



penjana

Pelan Jana Semula Ekonomi Negara

SUKUK PRIHATIN KNOWLEDGE PACK

INVESTORS ARE ADVISED TO READ AND UNDERSTAND THE CONTENTS OF THIS KNOWLEDGE PACK. FOR MORE INFORMATION, PLEASE CONSULT YOUR PROFESSIONAL ADVISER.

18 AUGUST 2020



Important Notice

This document is prepared for investors' information purposes only on the Sukuk to be issued by the Government of Malaysia (“Sukuk Prihatin”).

The information within this document does not constitute an offer, recommendation or solicitation to buy or sell the Sukuk Prihatin elaborated in this document. It does not claim to contain any advice or complete information on Sukuk Prihatin, nor is it a substitute for professional investment advice. As such, it is strongly recommended that you seek professional advice with regard to the investment and the risks associated with investing in the Sukuk Prihatin.

Please note that the information contained in this document is deemed to be accurate to the best of our knowledge as of the date of publication as stated on the front cover.

The Sukuk Prihatin is an investment product (in the form of fixed income securities) offered only to the Malaysian and company/corporation incorporated in Malaysia and a trustee (subject to conditions in the terms and conditions), cooperative, foundation, sole proprietor, partnership, association or other incorporated bodies operating in Malaysia. Investors should not rely on the information contained in this document and are urged to do your own research as deemed appropriate before making any investment decision. Factual statements in this document are made as of the date stated and are subject to change without notice.

INVESTORS SHOULD RELY ON THEIR OWN EVALUATION TO ASSESS THE MERITS AND RISKS OF THE INVESTMENT. IF INVESTORS ARE UNABLE TO MAKE THEIR OWN EVALUATION, THEY ARE ADVISED TO CONSULT PROFESSIONAL ADVISERS.

The Knowledge Pack is provided in English and Bahasa Melayu. In the event of any inconsistency, the English version shall prevail.

Statement of Purpose

Dear Investors,

The Government of Malaysia (“**GoM**”) is pleased to share that Malaysia is issuing an innovative first-of-its-kind Sukuk Prihatin that is open to retail and corporate investors. This sukuk is initiated in response to the public’s request to participate and contribute to the rebuilding of the nation post-COVID-19.

This sukuk, with a minimum subscription/application amount of just RM500, offers a profit rate of 2.0% per annum, payable quarterly, over a two-year term. It is also the very first sukuk that can be subscribed via JomPAY or DuitNow on all distribution banks’ digital (internet/ mobile) banking.

Sukuk Prihatin is part of the National Economic Recovery Plan (“**PENJANA**”) which was launched on 5 June 2020 with three main objectives: to empower the *rakyat*, propel businesses and strengthen the economy.

The proceeds from this Sukuk 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. Examples of the initiatives/programmes as announced in the economic stimulus packages and recovery post Covid-19 includes but not limited to the following:-

- 1) medical expenditure related to COVID-19 disease;
- 2) for financing/grants for micro enterprises; and
- 3) to enhance connectivity to rural schools, which will also act as hubs to connect nearby villages.

This Sukuk Prihatin Knowledge Pack (“**Knowledge Pack**”) provides all investment details of this instrument, including the objectives, key features and benefits, step-by-step guide on the application and investment process as well as other relevant information.

It is our sincere hope that this Knowledge Pack will facilitate a more informed decision-making process on the part of investors.

The Government of Malaysia

GLOSSARY



Forwarding The Nation's Future Together
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TERMS / ABBREVIATION

Terms / Abbreviation	Description
ATM	Automated Teller Machine
BNM	Bank Negara Malaysia
BPAY	Bill Payment
BRN	Business Registration Number
Business Day	A day (other than Saturday, Sunday and public holiday) on which Bank(s) are open for business in Kuala Lumpur
CMSA	Capital Markets and Services Act 2007
DB	Distribution Banks
Distribution Banks	The participating banks as listed in Appendix II where distribution of the Sukuk Prihatin will be made and its respective available e-channels for the application of the Sukuk Prihatin.
DuitNow	E-payment platform operated by PayNet
GFA	Government Funding Act 1983 and any orders, rules, regulations or instrument made thereunder
GII	Government Investment Issue
GNI	Gross National Income
Financial Institution(s)	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
Issuer	Government of Malaysia
JomPAY	E-payment platform operated by PayNet
Knowledge Pack	Sukuk Prihatin Knowledge Pack dated 18 August 2020
Maturity Date	The date on which the Issuer is to pay the Nominal Value to the Sukukholders.
MGS	Malaysian Government Securities
Nominal Value	Principal amount on issuance date of the Sukuk Prihatin
Offering	Offering by the Government to raise up to RM500 million in nominal value of the Sukuk Prihatin
PayNet	Payments Network Malaysia Sdn Bhd, the operator of JomPAY and DuitNow
Primary Distribution Bank	Malayan Banking Berhad as appointed and authorised as a primary investing institution solely for the Sukuk Prihatin transaction in accordance to the GFA.

TERMS / ABBREVIATION

Terms / Abbreviation	Description
DBs	Distribution Banks
PDPA	Personal Data Protection Act 2010 and any orders, rules, regulations or instrument made thereunder
PIDM	Perbadanan Insurans Deposit Malaysia
PDB	Primary Distribution Bank
Profit Payment Amount	The amount of profit payments of the Sukuk Prihatin due on the date on which payment is to be made
Profit Payment Frequency	Frequency of the profit payments
Profit Rate	The amount of profit payable annually
Ref	Reference field in the JomPAY and DuitNow
Sukuk	Certificates of equal value evidencing undivided ownership or investment in the assets using Shariah principles and concepts
Sukukholders	Holders of the Sukuk Prihatin
Tenure	The duration of the Sukuk Prihatin

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Key Dates

Key Dates for the Offering

Opening date for Sukuk Prihatin Offering (“Opening Date”)	18 August 2020
Closing date for Sukuk Prihatin Offering (“Closing Date”)	17 September 2020
Allotment of Sukuk Prihatin Offering	18 August - 17 September 2020
Issuance of the Sukuk Prihatin	22 September 2020

Other Key Dates for the Sukuk Prihatin

First profit payment date	22 December 2020
Alteration Period (For Waiver of Principle Amount)	22 June - 5 August 2022
Maturity Date / Principal Payment Date	22 September 2022

Notes:

The key dates for the Offer are indicative only and subject to change without prior notice. Do note however that the Issuer may vary the above dates as it deems necessary. If any of the dates are changed, the dates of subsequent events may also change.

SECTION 1

ABOUT PENJANA



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PENJANA & Its Initiatives

NATIONAL ECONOMIC RECOVERY PLAN (PENJANA) & ITS INITIATIVES

We are now living in unprecedented times of a global pandemic due to COVID-19. During this ongoing crisis, the Government recognises the challenges faced by individuals, businesses and the economy at large. We have taken and will continue to take swift and proactive action to protect lives, support businesses and strengthen the nation's economy.

The Government has steered the country through these challenging times by focusing on its 6R strategy: Resolve, Resilience, Restart, Recovery, Revitalize and Reform. We are now in stage four (4) of the strategy, namely, Recovery, which is represented by our National Economic Recovery Plan (PENJANA) unveiled by the Prime Minister of Malaysia on 5 June 2020.

PENJANA outlines our short-term economic recovery plan, based on engagement sessions with over 100 stakeholders from both the public and private sectors. Collectively valued at RM35 billion, the 40 initiatives were crafted to cover four (4) main objectives.

- i) Enabling Work & Reducing Unemployment;
- ii) Ensuring Affordability & Providing Liquidity;
- iii) Digitalisation & Operating in the New Norm; and
- iv) Increasing Consumer & Investor Confidence

The implementation and execution of PENJANA will be guided by four (4) principles:

I) **Agile & Dynamic**

Initiatives under PENJANA are continuously refined based on priority and needs

II) **Public-Private Sector Co-operation**

Coordinated and harmonized public-private sector cooperation, not just limited to Government Linked Companies or Government Linked Investment Companies

III) **Comprehensive Communication & Outreach**

Transparency and openness in communicating all of the initiatives as well as the outcomes

IV) **Data-Driven Approach**

Each initiative is monitored to enable measures to be refined quickly, where necessary, and to ensure that aid reaches the intended beneficiaries quickly and accurately. Data from 53 ministries and agencies are collected, analysed and shared with implementation agencies for continuous improvement via the LAKSANA unit, which is the National Inter-Agencies Economic Stimulus Coordination and Implementation Unit that sits within the Ministry of Finance.

To ensure transparency and openness, status reports on the implementation of the measures are shared weekly by the Minister of Finance. The Government also acknowledges that it is not the monetary allocations, but the effectiveness and positive outcomes of all these measures on the recipients that will really determine the success of PENJANA.

Contact Details:

National Economic Recovery Plan (PENJANA)

Kementerian Kewangan Malaysia

Pusat Pentadbiran Kerajaan Persekutuan

Presint 2, 62592 WP Putrajaya

Email: penjana@treasury.gov.my

Tel: 03 8882 4666

SECTION 2

SUKUK PRIHATIN



Sukuk Prihatin

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Objectives of the Sukuk Prihatin

Sukuk Prihatin is a gateway for Rakyat to unite together and join the Government in supporting the nation's economic recovery measures, through the Government-issued Islamic securities instrument.

Themed 'Forwarding The Nation's Future Together' and #KitaUntukKita, the Sukuk Prihatin will carry nationalistic and patriotic elements to rally fellow Malaysians to participate in rebuilding the economy and the nation while enduring COVID-19 crisis.

The Government intend to raise up to RM500 million in nominal value from the issuance of the Sukuk Prihatin. The Sukuk Prihatin is offered fully on digital platform via JomPAY or DuitNow through internet and mobile banking platforms made available by the Distribution Banks. The proceeds from the Sukuk Prihatin issuance 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.

All profit from the Sukuk will be tax exempted and for any principal amount waived (in full or in part) by the Sukukholders on maturity date, the waived amount will be allowed as deduction in the basis period for the year of assessment where the redemption of the Sukuk Prihatin is made. This special tax treatment is however applicable only for the Eligible Buyer/Applicant and not applicable to all Financial Institutions, Capital Markets Services holder carrying on the business of fund management under the CMSA and Registered Trustee who acts on behalf of the Eligible Buyer/ Applicant subscribing to the Sukuk Prihatin.

The principal amount waived will be channelled to any Government trust account, approved by the Government ("**Government Trust Account**").

2.1 Key Benefits of Sukuk Prihatin

The key benefits of Sukuk Prihatin are outlined as follows:

- The profit payment amount and the principal amount under this Sukuk Prihatin is a direct obligation of the Government as the Issuer
- Provides investors an opportunity to diversify their investment portfolio
- Fixed quarterly profit payment amount
- Sukuk Prihatin is an approved Shariah-compliant investment
- Special tax treatment accorded to certain eligible Sukukholders

2.2 Brief Terms & Conditions

The complete set of the principal terms and conditions of Sukuk Prihatin is also available at the websites of PENJANA and the Distribution Banks. The salient terms and conditions of Sukuk Prihatin are summarised as follows:

Terms	Sukuk Prihatin
Issuer	Government of Malaysia (“Government”)
Instruments	Sukuk Prihatin (Scripless)
Utilisation of Proceeds	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.
Sukuk Size	Up to RM500 million in nominal value
Subscription Period	18 th August to 17 th September 2020
Issue Date	22 nd September 2020
Islamic Principle	Commodity Murabahah (via Tawarruq)
Tenure / Maturity Date	The Sukuk Prihatin will have a maturity of two (2) years and will mature on 22 September 2022
Target Investor	Eligible Malaysian individuals and corporates
Profit Rate to Investors	2% per annum (fixed throughout the tenure)
Frequency of Profit Payments to Investors	Quarterly from the first Issue Date. Profit payment will be credited directly into the Sukukholders’ account by the Primary Distribution Bank.
Minimum and Maximum Amount of Subscriptions	Each application/subscription (initial or subsequent thereafter) amount is at least a minimum of RM500 and in multiples of RM100. There is no maximum subscription limit
Redemption	Principal amount will be credited directly into Sukukholders’ account on maturity date by the Primary Distribution Bank
Transferability and Assignability	The Sukuk Prihatin are non-tradable, non-transferable and non assignable
Option to Waive Principle on Maturity Date	Sukukholders may waive the principal amount due (in part or in full) on maturity date, as a contribution to any Government trust account, approved by the Government (“Government Trust Account”).
Tax treatment accorded to Sukukholders	<p>(a) All profit from the Sukuk will be tax exempted.</p> <p>(a) For any principal amount waived (in full or in part) by the Eligible Buyer/Applicant on maturity date, the waived amount will be allowed as deduction in the basis period for the year of assessment where the redemption of the Sukuk Prihatin is made.</p> <p>The above tax treatment is only applicable to the Eligible Buyer/Applicant and is not applicable to all Financial Institutions, Capital Markets and Services License holder carrying on the business of fund management under the CMSA and Registered Trustee who acts on behalf of the Eligible Buyer/ Applicant.</p>
Primary Distribution Bank	Malayan Banking Berhad (“Maybank”)
Distribution Banks	Participating banks as listed herein
Distribution Channels	Offering is fully digital via Internet/Mobile Banking via JomPAY/ DuitNow platform of the Distribution Banks.
Governing Laws	Laws of Malaysia

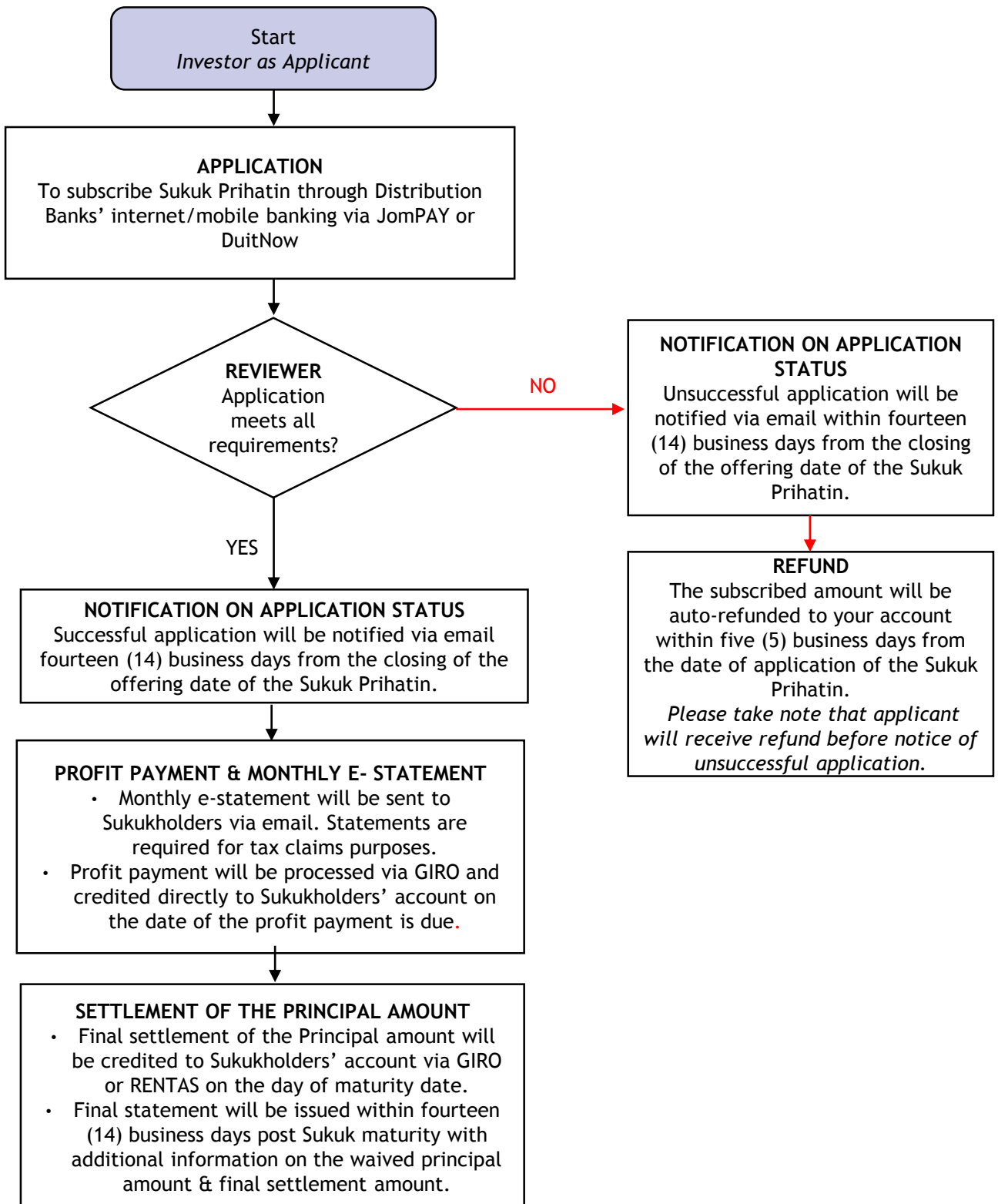
SECTION 3

HOW TO APPLY?



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3.1 Sukuk Prihatin Process Flow



Notes

- Change of email address and account number (from the same bank) can be made within forty five (45) calendar days after the closing date of the Sukuk Prihatin Offering via email or call to your respective Distribution Banks.
- Change to the waiver amount can be made within forty five (45) calendar days of the 21st monthly e-statement date via email or call to your respective Distribution Banks.
- Please refer to respective Distribution Banks' websites on detailed steps to perform the above

3.2 How to Apply for the Sukuk Prihatin

Check for Sukuk Prihatin information

Check the media, PENJANA's website (penjana.treasury.gov.my.) and the respective Distribution Banks' websites for information on Sukuk Prihatin

Read the Knowledge Pack

Before applying for the Sukuk Prihatin, please read the Terms & Conditions as well as the Knowledge Pack carefully.

Apply via Internet Banking

Apply through JomPAY

The key steps to apply for Sukuk Prihatin via internet banking platform are outlined as follows:

- You must have an account with Internet/Mobile Banking access with any authorised Distribution Banks. (Please refer Appendix I for List of Distribution Banks)
- Follow instructions as required within the respective Internet/Mobile Banking portal of the Distribution Banks to apply for the Sukuk Prihatin. You must have the following details:
 - i. Biller Code
 - ii. Contact Number (i.e. 01xxxxxxx. No spacing)
 - iii. Email Address (Compulsory)
 - iv. Amount payable for the units applied and to be deducted from current / savings account

Please refer to page 18 for further details.

- Please check the applied amounts are in multiples of RM100 and at a minimum of RM500 per application before completing the transaction.
- Print the Confirmation Screen for reference and retention

Apply through DuitNow

The key steps to apply for Sukuk Prihatin via Internet banking platform are outlined as follows:

- You must have an account with Internet/Mobile Banking access with any authorised Distribution Banks. (Please refer Appendix I for List of Distribution Banks)
- Follow instructions as required within the respective Internet/Mobile Banking portal of the Distribution Banks to apply for the Sukuk Prihatin. You must have the following details:
 - i. Business Registration Number (BRN)
 - ii. Contact Number (i.e. 01xxxxxxx. No spacing)
 - iii. Email Address (Compulsory)
 - iv. Amount payable for the units applied and to be deducted from current / savings account

Please refer to page 18 for further details.

- Please check that the applied amounts are in multiples of RM100 and at a minimum of RM500 per application before completing the transaction.
- Print the Confirmation Screen for reference and retention

Notification on Application Status

- Successful and unsuccessful Applicant will be notified via email within fourteen (14) business days from the closing of the offering date of the Sukuk Prihatin.
- For unsuccessful applications, the amount will be auto-refunded to your account within five (5) business days from the date of application of the Sukuk Prihatin via GIRO.

3.3 A Step by Step Guide on the Application Process

Subscription can be made digitally via respective Distribution Banks' **internet/mobile banking channels** through JomPAY (**not applicable via ATM**) or DuitNow payment platforms. Before making application for the Sukuk Prihatin please read the Knowledge Pack carefully.



Investors

You have read the Knowledge Pack and wish to invest?



Do you want to waive your principal at maturity?

Do you want to waive your principal at maturity?

Yes

No

Yes

No

Choose Biller Code:
14076

Choose Biller Code:
28670

Type BRN:
SUKUKP20SUM

Type BRN:
SUKUKP20PEL

3.4 A Step by Step Guide on the Application Process

Subscription can be made via respective Distribution Banks' e-channels through JomPAY or DuitNow payment platforms. Please refer to Appendix I of the Knowledge Pack for further details on Distribution Banks' available platforms, limits of transactions and any charges imposed.



Step 1	Applicant to key in Biller Code for the application. To choose from either one below:- Biller Code 1 : 28670 for Sukuk Prihatin Pelaburan (for Applicant who wish to invest only); or Biller Code 2 : 14076 for Sukuk Prihatin Sumbangan (for Applicant who wish to waive its principal amount at maturity)
Step 2	Please key in the following information: Ref 1: Contact Number (i.e. 01xxxxxxxx. No spacing) Ref 2: Email Address (Compulsory). Please ensure you key in the correct email address to receive notifications and Sukuk Prihatin quarterly e statement which is required for tax claims purposes.
Step 3	Key in the amount (minimum of RM500 per application and in multiples of RM100)
Step 4	Click Pay
Step 5	Applicant to print the transaction confirmation slip and keep the reference number for record purposes



DuitNow

Step 1	Applicant to key in the DuitNow ID type as the Business Registration Number (“BRN”) for the application. To choose either one below:- BRN 1 : SUKUKP20PEL for Sukuk Prihatin Pelaburan (for Applicant who wish to invest only); or BRN 2 : SUKUKP20SUM for Sukuk Prihatin Sumbangan (for Applicant who wish to waive its principal amount at maturity)
Step 2	Please key in the following information: Recipient Reference : Contact Number (i.e. 01xxxxxxxx. No spacing) Payment Details : Email Address (Compulsory). Please ensure you key in the correct email address to receive notifications and Sukuk Prihatin quarterly e-statement which is required for tax claims purposes.
Step 3	Key in the amount (minimum of RM500 per application and in multiples of RM100)
Step 4	To select the current date as effective date of investment *
Step 5	Click Pay
Step 6	Applicant to print the transaction confirmation slip and keep the reference number for record purposes.

Notes:

1. Any application made after 5pm, shall be deemed to be effective only on the next day. Profit shall be calculated from the Issue Date of the Sukuk Prihatin.
2. For corporate Applicant, please use the same email address that was registered/ recorded in the respective e-channels payment platform (this will be deemed as the authorised and official email address for the purpose of communication throughout the tenure of the Sukuk Prihatin)

APPENDICES



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APPENDIX I

LIST OF DISTRIBUTION BANKS, TRANSACTION LIMITS AND AVAILABLE E-CHANNELS

List of the Distribution Banks for JomPAY via Internet/Mobile Banking Channels

Billers Code

Billers Code 28670 for Sukuk Prihatin Pelaburan - For Applicant who wish to invest only; or
Billers Code 14076 for Sukuk Prihatin Sumbangan - For Applicant who wish to waive principal at maturity

List of Banks	Retail				Corporate			
	Channel		Transaction Limit		Channel		Transaction Limit	
	Internet Banking	Mobile App	Limit per transaction (in RM)	Limit per day (in RM)	Internet Banking	Mobile App	Limit per transaction (in RM)	Limit per day (in RM)
Affin Bank Berhad	Affin Bank Berhad will be offering subscription via DuitNow only.							
Agrobank	✓	✓		50,000	✓	X		500,000
Alliance Bank Malaysia Berhad	✓	✓	50,000	50,000	✓	✓	1,000,000	No limit (subject to corporate setting)
Al-Rajhi Banking & Investment Corporation (Malaysia) Berhad	✓	✓	50,000 (Combined limit with IBG)	50,000	✓	X	500,000	As per current limit set by customer
AmBank (M) Berhad	✓	✓		50,000	✓	✓	1,000,000	Limit (subject to corporate workflow)
Bank Islam Malaysia Berhad	✓	✓	As per current transaction limit	100,000	✓	X		No limit (subject to corporate setting)
Bank Muamalat Malaysia Berhad	✓	✓	As per current transaction limit	As per current daily limit	✓	X	1,000,000 (subject to corporate setting)	No limit
Bank Kerjasama Rakyat Malaysia Berhad	✓	X	50,000	50,000	✓	X	1,000,000	No limit
Bank of China (Malaysia) Berhad	✓	✓	50,000	50,000	✓	X	1,000,000	No limit
Bank Simpanan Nasional	✓	X		As per current daily limit	✓	X	1,000,000	No limit
BNP Paribas Malaysia Berhad	BNP Paribas will be offering subscription for Corporate only.				✓	X	1,000,000	No limit
CIMB Bank Berhad	✓	X	50,000	50,000	✓	X	1,000,000	1,000,000
Citibank Berhad	✓			50,000	Citibank Berhad will be offering subscription for Retail only.			
Deutsche Bank (Malaysia) Berhad	Deutsche Bank will be offering subscription for Corporate only.				✓	X	1,000,000	No limit
Hong Leong Bank Berhad	Hong Leong Bank Berhad will be offering subscription via DuitNow only							
HSBC Bank Malaysia Berhad	✓	X			✓	X		
Industrial and Commercial Bank of China (Malaysia) Berhad	✓	✓	50,000	50,000	✓	X	1,000,000	5,000,000
Malayan Banking Berhad	✓	✓		As per current daily limit	✓	X	1,000,000	
MBSB Bank Berhad	✓	✓		As per current daily limit	✓	X	1,000,000	
MUFG Bank (Malaysia) Berhad	MUFG Berhad will be offering subscription for Corporate only.				✓	X	1,000,000	No limit

List of the Distribution Banks for JomPAY via Internet/Mobile Banking Channels

Billers Code

Billers Code 28670 for Sukuk Prihatin Pelaburan - For Applicant who wish to invest only; or
Billers Code 14076 for Sukuk Prihatin Sumbangan - For Applicant who wish to waive principal at maturity

List of Banks	Retail				Corporate			
	Channel		Transaction Limit		Channel		Transaction Limit	
	Internet Banking	Mobile App	Limit per transaction (in RM)	Limit per day (in RM)	Internet Banking	Mobile App	Limit per transaction (in RM)	Limit per day (in RM)
Mizuho Bank (Malaysia) Berhad	Mizuho Bank (Malaysia) Berhad will be offering subscription via DuitNow only.							
OCBC Bank (Malaysia) Berhad	✓	✓	Limit as per JomPAY biller setting		✓	✓	1,000,000	
Public Bank Berhad	✓	✓	JomPAY to non-favourite biller: (i) RM 10,000 per transaction for PAC users (ii) RM1,000,000 per transaction for SecureSign token users JomPAY to favourite biller: RM1,000,000 per transaction	PBe Personal Banking: RM 1,000,000 per day PB engage MY: RM100,000 per day	✓	X	PBe Business Banking and PB enterprise: RM1,000,000 per transaction	PBe Business Banking and PB enterprise: RM1,000,000 per day
RHB Bank Berhad	✓	✓	50,000	50,000	✓	✓ (authorisation only)	1,000,000	No limit
Standard Chartered Bank Malaysia Berhad	✓	✓	50,000	50,000	✓	X	1,000,000	No limit
Sumitomo Mitsui Banking Corporation Malaysia Berhad	Sumitomo Mitsui Banking will be offering subscription for Corporate only.				✓	X	1,000,000	No limit
United Overseas Bank (Malaysia) Berhad	✓	✓		50,000	✓	✓	1,000,000	

List of Distribution Banks for DuitNow via Internet/Mobile Banking Channels

Business Registration Number (BRN)

BRN: SUKUKP20PEL for Sukuk Prihatin Pelaburan - For Applicant who wish to invest only; or
BRN SUKUKP20SUM for Sukuk Prihatin Sumbangan - For Applicant who wish to waive the principal at maturity

**Please refer to respective Distribution Banks' websites on DuitNow transaction charges*

List of Banks	Retail				Corporate			
	Channel		Transaction Limit		Channel		Transaction Limit	
	Internet Banking	Mobile App	Limit per transaction (in RM)	Limit per day (in RM)	Internet Banking	Mobile App	Limit per transaction (in RM)	Limit per day (in RM)
Affin Bank Berhad	✓	X	50,000	50,000	✓	X	10,000,000	As per current limit set by customer
Agrobank	✓	✓		30,000	✓			500,000
Alliance Bank Malaysia Berhad	✓	✓	50,000	50,000	✓	✓	10,000,000	As per current limit set by customer
Al-Rajhi Banking & Investment Corporation (Malaysia) Berhad	✓	✓	50,000 (Combined limit of Internet/ Mobile banking)	As per current daily limit	✓	X	10,000,000	As per current limit set by customer
AmBank (M) Berhad	✓	✓		50,000	✓	✓	10,000,000	As per corporate workflow
Bank Islam Malaysia Berhad	✓	✓	As per current transaction limit	50,000	Bank Islam will be offering subscription for Retail only.			
Bank Muamalat Malaysia Berhad	✓	✓	As per current daily limit	As per current daily limit	✓	X	10,000,000 (subject to corporate setting)	No limit
Bank Kerjasama Rakyat Malaysia Berhad	✓	X	50,000	50,000	Bank Rakyat will be offering subscription for Retail only.			
Bank of China (Malaysia) Berhad	✓	✓	50,000	50,000	✓	X	10,000,000	No limit
Bank Simpanan Nasional	Bank Simpanan Nasional will be offering subscription via JomPAY only.							
BNP Paribas Malaysia Berhad	BNP Paribas will be offering subscription for Corporate via JomPAY only.							
CIMB Bank Berhad	✓	X	50,000	50,000	CIMB Bank Berhad will be offering subscription for Retail only.			
Citibank Berhad	✓			50,000	Citibank Berhad will be offering subscription for Retail only.			
Deutsche Bank (Malaysia) Berhad	Deutsche Bank will be offering subscription for Corporate via JomPAY only.							

List of Distribution Banks for DuitNow via Internet/Mobile Banking Channels

Business Registration Number (BRN)

BRN: SUKUKP2OPEL for Sukuk Prihatin Pelaburan - For Applicant who wish to invest only; or
BRN SUKUKP2OSUM for Sukuk Prihatin Sumbangan - For Applicant who wish to waive the principal at maturity

**Please refer to respective Distribution Banks' websites on DuitNow transaction charges*

List of Banks	Retail				Corporate			
	Channel		Transaction Limit		Channel		Transaction Limit	
	Internet Banking	Mobile App	Limit per transaction (in RM)	Limit per day (in RM)	Internet Banking	Mobile App	Limit per transaction (in RM)	Limit per day (in RM)
Hong Leong Bank Berhad	✓	✓	DuitNow to Proxy RM50,000 (Combine with IBG, DuitNow to Account, QR Payment and 3 rd Party HLB Payment) (Note: Sharing Limit of Internet/ Mobile banking)	As per current daily limit	✓	X	10,000,000	As per daily Corporate limit
HSBC Bank Malaysia Berhad	✓	X			✓	X		
Industrial and Commercial Bank of China (Malaysia) Berhad	✓	✓	50,000	50,000	✓	X	10,000,000	10,000,000
Malayan Banking Berhad	✓	✓		As per current daily limit	✓	X	10,000,000	
MBSB Bank Berhad	✓	✓		As per current daily limit	✓	X	1,000,000	
Mizuho Bank (Malaysia) Berhad	Mizuho Bank will be offering subscription for Corporate only.				✓	X	10,000,000	No limit
MUFG Bank (Malaysia) Berhad	MUFG Berhad will be offering subscription for Corporate only.				✓	X	10,000,000	No limit
OCBC Bank (Malaysia) Berhad	OCBC Bank will be offering subscription for Corporate only.				✓	✓	10,000,000	

List of Distribution Banks for DuitNow via Internet/Mobile Banking Channels

Business Registration Number (BRN)

BRN: SUKUKP20PEL for Sukuk Prihatin Pelaburan - For Applicant who wish to invest only; or
BRN SUKUKP20SUM for Sukuk Prihatin Sumbangan - For Applicant who wish to waive the principal at maturity

**Please refer to respective Distribution Banks' websites on DuitNow transaction charges*

List of Banks	Retail				Corporate			
	Channel		Transaction Limit		Channel		Transaction Limit	
	Internet Banking	Mobile App	Limit per transaction (in RM)	Limit per day (in RM)	Internet Banking	Mobile App	Limit per transaction (in RM)	Limit per day (in RM)
Public Bank Berhad	✓	✓	<u>PBe Retail</u> RM 10,000 per transaction for PAC users RM 50,000 per transaction for SecureSign token users <u>PB engage MY</u> (i) DuitNow to non-favourite recipients: RM 5,000 per transaction for Android and iOS phones (ii) DuitNow to favourite recipients: RM 10,000 per transaction	<u>PBe Retail</u> RM 20,000 per day for PAC users RM 50,000 per day for SecureSign token users <u>PB engage MY</u> (i) DuitNow to non-favourite recipients: RM 5,000 per day for Android and iOS phones (ii) DuitNow to favourite recipients: RM 20,000 per day	✓	X	<u>PBe Business Banking</u> RM 100,000 per transaction <u>PB enterprise</u> RM10,000,000 per transaction	<u>PBe Business Banking</u> RM 100,000 per day <u>PB enterprise</u> RM10,000,000 per day
RHB Bank Berhad	✓	✓	50,000	50,000	✓	✓ (authorisation only)	10,000,000	No limit
Standard Chartered Bank Malaysia Berhad	Standard Chartered will be offering subscription via JomPAY only.							
Sumitomo Mitsui Banking Corporation Malaysia Berhad	Sumitomo Mitsui Banking will be offering subscription for Corporate via JomPAY only.							
United Overseas Bank (Malaysia) Berhad	UOB will be offering subscription for via JomPAY only.							

APPENDIX II

SAMPLE OF E-STATEMENT

1. Sukuk Prihatin Subscription E-Statement



E- Statement

We hereby certify the following subscription has been successfully registered as per the notice below:

Name
Address

Serial Number	No [**]
Statement Date	DD/MM/YYYY
Sukukholders' Holding	RM[**]
Total Waiver	RM[**]

Type	Sukukholders' Holding	Round Down Refund	Refund Date
Sukuk Prihatin Subscription	RM[**]	RM[**]	DD/MM/YYYY

Other Terms

Payment Account: Profit payments will be credited directly by the Primary Distribution Bank on quarterly basis into the bank account of the Sukukholders of the Sukuk Prihatin which funds were debited from for the subscription of the Sukuk Prihatin.

Changes of email address/ bank account details: Changes to the bank account number (from the same Distribution Banks) and email address can be made by contacting the respective Distribution Banks (please refer to the respective Distribution Banks' websites 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 "Period").

Principal Waiver: The Sukukholders are allowed to alter the principal amount they choose to waive at maturity that may have been decided upfront during the application stage. Notwithstanding, the alteration can only be made during the last quarter prior to the maturity date ("Alteration Period"). For any alteration, the Sukukholders can contact their respective Distribution Banks (please refer to respective Distribution Banks' websites for further information) within forty-five (45) calendar days of the said 21st monthly e-statement date to make any changes to the waiver status of the principal amount which shall thereafter be communicated to the Primary Distribution Bank for the database to be updated accordingly.

This is a computer generated letter. No signature required.

2. Sukuk Prihatin Monthly E-Statement



E- Statement

We hereby certify the following information as per the notice below:

Name Address

Serial Number	No [**]
Statement Date	[Last date of the month] 30 th of Each Month
Sukukholders' Holding	RM[**]
Total Waiver	RM[**]

Type	Sukukholders' Holding	Profit Amount
Sukuk Prihatin Monthly Statement	RM[**]	-

Other Terms

Payment Account: Profit payments will be credited directly by the Primary Distribution Bank on quarterly basis into the bank account of the Sukukholders of the Sukuk Prihatin which funds were debited from for the subscription of the Sukuk Prihatin.

Changes of email address/ bank account details: Changes to the bank account number (from the same Distribution Banks) and email address can be made by contacting the respective Distribution Banks (please refer to the respective Distribution Banks' websites 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 "Period").

Principal Waiver: The Sukukholders are allowed to alter the principal amount they choose to waive at maturity that may have been decided upfront during the application stage. Notwithstanding, the alteration can only be made during the last quarter prior to the maturity date ("Alteration Period"). For any alteration, the Sukukholders can contact their respective Distribution Banks (please refer to respective Distribution Banks' websites for further information) within forty-five (45) calendar days of the said 21st monthly e-statement date to make any changes to the waiver status of the principal amount which shall thereafter be communicated to the Primary Distribution Bank for the database to be updated accordingly.

This is a computer generated letter. No signature required.

3. Sukuk Prihatin Quarterly & Profit E-Statement



E- Statement

We hereby certify the following profit payment has been paid by us as per the notice below:

Name Address

Serial Number	No [**]
Profit Period	[Last date of the quarter] 30 th of Last Month of Quarter
Sukukholders' Holding	RM[**]
Total Waiver	RM[**]

Type	Sukukholders' Holding	Profit Payable for the Quarter
Sukuk Prihatin Profit Payment	RM[**]	RM[**]

Other Terms

Payment Account: Profit payments will be credited directly by the Primary Distribution Bank on quarterly basis into the bank account of the Sukukholders of the Sukuk Prihatin which funds were debited from for the subscription of the Sukuk Prihatin.

Changes of email address/ bank account details: Changes to the bank account number (from the same Distribution Banks) and email address can be made by contacting the respective Distribution Banks (please refer to the respective Distribution Banks' websites 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 "Period").

Principal Waiver: The Sukukholders are allowed to alter the principal amount they choose to waive at maturity that may have been decided upfront during the application stage. Notwithstanding, the alteration can only be made during the last quarter prior to the maturity date ("Alteration Period"). For any alteration, the Sukukholders can contact their respective Distribution Banks (please refer to respective Distribution Banks' websites for further information) within forty-five (45) calendar days of the said 21st monthly e-statement date to make any changes to the waiver status of the principal amount which shall thereafter be communicated to the Primary Distribution Bank for the database to be updated accordingly.

This is a computer generated letter. No signature required.

4. Sukuk Prihatin Maturity & Profit E-Statement



E- Statement

We hereby certify the following principal maturity and final profit payment has been paid by us and we have registered the waiver amount (if applicable) as per the notice below:

Name Address	Serial Number	No [**]
	Statement Date	[Last date of the month] 30 th of Final Month Upon Maturity
	Sukukholders' Holding	RM[**]

Type	Sukukholders' Holding	Final Profit Payable	Amount Waived
Sukuk Prihatin Maturity	RM[**]	RM[**]	RM[**]

Other Terms

Payment Account: Profit payments will be credited directly by the Primary Distribution Bank on quarterly basis into the bank account of the Sukukholders of the Sukuk Prihatin which funds were debited from for the subscription of the Sukuk Prihatin.

Changes of email address/ bank account details: Changes to the bank account number (from the same Distribution Banks) and email address can be made by contacting the respective Distribution Banks (please refer to the respective Distribution Banks' websites 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 "Period").

Principal Waiver: The Sukukholders are allowed to alter the principal amount they choose to waive at maturity that may have been decided upfront during the application stage. Notwithstanding, the alteration can only be made during the last quarter prior to the maturity date ("Alteration Period"). For any alteration, the Sukukholders can contact their respective Distribution Banks (please refer to respective Distribution Banks' websites for further information) within forty-five (45) calendar days of the said 21st monthly e-statement date to make any changes to the waiver status of the principal amount which shall thereafter be communicated to the Primary Distribution Bank for the database to be updated accordingly.

This is a computer generated letter. No signature required.

APPENDIX III

FREQUENTLY ASKED QUESTIONS FOR SUKUK PRIHATIN

Frequently Asked Questions for Sukuk Prihatin

General

1	What is Sukuk Prihatin?	Sukuk Prihatin is a Sukuk issued by the Government of Malaysia (“Government”) which is offered to both retail and corporate investors.
2	What is the objective of Sukuk Prihatin?	The objective of the Sukuk Prihatin is to rally fellow Malaysians in the Government’s effort to rebuild the nation post the Covid-19 pandemic crisis.
3	When is the issuance date of the Sukuk Prihatin?	The Sukuk Prihatin will be issued on 22 September 2020
4	What is the tenure of the Sukuk Prihatin?	The Sukuk Prihatin will have a tenure of 2 years.
5	What would the proceeds be used for?	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.
6	What are some of the examples of the initiatives which will be funded by the Sukuk Prihatin?	Examples of the initiatives/programmes as announced in the economic stimulus packages and recovery post Covid-19 includes but not limited to the following:- <ol style="list-style-type: none">1) medical expenditure related to COVID-19 disease;2) for financing/grants for micro enterprises; and3) to enhance connectivity to rural schools, which will also act as hubs to connect nearby villages.
7	What is the size of the Sukuk Prihatin?	Up to RM500 million in nominal value.
8	What is the profit rate for the Sukuk Prihatin?	The profit rate for the Sukuk Prihatin is 2% p.a.
9	How often will the profit payment be paid to the holders of the Sukuk Prihatin?	The profit payments will be paid on quarterly basis.
10	Will the profit rate for Sukuk Prihatin fluctuate throughout the tenure of the Sukuk?	No, the profit rate will be fixed throughout the tenure of the Sukuk Prihatin.
11	Will the Sukuk Prihatin be listed on Bursa Malaysia?	No, the Sukuk Prihatin will not be listed on Bursa Malaysia.

Frequently Asked Questions for Sukuk Prihatin

General

<p>12 What is the tax treatment accorded to the Sukukholders of the Sukuk Prihatin?</p>	<p>a) In respect of Profit from the Sukuk Prihatin:-</p> <ul style="list-style-type: none">i. All profit from the sukuk will be tax exempted.ii. This exemption is only applicable to Eligible Buyer/Applicant stated herein and is not applicable to:-<ul style="list-style-type: none">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; and2) Trustee that is registered as a member of the Association of Trust Companies Malaysia (“Registered Trustee”), who acts on behalf of Eligible Buyer/Applicant.iii. Each Sukukholder is required to keep the e-statement of the Sukuk Prihatin for tax exemption purposes. <p>b) In respect of waiver of the principal amount of Sukuk Prihatin:-</p> <ul style="list-style-type: none">i. Applicable only to the Eligible Buyer/ Applicant who chooses to waive the principal amount (in part/ in full) as a contribution to the Government on the maturity date and is not applicable to:-<ul style="list-style-type: none">(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(2) Trustee that is registered as a member of the Association of Trust Companies Malaysia (“Registered Trustee”), who acts on behalf of Eligible Buyer/Applicant.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.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>13 Where can I get more information on the terms and conditions of the Sukuk Prihatin?</p>	<p>For further information on the terms and conditions of the Sukuk Prihatin, please refer to the knowledge pack made available on the respective Distribution Banks’ website.</p>
<p>14 Who would this instrument/ sukuk be suitable for?</p>	<p>Given the tenure of this issuance/instrument is short (2 years), it is suitable for those investors who wish to diversify their investment portfolio and is comfortable taking a short term risk with a minimum return on investments.</p>
<p>15 Sukuk Prihatin will be issued directly by the Government. Is that similar to how fixed deposits are guaranteed under Perbadanan Insurans Deposit Malaysia (PIDM)</p>	<p>PIDM insures up to RM250,000 worth of principal and profit for deposits placed with licensed financial institutions. The Profit Payments and the principal amount under this Sukuk Prihatin is a direct obligation of the Government as the Issuer.</p>
<p>16 Will this Sukuk Prihatin be a one-off issuance by the Government or there will be more issuance of Sukuk Prihatin in the future?</p>	<p>This Sukuk Prihatin will be a one-off issuance by the Government with a specific purpose to rally Malaysians to be part of the post pandemic recovery initiatives.</p>

Frequently Asked Questions for Sukuk Prihatin

General

17	When is the offering period for the Sukuk Prihatin?	The Sukuk Prihatin will be offered beginning 18 th August until 17 th September 2020.
18	Is there any maximum or minimum amount for the subscription of the Sukuk Prihatin?	<p>Each subscription/application (initial or any subsequent application/subscription thereafter) shall be at least in a minimum of RM500 and in multiples of RM100.</p> <p>Example:</p> <p>Uncle Wong is interested to make an application amounting RM610 for the Sukuk Prihatin. However, due to requirement, he can only make an application of RM600. Should he still proceed to make the application at RM610, RM10 will be refunded to his account within five (5) business days from the date of application is made due to not meeting the multiples requirement.</p> <p>The next day, he wants to make another application of RM400 for the Sukuk Prihatin. However, due to the minimum amount required for each application, he realised that he would need to top up his application amount to a minimum of RM500 before proceeding with his application to avoid rejection.</p>
19	How will the profit rate be determined?	The profit rate is a fixed rate as determined by the Government and stated in the terms and conditions of the Sukuk Prihatin.
20	What happens if the Sukuk Prihatin is oversubscribed?	The Sukuk Prihatin offering is on a first come first serve basis for the issuance size of RM500.0 million.
21	Is Sukuk Prihatin, a Shariah compliant investment product?	Yes. The Sukuk Prihatin is a Shariah-compliant investment as endorsed by BNM's Shariah Advisory Council.
22	Can I trade (buy or sell) the Sukuk Prihatin in the secondary market?	No. The Sukuk Prihatin is non-tradable, non-transferable and non-assignable. Any investors who buy the Sukuk Prihatin will have to hold the Sukuk until its maturity date.
23	What is the underlying Shariah principle which governs the issuance of Sukuk Prihatin?	<p>The Sukuk Prihatin shall be issued under the Shariah principle of Commodity Murabahah (via Tawarruq).</p> <p>Pursuant to the Agency Agreement for the Commodity Murabahah transaction, the Successful Sukuk Prihatin Applicant agree to appoint BNM to act as its agent on its behalf for the Commodity Murabahah transaction and all matters relating the purchase and Sale of the Commodity(ies) in relation to issuance of the Sukuk Prihatin. The Commodity (ies) used shall be Shariah compliant commodity(ies) as BNM deems fit.</p> <p>Please refer to the Agency Agreement for the Commodity Murabahah Transaction for the Sukuk Prihatin (as attached in the terms and conditions as Appendix II) for the full terms and conditions governing the appointment of BNM as agent for the Sukukholders.</p>

Frequently Asked Questions for Sukuk Prihatin

General

24 What is the difference between investments in Sukuk and investment in shares of company?

The key differences are:

- (i) Holders of Sukuk are essentially financiers or lenders providing funding to the borrower , while investment in shares would mean the equity investors are shareholders of the company
- (i) Profits for the holders of Sukuk are at a fixed rate via steady periodic payments known as profits (or coupon for conventional bonds). Meanwhile, for shareholders, profits are termed as dividend payments of which they are based on the company's performance and they are paid at the discretion of the company

Investment in Sukuk would involve a fixed maturity period, while investment in shares does not have any maturity period.

25 What are the difference between Sukuk Prihatin and other retail investments such as unit trust?

Unit trust represents a pool of investments of a group of investors to invest in diversified portfolio of investments including bond / sukuk through fund managers. For this Sukuk Prihatin, retail investors can directly invest in this Sukuk.

Frequently Asked Questions for Sukuk Prihatin

Application

<p>1 Can I make an application for 3rd party?</p>	<p>The Government only allows application made by a trustee that is registered as a member of the Association of Trust Companies Malaysia (“Registered Trustee”). Save for the application by the Registered Trustee, no 3rd party application is allowed for the Sukuk Prihatin as proceeds will be debited directly from the Applicant’s account maintained with respective Distribution Banks where the application is made.</p> <p>For avoidance of doubt, the application by the Registered Trustee would only be on behalf of any Eligible Buyer/Applicant, as detailed under Eligible Buyer/Applicant clause in the terms and conditions.</p>
<p>2 Will there be a physical certificate issued in relation to my subscription to the Sukuk Prihatin?</p>	<p>No. There will not be any physical certificate to be issued in relation to the subscription of the Sukuk Prihatin.</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 (“Proof of Application”).</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 deem a successful Sukuk Prihatin Applicant (“Successful Sukuk Prihatin Applicant”) 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>
<p>3 Is there any customer service or helpdesk line which I can contact to guide me through the application process for the Sukuk Prihatin and also to address any queries that I may have throughout the tenure of the Sukuk?</p>	<p>Yes. For any questions on the application for the Sukuk Prihatin or such other queries/ complaints that you may have throughout the tenure of the Sukuk, you may contact the respective Distribution Banks Please refer to respective Distribution Banks’ websites for further information and/or guidance on the application process as well as any queries that you may have on the Sukuk Prihatin.</p> <p>On queries/ issues that cannot be resolved immediately by the call centre/ helpdesk, the Distribution Banks’/ Primary Distribution Bank may require up to five (5) business days to revert to the Applicant/ Sukukholders for any queries/ issues raised.</p>

Frequently Asked Questions for Sukuk Prihatin

Application

<p>4 When can I get my refund if my application is unsuccessful or rejected due to error?</p>	<p>Any application that does not meet the criteria of the application such as error in the investment unit multiples/ error in application information will be rejected and refund will be credited into the applicant's account within five (5) business days from the date of application.</p> <p>All unsuccessful Applicants will be notified via email within fourteen (14) business days after the offering period of the Sukuk Prihatin ends. All refunds shall be made via GIRO transfer by the Primary Distribution Bank directly to the Applicant's account with the Distribution Banks.</p>
<p>5 Can I make application through a Trustee?</p>	<p>Yes. However, only application made by a Registered Trustee will be accepted for the purpose of the Sukuk Prihatin.</p> <p>Investors are advised to read in detail (as per "Subscription by a Trustee on behalf of the beneficiary(ies) to the Sukuk Prihatin" clause in the terms and conditions) <u>for any application intended to be made via a Registered Trustee to ensure that they understand the conditions attached to such applications before making any investment decision.</u></p>
<p>6 Who is eligible to apply for the Sukuk Prihatin?</p>	<ol style="list-style-type: none">1) A Malaysian who is at least 18 years old at the closing date of the offering; or2) 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; or3) A cooperative, foundation, sole proprietorship, partnership, association or other incorporated bodies operating in Malaysia; or4) A trustee that is registered as a member of the Association of Trust Companies Malaysia ("Registered Trustee"), who acts on behalf of Eligible Buyer/ Applicant that falls under item (1), (2) and (3) above. <p>Notes:</p> <ol style="list-style-type: none">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.b) Application made by a Registered Trustee shall be subjected to the terms and condition set out in Other Terms and Conditions.c) Any application for a third party by any person who is not a Registered Trustee will not be allowed. <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 in the Terms and Conditions.</p>

Frequently Asked Questions for Sukuk Prihatin

Application

7	Do I need to have a bank account and internet banking access to subscribe the Sukuk Prihatin?	<p>Yes. The Applicant must have a bank account and internet/mobile banking access with any participating Distribution Banks for the Sukuk Prihatin (please see Appendix 1 of the Knowledge Pack for the full list of the participating Distribution Banks).</p> <p>The Sukuk Prihatin is <u>not</u> offered over the counter or the ATM platform. Any applications made over the counter or the ATM platform will be rejected and refunded.</p> <p>Some Distribution Banks' may have application restrictions to specific channels only for the Sukuk Prihatin application. Please refer to the information provided in the Knowledge Pack to ensure applications are made via the authorised channels of the respective Distribution Banks.</p>
8	How do I register for internet banking access?	<p>For investors who currently does not have any access to internet/mobile banking services with any of the Distribution Banks, you can walk into any of the branches of the Distribution Bank and the Distribution Banks' officers will be able to guide you to register for access to internet / mobile banking.</p>
9	What are the documentation required for the subscription of the Sukuk Prihatin?	<p>No document is required as the application for subscription of the Sukuk Prihatin are all done digitally via internet and mobile banking platform made available by the Distribution Banks.</p>
10	Can I apply for the Sukuk Prihatin online?	<p>Yes, Sukuk Prihatin are offered only through digital platforms either via JomPAY and/or DuitNow operated by PayNet to be accessed via internet and mobile banking.</p>
11	Can I make multiple applications for the Sukuk Prihatin?	<p>Yes, multiple applications are allowed from the same bank account. Each application must be at least at a minimum amount of RM500 and in multiples of RM100.</p> <p>Note: Please avoid using multiple bank accounts from the same / different Distribution Banks to apply for the Sukuk Prihatin as only application from the bank account where first application was made will be accepted. The subsequent application made from other bank accounts will be rejected and refunded (please refer to the refund process for further details).</p>
12	How will I know whether my application for the Sukuk Prihatin is successful or unsuccessful?	<p>For successful /unsuccessful/ rejection to the application, notice shall be sent by the Primary Distribution Bank via email registered by the Applicant during the application via JomPAY or DuitNow using the respective Distribution Banks internet and mobile banking platform.</p> <p>For corporate applicants, please use the same email address that was registered/ recorded in the respective e-channels (this will be deemed as the authorized and official email address).</p> <p>Successful and unsuccessful Applicant will be notified via email fourteen (14) business days after the offering period of the Sukuk Prihatin ends.</p>
13	Are there any charges that I need to pay if I decide to apply for the Sukuk Prihatin?	<p>Please refer to your respective Distribution Banks for details of the charges for application made via DuitNow to be paid by the Applicant for application made via the said channel.</p>

Frequently Asked Questions for Sukuk Prihatin

Application

- 14 How do I apply for the Sukuk Prihatin via JomPAY or DuitNow?
- a) Applicant will need to log on to the respective Distribution Bank's online banking website via JomPAY or DuitNow in order to make the investment with minimum amount of RM500 per investment and in multiples of RM100.
 - b) Once logged in, Applicant will need to select either the designated "Biller Code" (for JomPAY) or the designated "Business Registration Number" (for DuitNow). Applicant can choose to opt to waive their principal upfront or otherwise at the application stage.
 - i. JomPAY Biller Code: 28670 & DuitNow BRN: SUKUKP20PEL - For Applicant who wish to invest only; or
 - ii. JomPAY Biller Code: 14076 & DuitNow BRN: SUKUKP20SUM - For Applicant who wish to waive its principal at maturity
 - c) You are then required to fill up both the mandatory reference fields of Ref-1 (to input the Applicant's contact number - i.e. 01XXXXXXX. No spacing) and Ref-2 (to input the Applicant's email address). For corporate Applicant, please use the same email address that was registered/ recorded in the respective e-channels (this will be deemed as the authorized and official email address). **Failure to provide the correct email address will result in the Applicant not being notified on the status of application or not being able to receive the e-statement for the Sukuk Prihatin on monthly basis.**
 - d) Applicant will be guided by the step by step process for application. The step by step process of application will be displayed in the online banking platform of the respective Distribution Banks. Applicant will also able to view the Terms & Conditions of the Sukuk Prihatin on the said website.
 - e) Applicant will need to logon to the respective Distribution Bank's online banking platform via JomPAY or DuitNow in order to make the investment in the Sukuk Prihatin. Please note that each investment must be in a minimum amount of RM500 per investment and is in multiples of RM100.
 - f) 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 application acknowledgment/ receipt 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 ("Proof of Application").

Frequently Asked Questions for Sukuk Prihatin

Holding the investments

<p>1 How is the Sukuk Prihatin different from the traditional Sukuk transacted by institution?</p>	<p>The Sukuk Prihatin offered to retail investors has the same characteristics as the bonds/sukuk distributed to institutional investors. The difference lies in the distribution platform for the primary issuance whereby the Sukuk Prihatin is offered through the e-channels distribution platform namely JomPAY and DuitNow while the traditional bonds / sukuk is offered over the counter or (“OTC”) amongst institutional investors.</p> <p>The other difference is in the lot size per transaction whereby the Sukuk Prihatin is transacted in lots of RM100, with a minimum subscription amount of RM500, while for institutional investors the traditional Sukuk is transacted in standard lot sizes of RM5,000,000.</p>
<p>2 Can holders of the Sukuk Prihatin request the Issuer to early redeem their holdings?</p>	<p>No. The terms of the Sukuk Prihatin does not allow the holders to redeem their holdings in the Sukuk Prihatin prior to the maturity date. All investments must be held until the maturity date.</p>
<p>3 Why is there an option to waive the rights from receiving the principal amount at maturity which can be exercised by the holders of the Sukuk Prihatin?</p>	<p>This feature is unique to the Sukuk Prihatin as it provides the avenue for the holders of the Sukuk Prihatin to waive their principal amount which will be used for any Covid-19 pandemic related expenditures approved by the Government.</p>
<p>4 Where would the principal amount waived be channelled into?</p>	<p>The principal amount waived will be channelled to any Government trust account, approved by the Government (“Government Trust Account”).</p>
<p>5 How do you exercise the rights to waive the principal amount at maturity?</p>	<p>Applicant can opt to waive their principal or otherwise either upfront during the application stage or in the final quarter prior to the maturity of the Sukuk Prihatin.</p> <p><u>Upfront</u></p> <p>Once logged in, Applicant will need to select either the designated “Biller Code” (for JomPAY) or the designated “Business Registration Number” (for DuitNow). Applicant can choose to opt to waive their principal upfront at the application stage.</p> <ol style="list-style-type: none">i. JomPAY Biller Code: 28670 & DuitNow BRN: SUKUKP20PEL - For Applicant who wish to invest only; orii. JomPAY Biller Code: 14076 & DuitNow BRN: SUKUKP20SUM - For Applicant who wish to waive its principal at maturity <p><u>Final Quarter</u></p> <p>The Sukukholders will be reminded in their 21st 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 respective Distribution Banks’ websites for further information) within forty-five (45) calendar days of the said 21st 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>

Frequently Asked Questions for Sukuk Prihatin

Holding the investments

<p>6 The step by step for Sukukholders to change the status of the principal amount of the Sukuk Prihatin</p>	<p>As per above, Sukukholders will be reminded in their 21st monthly e-statement that they can request / choose on the following in the final quarter of the Sukuk maturity with regards to the principal amount due at maturity date:</p> <ol style="list-style-type: none">For Sukukholders who did not opt to waive their principal upfront and wishes to waive their principal later on during the investment periodFor Sukukholders who wish to opt out from waiving their principal (where they opt in earlier at the start of the application);For Sukukholders who wish to change the amount to be waived (full/ partial). <p>The Sukukholders may call their respective Distribution Banks to make any changes to the status of the waiver on the principal amount.</p> <p>For those who opt in to waive their principal, the Sukukholders' final statement will reflect the principal waived and the Sukukholder will be able to use the said e- statement as proof for tax filing purposes (equivalent to tax voucher).</p>
<p>7 In the event that the Sukukholders change their mind on the principal amount which they want to waive, can the instruction be altered?</p>	<p>Yes. The Sukukholders are allowed to alter the principal amount they choose to waive at maturity that may have been decided upfront during the application stage. Notwithstanding, the alteration can only be made during the last quarter prior to the maturity date (“Alteration Period”).</p> <p>For any alteration, the Sukukholders can contact their respective Distribution Banks (please refer to respective Distribution Banks' websites for further information) within forty-five (45) calendar days of the said 21st monthly e-statement date to make any changes to the waiver status of the principal amount which shall thereafter be communicated to the Primary Distribution Bank for the database to be updated accordingly. Any request for changes shall be made by the Distribution Banks via submission of the Sukuk Prihatin Maintenance Form to the Primary Distribution Bank via email. Such submission of request shall be effective and is deemed correct on the day of receipt by the Primary Distribution Bank on such request made by the Distribution Banks.</p> <p>If no alteration notice is received by the Primary Distribution Bank within forty-five (45) calendar days of the said 21st monthly e-statement date, the Primary Distribution Bank shall assume that the Sukukholders election towards the option made at the point of application of the Sukuk Prihtan shall remain effective.</p>
<p>8 If the Sukukholder has opted not to waive the principal amount during the application of the Sukuk Prihatin, can they still alter that if they wish to waive the principal amount prior to the Sukuk maturity date?</p>	<p>Yes they can. Sukukholders who wish to waive their right to receive the principal amount (in part or in full), can request for such changes to be made by contacting the Distribution Banks (please refer to respective Distribution Banks' websites for further information) within the Alteration Period, prior to the maturity date of the Sukuk Prihatin. The Distribution Banks shall thereafter communicate the changes accordingly to the Primary Distribution Bank via submission of the relevant Sukuk Prihatin Maintenance Form for such changes to be updated into the database accordingly.</p>

Frequently Asked Questions for Sukuk Prihatin

Holding the investments

<p>9 Is there any tax-related benefit to the holders of the Sukuk Prihatin if they exercise the rights to waive the principal upon maturity?</p>	<p>Yes. Any principal amount waived by the Sukukholders shall be tax deductible for the purpose of tax filing of the said holders of the Sukuk Prihatin during the tax filing period in the basis for the period for that year of assessment where the redemption of Sukuk Prihatin is made.</p> <p>The Sukukholders can use the last e-statement of the Sukuk Prihatin obtained via email from the Primary Distribution Bank to claim from the Inland Revenue Board for the tax deductibility on the amount of principal waived on maturity date and the tax exemption on such income earned from the Sukuk holdings for the respective tax filing year.</p> <p>For the avoidance of doubt, subscription made by any Registered Trustee, 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, shall not be accorded with tax-related benefit under the Sukuk Prihatin scheme.</p>
<p>10 How do the holders make changes to their email address/ bank account details (from the same bank the application is made only) in relation to the Sukuk subscription?</p>	<p>Changes to the particulars i.e account number (from the same bank) and email address can be made by contacting the respective Distribution Banks (please refer to respective Distribution Banks' websites for further information) where request for such changes can made within forty-five (45) calendar days from the closing of the offering date of the Sukuk Prihatin (the "Period"). No changes will be allowed post the said Period.</p> <p>Such notification shall be effective only upon receipt of such request via the Sukuk Prihatin Maintenance Form by the Primary Distribution Bank from any of the Distribution Bank on behalf of the Sukukholders. Upon receipt of such notice, the Primary Distribution Bank shall reflect such changes within thirty (30) calendar days into its database.</p> <p>The respective Distribution Bank is responsible to perform the required validation process upon receipt of such request from the Sukukholders at their end before submitting the Sukuk Prihatin Maintenance Form for the Primary Distribution Bank to process and update the information accordingly.</p>
<p>11 For Sukukholders who made multiple applications via internet/ mobile banking platforms of the same Distribution Banks (from one account only), will they receive a consolidated statement on their aggregate holdings of the Sukuk Prihatin?</p>	<p>No. The Sukukholders will receive an e-statement in respect of each application that they have made for the Sukuk Prihatin via the Distribution Banks (from one account only). The Primary Distribution Bank will not be issuing any consolidated statement in respect of their aggregate holdings during the tenure of the Sukuk Prihatin.</p>
<p>12 What are the factors affecting the yield and price of the Sukuk?</p>	<p>Not applicable as the Sukuk Prihatin is non-tradable and non-transferable in the secondary market. Investors are expected to hold its investment in the Sukuk Prihatin until its maturity</p>

Frequently Asked Questions for Sukuk Prihatin

Holding the investments

13 How will I get paid the profit for the Sukuk Prihatin? Is it similar to the stocks?

Profit payments will be credited directly by the Primary Distribution Bank on quarterly basis into the bank account of the Sukukholders of the Sukuk Prihatin which funds were debited from for the subscription of the Sukuk Prihatin.

The Government will pay all the profit and principal amount due and payable pursuant to the Sukuk Prihatin on the respective due date as required under the terms of the Sukuk Prihatin to the Primary Distribution Bank. The Sukukholders' account will be credited with the said amount by the Primary Distribution Bank on the respective due date of such payment via GIRO/ RENTAS transfer (whichever is applicable).

Each Sukukholder will receive monthly e-statement via e-mail registered by them during the application from the Primary Distribution Bank. This e-statement is essential to the Sukukholders for tax claim purposes (equivalent to tax voucher).

14 How is the profit payment calculated?

Example of how the profit payment is calculated using the following formula similar to other government securities:

Profit payable

$$= \text{Profit Rate ("PR")} \times \text{Nominal Value ("NV")} \times (1/\text{Frequency of payment}) \times (\text{Actual}/\text{Actual})$$

Assumptions:

PR : 2.0% per annum

Nominal Value : RM1,000

The calculation for profit payment may be illustrated as follows:

$$= 2.0\% \times \text{RM1,000} \times (365 \text{ days} / 365 \text{ days})$$

$$= \text{RM20.00}$$

Since profit is paid quarterly, the profit payment per payment period is:

$$= \text{RM20.00} \times (1/4) \times (90 \text{ days} / 90 \text{ days})$$

$$= \text{RM5.00}$$

Profit will be paid to investors quarterly until maturity date of the Sukuk Prihatin e.g. if the issue date of the Sukuk is 22 September 2020, the first profit payment will be on 22 December 2020.

Frequently Asked Questions for Sukuk Prihatin

Holding the investments

15 How do I calculate the amount that I am entitled to at maturity date if I decided to opt to waive my principal amount in part only?

The principal amount due at maturity date shall be calculated as follows:-

Amount due at maturity date
= Initial investment amount - Amount waive in part at maturity date

Example:

Mak Cik Kiah subscribed to RM10,000 Sukuk Prihatin and decided to waive RM3,000 of the principal amount due at maturity date as part of her contribution to any Government trust account, approved by the Government (“**Government Trust Account**”). The amount of principal that she will receive on the maturity date will be as follows:-

Initial Investment : RM10,000

Amount waive in part at maturity date : RM3,000

Amount due at maturity = RM10,000 - RM3,000
= RM7,000

16 How would the final settlement of the principal amount due at maturity be paid to the Sukukholders?

Payment for the final settlement amount of the principal to the Sukukholders shall be made by the Primary Distribution Bank either via GIRO (for amount less than RM1,000,000) or RENTAS (for amount more than RM1,000,000)

End of Frequently Asked Questions

APPENDIX IV

TERMS & CONDITIONS OF THE SUKUK PRIHATIN

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.	Issuer	Government of Malaysia (“ Government ”)
2.	Instrument	Sukuk Prihatin (Scripless)
3.	Utilisation of Proceeds	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.	Sukuk Size	Up to RM500 million in nominal value
5.	Issue Date	22 September 2020
6.	Islamic Principle	Commodity Murabahah (via Tawarruq)
7.	Tenure/ Maturity Date	The Sukuk Prihatin will have a maturity of 2 years and will mature on 22 September 2022.
8.	Eligible Buyer/Applicant	<ol style="list-style-type: none"> 1) A Malaysian who is at least 18 years old at the closing date of the offering; or 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 3) A cooperative, foundation, sole proprietorship, partnership, association or other incorporated bodies operating in Malaysia; or 4) A trustee that is registered as a member of the Association of Trust Companies Malaysia (“Registered Trustee”), who acts on behalf of Eligible Buyer/ Applicant that falls under item (1), (2) and (3) above. <p>Notes:</p> <ol style="list-style-type: none"> (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. (b) Application made by a Registered Trustee shall be subjected to the terms and condition set out in Other Terms and Conditions.

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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.	Profit Rate	2.0% per annum (fixed throughout the tenure).
10.	Frequency of Profit Payments to Investors	<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.	Minimum subscription amount	<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.	Maximum amount of Subscription	No maximum amount.
13.	Subscription Period	18 th August to 17 th September 2020
14.	Redemption	<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 (“Government Trust Account”).</p>

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15.	Transferability and Assignability	The Sukuk Prihatin are non-tradable, non-transferable and non-assignable.
16.	Option to Waive the Principal Amount due on Maturity Date as a Contribution to the Government	<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 21st monthly e-statement date (choose to donate in part or in full).</p> <p>The Sukukholders will be reminded in their 21st 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 21st 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 (“FAQs”) section of the Knowledge Pack.</p>
17.	Tax Treatment Accorded to the Sukukholders	<p>a) In respect of Profit from the Sukuk Prihatin: -</p> <ul style="list-style-type: none"> (i) All profit from the sukuk will be tax exempted. (ii) This exemption is only applicable to Eligible Buyer/Applicant stated herein and is not applicable to:- <ul style="list-style-type: none"> 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 2) Registered Trustee who acts on behalf of Eligible Buyer/ Applicant. (iii) Each Sukukholder is required to keep the e-statement of the Sukuk Prihatin for tax exemption purposes. <p>b) In respect of waiver of the principal amount of Sukuk Prihatin:-</p> <ul style="list-style-type: none"> (i) Applicable only to the Eligible Buyer/Applicant stated herein who chooses to waive the principal amount (in part/ in full)

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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"> 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 2) Registered Trustee who acts on behalf of Eligible Buyer/ Applicant. <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.	Primary Distribution Bank	Malayan Banking Berhad (“ Maybank ”)
19.	Distribution Banks	The participating banks as listed in Appendix I to the Terms and Conditions herein.
20.	Payment Service Provider	Payments Network Malaysia Sdn Bhd (“ PayNet ”), the operators of JomPAY and DuitNow.
21.	Distribution Channels of the Distribution Banks	<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.	Payment Method	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.	Notifications	(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 (“Subscription Notice”). 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>Disclaimer: 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>Proof of Application / Certificates/ e-Statements</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 (“Proof of Application”).</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 (“Successful Sukuk Prihatin Applicant”) 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>Governing Laws</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>Change of email addresses/ bank account details (from the same bank)</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 “Period”). 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>Privacy Act</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 & PayNet (the “Parties”). The Primary Distribution Bank’s PDPA policies can be found at https://www.maybank2u.com.my/iwov-resources/maybank/document/my/en/personal/PDP-A-mbb.pdf</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"> (i) required by law including under any legislation or regulation, government agency or court order; or (ii) required by BNM or the Primary Distribution Bank for the purposes of completing, verifying or restricting any transaction made by them; or (iii) authorised by the Sukukholders for clarification of their transaction records; or

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		<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.	Distribution Banks and Primary Distribution Banks’ right to debit or credit the respective account of the Sukukholders (as the case may be)	<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 “Rules”).</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.	Communications/ Information	<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>Statement of holdings of Sukuk Prihatin</p>	<p>a) A statement of holdings of the Sukuk Prihatin (“e-statement”) 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>Anti- Corruption, Anti-Money Laundering and Sanctions Law</p>	<p>The Sukukholders hereby represent and warrant to the Issuer, Primary Distribution Bank, Distribution Banks, PayNet and BNM that:-</p> <p>a) Anti-Corruption Laws</p> <p>It shall at all times operate the accounts registered for the purpose of its holdings of the Sukuk Prihatin (“Account”) in compliance with all applicable Anti-Corruption Laws, policies and regulations.</p> <p>b) Anti-Money Laundering Laws</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"> 1) engage directly or indirectly, in a transaction involving an unlawful activity; 2) conceal or disguise the true nature of any unlawful activity; and/or 3) utilise any monies from the Account for any money laundering or other unlawful purpose. <p>c) Sanctions</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 “Sanctions”), or (ii) located or resident in a country or territory that is the subject of United States of America OFAC Sanctions.</p>

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		(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.
7.	Agency Agreement for the Commodity Murabahah transaction of the Sukuk Prihatin	<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.	Miscellaneous	
a)	Enquiries/ Complaints	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)	Other Terms Specific to the Holdings of Sukuk Prihatin	(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 is made via the respective Distribution Banks and the Primary Distribution Bank is entitled to assume that

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		<p>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> <p>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;</p> <p>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;</p> <p>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;</p> <p>d) the death of the Sukukholder, where the prevailing inheritance law will take precedence;</p> <p>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.</p> <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>
c)	<p>Subscription by a Trustee on behalf of the beneficiary(ies) to the Sukuk Prihatin</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</p>

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		<p>Distribution Banks, BNM and the Issuer shall be entitled to rely on the following:-</p> <ul style="list-style-type: none"> (a) That the Registered Trustee has confirmed to the Distribution Banks on the required “Know Your Clients” (“KYC”) 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) & 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; (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 (c) The beneficiary(ies) subscribing to the Sukuk Prihatin satisfies the eligibility criteria stated in this Terms and Conditions of the Sukuk Prihatin. (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>d)</p>	<p>Obligations Several</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 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</p>

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	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.
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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.