

General Terms & Conditions for Investment Term Deposits

- **Sama Investment Term Deposit**

Boubyan Bank shall invest the deposit funds on the basis of Mudaraba Motlaka. The depositor, therefore, authorizes Boubyan Bank, being a Mudaraba partner, to take all acts necessary for the mutual benefits, including determination of the methods and areas of investment, and mixing the deposit funds with thirds parties' or the Bank's funds and inclusion thereof in the financial position of the bank.

The credit balance for investment (in the fixed unlimited deposit account) is the client's capital under the Mudaraba Contract with the bank, whereby the client empowers the bank to invest all or part of the amount in Mudaraba deals, as deemed appropriate by the bank for the benefits of both parties (the bank and the client), provided the bank should be entitled to a specific agreed-upon percentage up to 50% of the realized gains under the Mudaraba Contract. In case of loss, the client shall bear its share of loss pro rata to its capital employed in Mudaraba. The credit balance on this account, which is not allocated for investment deals, shall be considered as Qardh Hassan from the client to the bank.

In case Boubyan Bank agrees to terminate the deposit before expiry of the agreed term, the Principal amount of the deposit shall be refunded to the client without any profit.

- **Wekala Investment Team Deposit**

Being an investment agent, Boubyan Bank shall invest the deposit funds in special portfolios. The depositor, therefore, empowers Boubyan Bank to take all acts necessary for the mutual benefits, including deciding on the methods and areas of investments, the proper investment portfolio, and mixing such deposit funds with the Bank's or third parties' funds and inclusion thereof in the financial position of the Bank, (in compliance with the provisions of Clause 9/B under Part One of Chapter Three of the Central Bank of Kuwait instructions with regard to Islamic Banks Supervision). The bank shall be committed not to invest the depositors' funds in projects returns on which are not less than the agreed-upon rates. The Bank shall be entitled only to the portion in excess of the aforesaid rate, as incentive fees.

In case Boubyan Bank agrees to terminate the deposit before expiry of the agreed term, the principal amount of the deposit shall be refunded to the client and the profits thereon, however, are not to be paid to the client under an assignment thereof by the client. In case of loss, the client shall bear its share of the same.

The Bank secures the invested principal amount and gains thereon if events established on infringement, omission or breach of the terms and conditions of the agency.

- **Common Conditions on the above Investment Term Deposits**

Boubyan Bank shall provide the depositor with a deposit statement evidencing the detailed particulars of the deposit when so requested by the client.

The agreed deposit term is an essential condition binding on the client who shall not be entitled to request termination of the deposit before expiry date of such term without consent of Boubyan Bank.

The deposit amount and profits thereon shall fall due to the depositor on the agreed maturity date. The deposit term shall be renewable to similar term(s) unless the bank receives written instructions to the contrary from the depositor at least two business days prior to the maturity date.

The Bank may terminate the deposit and refund its principal and profits thereon to its holder. The Bank may also freeze all or part of the deposit as and when legitimate reasons so require, especially if suspicion of money laundering operation arises. In this case, the bank may initiate all necessary measures and remedies provided by Law No. 35 for 2002 concerning anti-money laundering operations, without any liability whatsoever on the part of the Bank.

The client authorizes Boubyan Bank to set off and settle the debts payable by him to the Bank by debiting his investment deposit and profits thereon. The client agrees that all accounts opened or shall be opened in his name in the future with the Bank or any of its branches, shall guarantee each other irrespective of their types, so as to enable the bank to deduct the debit balance from any of these accounts. The Bank may also merge or combine all or some of these accounts, or freeze the credit balance in any of these accounts, until the client fulfills all of his obligations towards the Bank.

The relation between the client and Boubyan Bank is subject to and shall be governed under the applicable laws in the State of Kuwait to extent they do not contradict the principles of the Islamic Sharia'a.

- **Wakala Investment Deposit (Growing Deposit– AL Mona)**

All the above mentioned terms of the Wakala Investment Deposit shall apply. In addition to that, customers may deposit mounts into the deposit before the maturity date, provided that the added amount is at least KD 1,000 and multiples so that the maximum deposit amount does not exceed KD100,000 according to the Bank's applicable procedures for the deposit category.

- **Wakala Investment Deposit (Divided deposit– AL Jana)**

All the above mentioned terms of the Wakala Investment Deposit shall apply. The deposit is divided into more than one category and part of the deposit's amount shall be retained, customers may withdraw amounts from the deposit before the maturity date at a minimum of KD10,000 and maximum of KD100,000. according to the Bank's applicable procedures for the deposit category.

- **Long Term Deposit (Al Hana Deposit)**

Long term deposit is based on Wakala with tenure ranging from 1 to 5 years. Any difference between the expected profit rate at the time of booking and actual profit rate on maturity will be reconciled before returning the principal to the customer.

Profit will be distributed on monthly basis. In case a monthly profit distribution falling on bank holiday, the profit will be distributed on the next working day

In case of an early withdrawal, the amount returned would be based on the below grid.

Early Withdrawal Period	Before 6 Months	6 to 18 Months	18 to 36 Months	30 to 60 Months
Net amount distributed in case of early withdrawal	Principal amount only	Principal amount + 25% of the profit distributed for the investment period	Principal amount +50% of the profit distributed for the investment period	Principal amount +75% of the profit distributed for the investment period

In case of the profit has already been distributed. The principal amount might be adjusted according to the distributed amount as per the above guidelines.