

# PRODUCT DISCLOSURE SHEET

## Automation and Digitalisation Facility

Please read this Product Disclosure Sheet before you decide to take up this product. Be sure to read the general terms and conditions.

Date: \_\_\_\_\_

### 1. What is this product about?

Automation and Digitalisation Facility (ADF) is a type of Term Financing-i funded by Bank Negara Malaysia (BNM), aims to incentivize Small & Medium Enterprises (SMEs) to automate processes and digitalise operations to increase productivity and efficiency.

### 2. What is the Shariah concept applicable?

The Shariah concept applicable for this product is *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/wakil 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 to be paid on deferred payment terms as agreed. Next, the Bank acting as your agent shall 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:

Purpose	
Facility Amount (Purchase Price)	
Margin of Financing	
Tenure	
Profit Rate	
Selling Price	

### 4. What are my financial obligations?

- Monthly/ Quarterly/ Semi-Annually/ Annually instalments: \_\_\_\_\_
- To pay the Bank's Selling Price of \_\_\_\_\_
- 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 do I have to pay?

The fees and charges for this product as follows:

Item	Details of fees/charges
Stamp Duty	As per Stamp Duty Act 1949 (revised 1989)
Brokerage Fee	RM40 per RM1million transaction on pro-rated basis
Letter of Support	RM50 (Waived for micro enterprises customers)

Item	Details of fees/charges
Legal Fee on Financing documentations	Costs and charges relating to the financing documentation shall be borne by the Customer.

### 6. What if I fail to fulfil my obligations?

- The Bank shall be entitled to 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 covenanted 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 post judgment:  
BNM IIMM rate on the basic judgment sum (excluding legal costs and late payment charges)

Note: i. Compensation charges shall 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 has the right to set-off any credit balance in your account maintained with us against any outstanding balance in this financing account, however, it would be made known to you.
- The Bank reserves the right to take legal action 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 shall grant Ibra' (rebate) to you (if applicable) where there is :
  - Early settlement or early redemption of the Facility; or
  - Settlement of the original financing contract due to financing restructuring exercise; or
  - Settlement by you in the case of default; or
  - 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)
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### 8. Do I need to take Guarantee coverage?

- Guarantee coverage is compulsory to be obtained from Credit Guarantee Corporation Malaysia (CGC) or Syarikat Jaminan Pembiayaan Perniagaan (SJPP).

**9. Do I need any collateral?**

- Any collateral that is acceptable by the Bank.

*Note: However, the above requirement will depend on customer's creditworthiness*

**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 the change(s)

**11. Where can I get assistance and redress?**

- If you wish to make a complaint on the products or services provided by us, you may contact us at :

**Customer Experience Management Dept**

**7th Floor, Wisma MBSB,**

**48, Jalan Dungun, Damansara Heights,**

**50490 Kuala Lumpur**

**Phone : 03-2096 3000**

**e-mail : [enquiry@mbsbbank.com](mailto: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 : [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@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](http://www.mbsbbank.com) or alternatively call your respective Relationship Manager.

**13. Other facilities available?**

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|----------------------------------------|--------------------------------------|
| i. Special Relief Facility (SRF)       | iii. Agrofood Facility (AF)          |
| ii. All Economic Sector Facility (AES) | iv. Micro Enterprises Facility (MEF) |

**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 : \_\_\_\_\_