

PRODUCT DISCLOSURE SHEET

Term Financing-i (Tawarruq)

Read this Product Disclosure Sheet before you decide to take up this product. Be sure to also read the terms in the letter of offer. Seek clarification from the Bank if you do not understand any part of this document or the general terms stated herein.

Date: _____

1. What is this product about?

Term Financing-i (Tawarruq) is a type of medium to long term Shariah compliant facility. Generally, Term Financing-i (Tawarruq) is used to finance:

- The acquisition of assets/properties
- The construction and development of assets
- The redemption sum/refinancing of assets/properties
- The working capital requirement

Term Financing-i (Tawarruq) is available in Ringgit Malaysia (RM) and other currencies subject to the Bank's approval.

2. What is the Shariah concept applicable?

The Shariah concept applicable for this product is Commodity Murabahah (*Tawarruq*) arrangement whereby it refers to the trading of commodities which act as the underlying assets in two different level of transactions.

To facilitate the Shariah arrangement, you (Customer) will execute the Agency Agreement to appoint the Bank as your agent to perform the Tawarruq transactions. Prior to disbursement, the Bank will buy specified commodity from Commodity Broker A at the Purchase Price. Then, the Bank (acting as your agent) will purchase the specified commodity from the Bank on your behalf at the Selling Price which is to be paid on deferred payment terms as agreed. Next, the Bank (acting as your agent) will sell the commodity-to-Commodity Broker B at a price equivalent to Purchase Price.

3. What do I get from this product?

You will be provided a facility with the following key features:

| | |
|----------------------------------|---|
| Facility Amount (Purchase Price) | |
| Margin of Financing | |
| Tenure | |
| Profit Rate: Variable Rate | i. EPR : _____ p.a. (e.g. BFR/ LIBOR + spread) ii. CPR : _____ p.a. |
| or Fixed Rate | at _____ p.a. |
| Selling Price | |

Note:

- Variable rate is fixed at any reference rate as determined and approved by the Bank.
- Base Financing Rate ("BFR") will be determined by Bank from time to time. If there is any change to the BFR, the Bank will give you written notice (which also includes via electronic means) within seven (7) business days from the date of such changes taking effect. Current BFR is 6.75% p.a.
- Ceiling Profit Rate ("CPR").

- Effective Profit Rate ("EPR").
- London Interbank Offered Rate ("LIBOR") must be known at the time of financing.

4. What are my financial obligations?

- Monthly/ Quarterly/ Semi-Annually/ Annually instalments: _____
- To pay the Bank's Selling price of _____.
- If applicable, Ibra' (rebate) will be granted based on the difference between the CPR and the EPR and as long as the EPR is lower than the CPR.
- To settle all amounts outstanding on or before the expiry of the facility tenure i.e., maturity date.

5. What are the fees and charges I have to pay?

The fees and charges for this product are as follows:

| Item | Details of fees/charges |
|---------------------------------------|---|
| Stamp Duty | As per Stamp Act 1949 (revised 1989) |
| Brokerage Fee | RM40.00 per RM1.0 million or any other brokerage fee charged by trading platform on tier-rated basis. |
| Letter of Support | RM50 (waived for micro enterprises customers) |
| Legal Fee on financing documentations | Costs and charges relating to the financing documentation will be borne by you. |

Note: You will be given prior written notice (which also includes via electronic means) of at least twenty-one (21) days in the event of any changes to the fees and charges above.

6. What if I fail to fulfil my obligations?

- The Bank may impose and demand from you late payment compensation by way of Ta'widh (compensation charges) for the following:
 - Default payment(s) during facility tenure: 1% p.a. on overdue amount;
 - Default payment of any sum agreed to be paid for recalled/terminated cases: 1% p.a. on the outstanding balance (outstanding principal plus accrued profit);
 - Default payment of any outstanding balance after maturity of the facility: Bank Negara Malaysia ("BNM") Islamic Interbank Money Market ("IIMM") rate on the outstanding balance (outstanding principal plus accrued profit);
 - Default payment of any outstanding balance after judgment: BNM IIMM rate on the basic judgment sum (excluding legal costs and late payment charges).

- Note:
- i. Compensation charges will not be compounded;
 - ii. Compensation charges methodology and rates are subject to changes as may be prescribed by BNM;
 - iii. Compensation charges are computed on daily basis from the payment due date/termination date/maturity date/judgment date.

- The Bank may set-off any credit balance in your account maintained with the Bank against any outstanding balance in this financing account by giving you at least seven (7) days' prior written notice (which also includes via electronic means).
- The Bank may take legal action against you and all costs incurred will be borne by you. This legal action will have an effect on your credit rating and may lead to difficulties in your future financing applications.

7. What if I fully settle the financing before its maturity?

- The Bank will grant Ibra' (rebate) to you (if applicable) where there is:
 - i. Early settlement or early redemption of the facility; or
 - ii. Settlement of the original financing contract due to financing restructuring exercise; or
 - iii. Settlement by you in the case of default; or
 - iv. Settlement by you in the event of termination or cancellation of financing before the maturity date.
- The Ibra' (rebate) is calculated as follows:

| | | |
|---------------------|---|---|
| Ibra' at Settlement | = | Remaining Unearned Profit - Early settlement charges (if any) |
|---------------------|---|---|

8. Do I need any guarantor or collateral?

- A guarantor is to be provided if the facility is unsecured.
- The facility may be secured by any collateral acceptable by the Bank.

Note: However, the above requirement will depend on your creditworthiness

9. What are the major risks inherent to this product?

- If the facility is based on variable rate, an increase in BFR will result to higher instalment but is capped at CPR. The Bank will notify you on such changes of instalment amount by giving you written notice (which also includes via electronic means) at least seven (7) days prior to the effective date.
- Should you encounter any difficulties in meeting your obligations, please contact your dedicated Relationship Manager in advance to discuss other payment alternatives. This is to avoid any legal action against you in the event you are unable to pay your instalment.

10. What do I need to do if there are changes to my contact details?

- It is important that you inform us of any change in your contact details to ensure that all correspondence reaches you in a timely manner.
- Please contact 03-2096 3000 or visit the Bank's nearest branch to update your contact details.

11. Where can I get assistance and redress?

- If you have difficulties in making payments, you should contact us as soon as possible to discuss alternative payment arrangements. You may contact us at:
Collection & Recovery Department
Ground Floor, Menara MBSB,
46, Jalan Dungun,
Damansara Heights,
50490 Kuala Lumpur.
Phone : 03-2096 3000
Fax : 03-2092 1035

- Alternatively, you may seek the service of Agensi Kaunseling dan Pengurusan Kredit ("AKPK"), an agency established by Bank Negara Malaysia to provide free services on money management, credit counselling and debt restructuring for individuals. You can contact AKPK at:
Agensi Kaunseling dan Pengurusan Kredit (AKPK)
Tingkat 8, Maju Junction Mall,
1001, Jalan Sultan Ismail,
50250 Kuala Lumpur
Phone : 1800-88-2575
E-mail : enquiry@akpk.org.my

- If you wish to complain on the products or services provided by us, you may contact us at:
Customer Experience Management
25th Floor, MBSB Bank Tower
Jalan Persiaran Barat, Section 52
46200 Petaling Jaya, Selangor
Phone : 03-2096 3000
E-mail : complaint@mbsbbank.com
enquiry@mbsbbank.com

- If your query or complaint is not satisfactorily resolved by us, you may contact:
Bank Negara Malaysia LINK or TELELINK
Block D, Bank Negara Malaysia,
Jalan Dato' Onn,
50480 Kuala Lumpur.
Phone : 1-300-88-5465
Fax : +603-2174 1515
E-mail : bnmteletelink@bnm.gov.my

12. Where can I get further information?

- Should you require additional information on the product, please visit our website at www.mbsbbank.com or alternatively call your respective Relationship Manager.

13. Other facilities available?

- i. Revolving Credit-i
- ii. Term Financing-i (Istisna' & Ijarah)
- iii. Equipment Financing-i
- iv. Bank Guarantee-i

IMPORTANT NOTE :

**LEGAL ACTION MAY BE TAKEN
AGAINST YOU IF YOU FAIL TO
SERVICE YOUR PAYMENTS OF THIS
FACILITY ON A REGULAR BASIS**

The information provided in this disclosure sheet is valid as at _____