



29<sup>th</sup> June 2016

Siraj Finance  
P.O.Box 63622  
Abu Dhabi  
United Arab Emirates

Kind Attention: Mr. Ahmed Bin Khalaf Al Otaiba

Dear Mr. Otaiba,

Re: Corporate Wakala Deposit

This Fatwa is being issued with regards to the Corporate Wakala Deposit (the **Relevant Product**).

In relation to the Relevant Product, the following documents are envisaged (the **Transaction Documents**):

- Application Form
- Corporate Wakala Deposit Form
- Siraj Finance Terms & Conditions for Corporate Wakala Deposits

Under the Relevant Product, the following process flow is adopted:

1. Siraj Finance shall provide the Customer with the standard Siraj Finance Corporate Wakala Deposit Terms and Conditions (the **Terms and Conditions**). In accordance with the Terms and Conditions, if the Customer intends to appoint Siraj Finance (as **Wakil**) under a relevant Wakala it shall be required to duly execute the Corporate Wakala Deposit Form and provide the same to Siraj Finance for its counter execution.
2. Upon the parties executing the Corporate Wakala Deposit Form and the Customer (as **Muwakkil**) funding the Customer account held with Siraj Finance (the **Customer Account**) with the requisite capital of the Wakala (the **Investment Amount**) a Wakala shall have been construed to have been duly constituted under the Sharia principle of Wakala subject to the Terms and Conditions (the Corporate Wakala Deposit Form and the Terms and Conditions shall be referred to as the **Wakala Agreement**).

3. Pursuant to the Wakala Agreement, Siraj Finance (as Wakil) will invest the Investment Amount on the date of placement of the Investment Amount with Siraj Finance (as Wakil) (the **Investment Date**) until the Investment Maturity Date (as set out in the Wakala Agreement) (the **Investment Maturity Date**) with Siraj Finance (as Wakil) to be invested in the common pool of Siraj Finance (as Wakil) on an unrestricted Wakala basis in accordance with the Principles of Sharia (the **Wakala**).
4. Siraj Finance (as Wakil) shall invest the proceeds of the common pool (including the Investment Amount) in Sharia compliant investments with the intent of making a profit from such investments.
5. Siraj Finance (as Wakil) shall be entitled to the Wakala Fee under the Wakala Agreement, as indicated in the Corporate Wakala Deposit Form.
6. On Investment Maturity Date, Siraj Finance (as Wakil) shall be obliged to liquidate the Wakala and provide the Investment Amount (to the extent remaining) along with the realized profits (if any) to the Customer (as Muwakkil). If, on an Investment Maturity Date, the Investment Profit exceeds the expected Anticipated Profit (as set out in the Corporate Wakala Deposit Form), Siraj Finance (as Wakil) shall be entitled to retain any such excess amount as its performance incentive (the **Performance Incentive**) and then pay the net amount Investment Amount (to the extent remaining) along with the balance amount of the realized profits to the Customer (as Muwakkil) in accordance with the Terms and Conditions (the **Investment Maturity Proceeds**). Subsequently, Siraj Finance (as Wakil) will credit the Investment Maturity Proceeds in the Customer Account belonging to the Customer (as Muwakkil).
7. In the event the Customer (as Muwakkil) has elected to reinvest the Investment Maturity Proceeds or part thereof and the date on which such reinvested amount matures shall for the avoidance of doubt be an Investment Maturity Date in respect of that part of the Investment Maturity Proceeds.
8. The Customer (as Muwakkil) may, by notice in writing to Siraj Finance (as Wakil), request immediate liquidation of the Investment prior to an Investment Maturity Date. Any such request shall be for the liquidation of the full amount of the Investment outstanding at that time and not part only. The Customer (as Muwakkil) shall have acknowledged and agreed in the Terms and Conditions that the Wakil shall be entitled to deduct from the Investment

Profit and/or Investment Amount an amount equal to the actual losses suffered or the costs incurred as a result of early termination or liquidation of the Wakala.

We hereby confirm that we have reviewed the Transaction Documents for the Relevant Product and find the same to be in accordance with the principles of Sharia.

Allaho A'alam.

Yours truly,

A handwritten signature in blue ink, appearing to read 'Hassan', with a long horizontal flourish extending to the right.

**Dr. Hussain Hamid Hassan, Chairman, Sharia Committee**