

## PRODUCT DISCLOSURE SHEET

### Term Financing-*i* (Term Financing-*i*)

Date: \_\_\_\_\_  
[To be filled by Sales Personnel]

Please read and understand this Product Disclosure Sheet together with the general terms and conditions before you decide to apply or accept the offer of Term Financing-*i*.

Kindly seek clarification from Agrobank ('Bank') if you do not understand any parts of this document or the general terms and conditions.

### 1. What is the product about?

Term Financing-*i* is a Shariah compliant financing facility provided to the customer for carrying out the activities or projects that have relevance to the agricultural sector.

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

#### **Tawarruq**

The Shariah Concept applied for the above product is *Tawarruq*. *Tawarruq* consist of two sale and purchase contracts where the customer purchase the Commodity from the Bank at a mark-up sale price (Bank's Sale Price) on a deferred payment basis and subsequently sells the Commodity to a Commodity Supplier for cash at the Bank's Purchase Price with the objective of obtaining cash.

#### **Wakalah**

Under this facility, the Bank will apply the dual-agency mechanism under the *Wakalah* concept. The customer appoints the Bank as the customer's agent to purchase the Commodity from the Bank and subsequently sells the Commodity to another Commodity Supplier on behalf of the customer in order to complete the *Tawarruq* transaction.

"Commodity" in the context of *Tawarruq* transaction refers to any type of Shariah-compliant commodities acceptable by the Bank such as crude palm oil, plastic resin, airtime, or any other commodity as advised by the Commodity Supplier through any Commodity Trading Platform approved by the Bank.

### 3. What do I get from this product?

<b>Margin of Financing</b>	Up to maximum of 90% total cost project
<b>Tenure of Financing</b>	Minimum: 6 months Maximum: 15 years
<b>Profit Rate</b>	Subject to the Bank's current policy
<b>Ceiling Profit Rate (CPR)</b>	BFR + 4% p.a. OR 10% p.a. OR whichever is higher
<b>Effective Profit Rate (EPR)</b>	At the current rate and did not exceed the CPR charged and is calculated on a monthly balance.

#### **Notes:**

- The Base Financing Rate (BFR) is subject to changes by the Bank from time to time. Current BFR is .....
- CPR is the maximum rate that can be charged for this product.
- EPR must not exceed CPR during the facility period.
- Should there is a change in BFR, EPR and total payment amount for the facility will be changed accordingly.

#### 4. What are my obligations?

- Payment must be made based on the sale price (amount of financing plus profit).
- To execute akad in the Tawarruq transaction
- Important:** Monthly instalments and payment amounts will vary if there is a change in the Base Financing Rate. The following is an example of calculating monthly instalment payments if there is a change in the Bank's Base Financing Rate:

Rate	Today (BFR= __ %)	If BFR increase by 1%	If BFR increase by 2%
Monthly installment	RM		
Total profit at the end of __ (year)	RM		
Total payment at the end of __ (year)	RM		

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

<b>Stamp Duty Fees</b>	As stipulated in the Stamp Act 1949
<b>Legal &amp; Disbursement Charges</b>	Including legal fees for Facility documentation, registration of charge, land search, bankruptcy search, winding-up search and other relevant charges (if applicable)
<b>Takaful Contributions</b>	Depending on the amount of coverage taken for the Facility
<b>Brokerage Fee</b>	RM 7 for every RM1,000,000.00 of commodity purchasing amount.

**Notes:**

- Any changes to the related fees and charges will be made in writing by the Bank.
- Fees and charges are subject to Sales and Service Tax (if any) or any other tax as prescribed by the relevant government.

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

- The Bank shall have the right to impose and claim for compensation (*Ta'widh*) from the Customer on the Bank's actual loss due to the Customer's default/failure in making the Instalment Payment or any other payment payable by the Customer to the Bank. The compensation (*Ta'widh*) shall not be compounded and calculated from the date of the payment becomes due until settlement based on the following guidelines issued by Bank Negara Malaysia (BNM) as follows: -

i. Prior to Maturity Date

*Ta'widh* shall be imposed on the overdue installment at the rate of up to one per centum (1%) to be calculated on a daily basis.

$$Ta'widh = \text{Overdue Installment} \times 1\% \times \frac{\text{No. of Days Overdue}}{365}$$

ii. Upon Maturity Date

*Ta'widh* shall be imposed on the balance outstanding of the Facility at the prevailing Islamic Interbank Money Market (IIMM) rate as fixed by the Bank from time to time based on the guidelines issued by the BNM.

$$Ta'widh = \text{Outstanding Balance} \times \text{Prevailing **IIMM} \times \frac{\text{No. of Days Overdue}}{365}$$

**Note:** \*\*IIMM - Islamic Interbank Money Market refers to the rate as may be determined by Bank Negara Malaysia (BNM) from time to time.

- The Bank reserves the right to take legal action if the Customer fails to comply with the notice(s) issued by the Bank.
- The Bank reserves the right to review and terminate the facility granted to the Customer by giving prior notice to the Customer upon occurrence of any events of default as agreed in the terms and conditions of the facility.

**7. What if I make early settlement?**

- Rebate (*Ibra'*) shall be granted to you based on the formula set out below, in the event of any of the scenarios (but not limited to) below: -
  - i. Early settlement or early redemption or prepayments.
  - ii. Settlement of the financing due to restructuring exercise.
  - iii. Settlement by the Customer in the case of default whereby even though the Customer is in default, the Customer makes full settlement of the indebtedness under the financing before maturity date.
  - iv. Settlement by the Customer in the event of termination or cancellation of financing before maturity date.
  - v. The profit amount based on the Effective Profit Rate (EPR) is lower than the profit amount based on the Ceiling Profit Rate (CPR).
- Rebate (*Ibra'*) will be calculated based on the following formula:

$$Ibra' \text{ at Early Settlement} = \text{Deferred Profit} - \text{Early Settlement Charges}$$

$$\text{Settlement Amount} = \text{Outstanding Selling Price} + \text{Instalment Due} + \text{Late Payment Charges (if any)} - Ibra'$$

**8. Do I need any Takaful coverages?**

Customer is encouraged to take Takaful Credit Scheme to secure the indebtedness amount under the financing. Payment can be made through the deduction from the amount of financing.

The takaful protection plan is necessary to cover your outstanding financing and / or term of coverage in the event of any unfortunate circumstances. As to safeguard the interest of the Bank and Customers, the appointment of Takaful panel is highly recommended. However, customers are allowed to choose non-panel takaful provider as approved by the Bank.

**9. What are the major risks?**

In the event of customer failed to settle the outstanding amount of financing, Bank has the right to take the ownership of the collateral which has been charged together or to take legal action against the customer and/or guarantor.

**10. Do I need a guarantor or collateral?**

Yes. Collateral and/or a guarantor are required by the Bank and subjected to Bank's current policy.

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

It is important that you inform the Bank of any changes in your contact details to ensure that all correspondence reaches you in a timely manner. Please visit any nearby Bank branches or kindly contact the Bank at:

**Address** : Bangunan Agrobank, Leboh Pasar Besar, 50726 Kuala Lumpur  
**Tel. No.** : 1-300-88-2476  
**Fax** : 603-2691-7790  
**Email** : [customer@agrobank.com.my](mailto:customer@agrobank.com.my)

### 12. Where can I get assistance and redress?

If you have difficulties in making payments, you should contact the Bank earliest possible to discuss payment alternatives. Please visit any nearby Bank branches or kindly contact Bank at:

**Address** : Bangunan Agrobank,  
Leboh Pasar Besar,  
50726 Kuala Lumpur  
**Tel. No.** : 1-300-88-2476  
**Fax** : 603-2691-7790  
**Email** : [customer@agrobank.com.my](mailto:customer@agrobank.com.my)

If you wish to obtain further information or lodge a complaint on the products and services provided by the Bank, please visit any nearby Bank branches or kindly contact Bank at:

**Address** : Agrobank, Client Relationship  
Management, Leboh Pasar Besar,  
50726 Kuala Lumpur  
**Tel. No.** : 1-300-88-2476  
**Fax** : 603-2691-7790  
**Email** : [customer@agrobank.com.my](mailto:customer@agrobank.com.my)

Alternatively, you may seek services of Agensi Kaunseling dan Pengurusan Kredit (AKPK), an agency established by Bank Negara Malaysia to provide free services on financial management, credit counseling and debt restructuring for individuals. You are encouraged to attend "Program Pengurusan Wang Ringgit Anda" or "Power" offered by AKPK. Please contact AKPK at:

**Address** : Tingkat 5 dan 6,  
Menara Bumiputra-Commerce,  
Jalan Raja Laut,  
50350 Kuala Lumpur  
**Tel. No.** : 03-261-7766  
**Email** : [enquiry@akpk.org.my](mailto:enquiry@akpk.org.my)

If your query or complaint is not satisfactorily resolved by us, you may contact Bank Negara Malaysia LINK or TELELINK at:

**Address** : Block D, Bank Negara Malaysia,  
Jalan Dato' Onn,  
50480 Kuala Lumpur  
**Tel. No.** : 1-300-88-5465  
**Fax** : 603-2174-1515  
**Email** : [Customer@agrobank.com.my](mailto:Customer@agrobank.com.my)

### 13. Other facilities available

- Working Capital-*i*

#### Other Information

- The information provided in this Product Disclosure Sheet is valid as at: \_\_\_\_\_
- Customer is advised to consider all risk factors before deciding to apply for the financing.

#### **IMPORTANT NOTE**

**LEGAL ACTION MAY BE TAKEN AGAINST YOU IF YOU FAIL TO KEEP UP PAYMENTS ON YOUR TERM FINANCING-*i*.**

**Disclaimer**

- The terms and conditions indicated in this Product Disclosure Sheet are tentative/indicative only and not binding on the Bank. The final terms and conditions are stipulated in the Letter of Offer and Facility Agreement after credit assessment and financing approval.
- Please note that all information disclosed under this document shall be processed in accordance with the relevant laws, including the Personal Data Protection Act 2010. Please read our PDPA Policy which is available at or website at [www.agrobank.com.my](http://www.agrobank.com.my) or you may visit our nearest branch if you have any enquiries.