Event of Force Majeure with full particulars thereof and the consequences thereof.

6.3 If either Party considers the Event of Force Majeure to be of such severity or to be continuing for such period of time that it effectively frustrates the original intention of the T&Cs, then the Parties may agree that the Services may be terminated upon mutual agreement of the Parties.

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- 6.4 If the Services is terminated by an Event of Force Majeure pursuant to the above clause, all rights and obligations of the Parties hereunder shall forthwith terminate and neither Party shall have any claim against the other Party and neither Party shall be liable to each other save for any rights and liabilities accruing prior to the occurrence of the Event of Force Majeure.
- 6.5 Neither Party shall be entitled to rely upon the provisions above if both Parties reasonably determine that an Event of Force Majeure has not occurred.
- 6.6 For avoidance of doubt, the Parties shall continue to perform those parts of those obligations not affected, delayed or interrupted by an Event of Force Majeure and such obligations shall, pending the outcome of this clause continue in full force and effect.
- 7. BUSINESS CONTINUITY**
- 7.1 Where applicable, the Charity Partner shall ensure that a Business Continuity Plan is in place in relation to the Services provided. This is to enable the Services to continue to run and operate and the Charity Partner to continue performing the Services in the event any disruption event occurs.
- 7.2 The Charity Partner shall ensure that the Business Continuity Plan is regularly tested at such intervals as directed by the Bank at the Bank's sole and absolute discretion to ensure smooth and uninterrupted operations, and where applicable, shall provide the results of such tests to the Bank within a time frame stipulated by the Bank or in accordance with the T&Cs.
- 7.3 The Charity Partner shall prepare the tests plan and test duration subject to the Bank's feedback and approval which test plans shall cover any matters as directed by the Bank, including but not limited to probable, adverse scenarios, and the ability to perform the Services, recovery time objectives and resumption operating capacities, escalation, activation and crisis management procedures in the event any disruption events, disaster events or any problems affecting the Services or (where applicable) the connection thereto occurs. The happening of any disruption events shall not affect the performance and continuity of the Services herein.
- 8. CONFIDENTIAL INFORMATION AND PERSONAL DATA**
- 8.1 This clause shall be read together with **Clause 7** of Letter of Appointment.
- 8.2 A Party shall not, without the prior written approval of the other Party, disclose the other Party's Confidential Information to any person.
- 8.3 A Party shall not be in breach of **Clause 8** in circumstances it is legally compelled to disclose the other Party's Confidential Information as required by law or any government or judicial authority.
- 8.4 Notwithstanding any other provision of this Clause, a Party may disclose the Confidential Information to its parent company, subsidiaries, associated companies, solicitors, auditors, insurers and accountants on a need-to-know basis, provided however that such Party shall remain liable for any breach by its parent company, subsidiaries, associated companies, solicitors, auditors, insurers and accountants of **Clause 8**.
- 8.5 A Party shall indemnify the other Party against any loss or damage, which the other Party may sustain or incur as a result of any breach of Confidential Information by such Party or its employees.
- 8.6 This **Clause 8** shall survive the expiry, completion or termination of Campaign.
- 8.7 Each Party shall comply with all applicable laws pertaining to the privacy of customer data including but not limited to Islamic Financial Services Act 2013.
- 8.8 Personal Data**
- 8.8.1 In addition to the obligations of confidentiality, each Party agrees and undertakes to the other that it shall comply with the provisions of the Personal Data Protection Act 2010 ("Act") and its regulations, by-laws, codes of practice and/or any regulatory requirements pertaining to the Act that may be issued from time to time by the regulatory authority in Malaysia in connection with any obligation hereunder which requires the Party to process personal data. For clarification, any reference of processing of personal data shall be as defined under Section 4 of the Act and in accordance with the requirements of Part II of the Act in relation to the personal data protection principles.
- 8.8.2 Each Party shall also:
- 8.8.2.1 process such data only in accordance with the other Party's lawful instructions; and
- 8.8.2.2 take appropriate technical and organisational measures against unauthorised or unlawful processing of such data and against accidental loss or destruction of or damage to such data.



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- 8.8.3 In addition to the provisions above, the Charity Partner shall obtain the necessary consent from Beneficiaries in order to allow the Bank to process the Personal Data of Beneficiaries.
- 8.8.4 The Bank shall not be liable for any claim by Beneficiaries in regards to the Charity Partner's failure to obtain consent from Beneficiaries.
- 8.8.5 The Charity Partner shall indemnify the Bank against any loss or damage, which the Bank may sustain or incur as a result of any breach of Personal Data by the Charity Partner.

**9. TERM**

- 9.1 The term of this Agreement is as stipulated in **Clause 1** of Letter of Appointment.

**10. TERMINATION**

- 10.1 For the purpose of this Agreement, the followings are the terminating events:
  - 10.1.1 any breach of an Authority or of a condition in any Authority;
  - 10.1.2 any breach of any Crowdfunding Laws or other relevant Act or Regulation by either party;
  - 10.1.3 the appointment of any type of insolvency administrator in respect of the property or affairs of either party;
  - 10.1.4 the Charity Partner or Beneficiaries has committed any act which if true, in the opinion of the Bank, would adversely affect the reputation or business of the Bank conducted on and from the Platform.
- 10.2 Without prejudice to any other rights that the Parties may have under the T&Cs or at law, either Party may terminate this Services immediately by notice in writing:
  - 10.2.1 where a Party fails to remedy a material breach of the T&Cs of which it has received at least fourteen (14) Business Days prior written notice to remedy. Such material breach includes but is not limited to where:
    - 10.2.1.1 a Party materially breaches any of its obligations, warranties, representations or undertakings as set forth in the T&Cs;
    - 10.2.1.2 a Party commits numerous breaches of its duties or obligations which collectively constitute a material breach of the T&C or which exceeds a prescribed threshold as expressly stipulated in the T&Cs;
    - 10.2.1.3 a Party unreasonably delays the performance of its obligation for any reason; or

- 10.2.1.4 a Party's action or inaction goes against the aims and objectives of this T&Cs.
- 10.2.2 where the T&Cs cannot be continued for any reason due to changes in laws or government regulations, or due to Force Majeure Event, etc. and no workarounds are possible;
- 10.2.3 where the other Party:
  - 10.2.3.1 becomes or threatens to become or is in jeopardy of becoming subject to any form of insolvency administration;
  - 10.2.3.2 ceases or threatens to cease conducting its business;
  - 10.2.3.3 convenes any meeting of its creditors;
  - 10.2.3.4 passes a resolution or suffers a petition for winding up;
  - 10.2.3.5 has a liquidator or receiver appointed over the whole or any part of its assets; or
  - 10.2.3.6 takes similar actions under laws of any jurisdiction for the general benefit of creditors of an insolvent or financially troubled subsidiary or parent company; or
  - 10.2.3.7 by the mutual agreement of both Parties.

**10.3 Termination for Convenience**

- 10.3.1 The Charity Partner acknowledges and agrees that the Bank shall have the right to terminate this Services at any time without cause, in whole or in part, by providing thirty (30) days prior written notice subject to the T&Cs.

**10.4 Effect of Termination**

- 10.4.1 Where the Services or part thereof is terminated at any time during the Services in accordance with the provisions hereunder, the Charity Partner shall, save to the extent as stipulated herein, cease the performance of its obligations hereunder.
- 10.4.2 Where the Services is (i) terminated by the Charity Partner due to the Bank's breach of the Agreement; or (ii) terminated by the Bank without cause; the Charity Partner shall as sole exclusive remedy against the Bank, be entitled to receive payment for Scope of Services carried out and that have been delivered and accepted by the Bank, which have yet to be paid as at the effective date of termination.
- 10.4.3 For the avoidance of doubt, the commission to be paid for the Services already rendered but not yet completed

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- shall be pro-rated accordingly in accordance with the terms and conditions herein. The Charity Partner shall submit the invoice and sets out the relevant details pertaining to the payment and shall be accompanied by verifying documentation.
- 10.4.4 Without limiting the rights of the Bank as stated in the foregoing, and where applicable, the Charity Partner shall provide the required termination assistance and sufficient time to the Bank to facilitate orderly transfer of the Services under this T&Cs to the Bank or another service provider at no costs to the Bank.
- 10.4.5 Confidential Information:
- 10.4.5.1 The Charity Partner shall forward/return or procure the return to the Bank of all Confidential Information as well as all copies of any documentation and materials, in all available forms, in its possession as may be related to the Bank which was otherwise provided to the Charity Partner by the Bank in relation to this Services and a duly authorised officer of the Charity Partner shall certify in writing to the Bank that it has complied with its obligations and that no copies (in whatever form) of any documentation, software, related materials or Confidential Information relating to the Bank. In the event that the Charity Partner wishes to retain any information, the Charity Partner shall provide written notification to the Bank detailing the information the Charity Partner wishes to retain, the reason for the retention and the duration of the retention, whereby the said retention shall be subjected to the Bank's express written consent and the imposition of additional conditions in relation to such retention by the Bank, and
- 10.4.5.2 The Bank shall, return the Confidential Information of the Charity Partner or, if requested by the Charity Partner, shall destroy the same and certify in writing to the Charity Partner that it has to the best of its knowledge been destroyed.
- 10.4.6 For the avoidance of doubt:
- 10.4.6.1 termination of the Services shall not prejudice a Party's rights and remedies for any antecedent breach caused by the other; and
- 10.4.6.2 the termination of the Services shall not prejudice a Party's rights and remedies for the subsequent breach by the other of any continuing obligations.
- 10.5 The Clauses in this T&Cs which (whether expressly or implicitly) are meant to survive the termination or expiry of this Services shall continue to bind the Parties following the termination or expiry of this Services.
- 10.6 In the event of a partial termination of the T&Cs pursuant to the terms herein, the Parties agree that the aforementioned Clauses on consequences of termination shall apply (in so far as it is applicable) to the portion of the T&Cs so terminated.
- 10.7 For the avoidance of doubt, any pending litigation or resolution of dispute shall not restrict or prohibit the Bank from terminating the T&Cs and taking necessary actions to ensure the continuity of its business including but not limited to appointing a third-party service provider to provide the same or similar service.
- 10.8 Upon termination or expiry of this Services for any reason the Parties shall cooperate with each other to do all things reasonably necessary to bring the arrangement under the T&Cs to an effective and expedient.
- 11. INDEMNITY**
- 11.1 The Charity Partner shall at all times release and indemnify the Bank, its representatives and agents from and against any loss (including reasonable legal costs and expenses) or liability incurred by the Bank arising from any claim, demand, suit, action or proceeding by any person against the Bank, its representatives and agents where such loss or liability arose out of, in connection with, or in respect of:
- 11.1.1 Beneficiaries information;
- 11.1.2 any breach by the Charity Partner of any Law or of a condition in any relevant authority;
- 11.1.3 any breach of any fundraising law/regulation or other relevant Act or Regulation by the Charity Partner;
- 11.1.4 any breach by the Charity Partner of this Agreement; or
- 11.1.5 any information given or representation made to the Bank prior to entering this Agreement or during or after its Term.
- 11.2 Indemnity in Favour of the Charity Partner**
- 11.2.1 The Bank shall at all times release and indemnify the Charity Partner from and against any loss (including reasonable legal costs and expenses) or liability

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incurred by the Charity Partner arising from any claim, demand, suit, action or proceeding by any person against the Charity Partner, its servants and agents where such loss or liability arose out of, in connection with, or in respect of the Bank's gross negligence and wilful conduct.

### 12. LIABILITY

12.1 The Parties will not be liable to each other or to any other third person, for any indirect, incidental, consequential, special, reliance or punitive damages or lost or imputed profits, lost data or cost of procurement of substitute services, whether liability is asserted in contract, tort (including negligence and strict product liability) indemnity or contribution, and irrespective of whether a Party has been advised of the possibility of any such loss or damage.

12.2 Nothing in the T&Cs shall limit or exclude the Charity Partner's liability in relation to claims arising out of:

- 12.2.1 death or personal injury caused by its negligence;
- 12.2.2 damage and/or loss to real or personal property caused by the negligence of the Charity Partner;
- 12.2.3 any breach of the Charity Partner and its Personnel of the confidentiality obligations stipulated in the T&Cs;
- 12.2.4 any infringement of the Intellectual or proprietary rights of the Bank or any other third party;
- 12.2.5 dishonesty, tort of deceit, gross negligence, wilful or malicious acts or omissions, misrepresentation or fraud by the Charity Partner;
- 12.2.6 indemnity in relation to any Claims brought against the Bank by a third party; and
- 12.2.7 liability which may not otherwise be limited or excluded under applicable law.

### 13. GENERAL PROVISION

13.1 Each clause or term of the T&Cs constitutes a separate and independent provision. If any of the provisions of the T&Cs are determined by any court or authority of competent jurisdiction to be void or unenforceable, in whole or in part, the remaining portions of such provisions shall continue in full force and effect.

13.2 The T&Cs shall exclusively govern the Services between the Parties and shall override any conflicting, amending and/or additional terms contained in other documents which have been or may hereafter be issued by the Charity Partner.

13.3 The Charity Partner agrees that the Bank may partner with other Charity Partner for any other arrangements at any time.

13.4 The T&Cs may not be assigned and may only be amended with the written consent of the Parties.

13.5 For the avoidance of doubt, either Party shall not act on behalf of the other Party except where expressly stated herein.

13.6 The Parties shall, in performing its obligation mentioned herein, comply with all laws, authorisations and notices of the Regulator(s), supervisory bodies and/or any governmental agencies.

13.7 The Parties shall cooperate with each other in good faith in order to achieve the objectives set forth in the T&Cs, and shall exercise their best efforts to accommodate each other requests, as long as the same are reasonable and within their capacity to fulfil.

13.8 The Parties shall resolve any issue, which is not expressly addressed herein in the spirit of co-operation and good faith.

13.9 Each of the Parties shall respectively bear their own costs in connection to the T&Cs.

### 14. DISPUTE RESOLUTIONS

14.1 Each Party shall each designate in writing to the other Party a representative who shall be authorised to resolve any dispute arising under the T&Cs in an equitable manner and, unless otherwise expressly provided in the Terms and Conditions, to exercise authority of the Party which appointed him to make decisions by mutual agreement.

14.2 If the designated representatives are unable to resolve any dispute arising under the T&Cs, this dispute shall be referred by the representatives, respectively, to a senior officer designated by the Charity Partner and a senior officer designated by the Bank for resolution. If both senior officers agree, all or part of the dispute may be referred to an expert in the subject matter for advice or resolution on terms to be agreed by such senior officers.

14.3 If any decision on a dispute is mutually agreed by the designated representatives of the Parties pursuant to sub-clause a or sub-clause above, such decision shall be deemed final, conclusive and binding on the Parties.

14.4 The Parties hereby agree to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner. For the purpose of resolving disputes, the Parties further agree to allow reasonable access to each other subject to a reasonable written notice, during normal business hours to any

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and/or non-privileged records, information and data pertaining to any such disputes.

- 14.5 Where any such dispute cannot be resolved or settled amicably, the Parties shall refer such disputes at the mutual election of the Parties to either mediation, arbitration or to a Malaysian court of competent jurisdiction. Where the Parties are unable to mutually agree to a dispute resolution process, the default shall be resolution by way of mediation followed by arbitration should the mediation be unsuccessful.
- 14.6 Where the resolution is to be by way of arbitration, the same shall be held under the auspices of the Asian International Arbitration Centre (AIAC) and conducted in accordance with the AIAC Arbitration Rules. Such Arbitration shall be presided by one (1) arbitrator who shall be appointed by the Parties. The decision of the arbitrators shall be final and binding on the Parties,
- 14.7 The reference of any matter, dispute or claim to arbitration pursuant to or the continuance of any arbitration proceedings consequent thereto shall in no way operate as a waiver of the obligations of the Parties to perform their respective obligations under the T&Cs and pending the outcome of the decision of the arbitrator, the Parties hereto shall continue with their respective responsibilities under the T&Cs.
- 14.8 Nothing in this Clause will prevent a Party from seeking urgent equitable relief before an appropriate court.

**15. AUDIT**

- 15.1 The Charity Partner shall maintain all reports, records, accounts and such other materials relating to this Agreement and/or the Services under this Agreement (collectively, the "Reports and Materials") such records and books as are necessary:
- 15.1.1 to demonstrate the Charity Partner's compliance with its obligations under this Agreement; and
- 15.1.2 verify the performance of the Services in accordance with this Agreement.
- These Reports and Materials shall be made available to the Bank (including its auditor or authorised person) for inspection or verification of audit trails and the Bank (including its auditor or authorised person) shall be provided with access to such Reports and Materials.
- 15.2 Notwithstanding the Reports and Materials, the Charity Partner shall promptly notify the Bank in writing in the event the Charity

Partner becomes aware of a situation or adverse development where it has failed to comply or that is likely to materially affect the Charity Partner's ability to comply with the obligations under this Agreement. The written notification to the Bank shall at least include the situation, impact or expected impact of such situation and Charity Partner's action plan to mitigate or remove the impact of such situation, and all the actions taken in dealing with such situation.

- 15.3 Subject to sub-Clause 4, the Charity Partner agrees that the Bank, its designees and the relevant Regulator's representatives, auditors and inspectors shall at all times and subject to reasonable prior notice, have the rights to inspect and audit site(s), documents, data, systems and records relating to the Services provided by the Charity Partner, conduct interview with the Charity Partner's personnel and obtain any such document, data, report and records relating to the Agreement.
- 15.4 Notwithstanding anything herein including sub-Clause 2, the Charity Partner hereby expressly acknowledges and agrees that the relevant Regulators shall, at any time during the currency of this Agreement, have the right to independently assess, regardless of the location, the Services and the performance of the same by the Charity Partner. The Charity Partner acknowledges that any examination, inspection or right to audit herein will be made by prior notice only where possible at the discretion of the Regulators but otherwise shall not be subject to any notice requirements where it is conducted by the relevant Regulators.
- 15.5 The Charity Partner agrees that the Bank's representatives have the right to inspect and audit site(s), documents, data, and records relating to the Services provided by the Charity Partner, conduct interview with Beneficiaries and obtain any such document, data, report and records relating to the Services.
- 15.6 Should any weaknesses whatsoever be detected pursuant to an audit, such weaknesses so detected will be documented by the said auditors and thereafter, the Charity Partner shall, within a time limit to be specified by the Bank or such extended time to be mutually agreed upon, rectify or cause the same to be rectified to the satisfaction of



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the Bank and at no additional cost, failing which, the Bank shall subject to determination via the agreed Dispute Resolution process, have the right to terminate this Agreement at its discretion.

15.7 The right to audit herein shall continue for so long as the Bank receives any of the Services from the Charity Partner.

### 16. NOTICES

16.1 Unless provided otherwise in the T&Cs, notices herein shall be in writing and may be given by despatch, by registered or ordinary post or by facsimile to the respective addresses and contact numbers of the Parties hereinbefore mentioned or any other addresses and contact numbers which a Party may notify the other of from time to time.

16.2 Notices will be deemed given by one Party to the other:

16.2.1 in the case of hand delivery, upon written acknowledgement of the notice by the receiving Party;

16.2.2 in the case of registered or ordinary post, within five (5) Business Days from the date of posting;

16.2.3 in the case of facsimile, upon receipt of the confirmation of the transmission from the transmitting machine on a Business Day and on the next Business Day following the transmission if the day of transmission is not a Business Day.

### 17. AMENDMENT

17.1 No amendment or variation of the T&Cs shall be effective unless it is in writing and consented by both Parties in writing.

### 18. TIME

18.1 Time wherever mentioned herein shall be of the essence of the T&Cs.

### 19. PRESS RELEASES/PUBLICITY

19.1 The Charity Partner shall seek consent from the Bank before any public announcement is made in regard to the discussion, the existence of any agreement between both Parties or involving the Bank, their plans and all similar matters. No press release shall be issued by the Charity Partner in regard to the matters addressed herein which has not also been approved by the Bank.

### 20. GOVERNING LAW

20.1 The T&Cs shall be governed by and construed in accordance with the laws of Malaysia.

### 21. LANGUAGE

21.1 In the event of any conflict in the interpretation of the T&Cs and any translation of it in any language, the English version of the T&Cs shall prevail.

### 22. ANTI-MONEY LAUNDERING AND ANTI-TERRORISM FINANCING ACT 2001 (ACT 613)

22.1 The Charity Partner hereby warrants that it has been operating and shall conduct its operation in compliance with the money laundering requirements of all applicable governmental authorities and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental authority, including but not limited to the Anti-Money Laundering Anti-Terrorism Financing And Proceeds Of Unlawful Activities Act 2001 (collectively, "AML/CFT"). In this regard, the Charity Partner agrees that it will not:

22.1.1 engage, directly or indirectly, in any transaction that involves proceeds of any unlawful activity;

22.1.2 acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose, use, remove from or bring into Malaysia proceeds of any unlawful activity; or

22.1.3 conceal, disguise or impede the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of any unlawful activity.

22.2 The Charity Partner further warrants that no action, suit or proceeding by or before any court or governmental authority or any arbitrator involving the Charity Partner with respect to AML/CFT is pending or, to the best knowledge of the Charity Partner.