

PROGRAMME DISCLOSURE SHEET

PROGRAM SKIM PEMBIAYAAN KEPADA PENYEDIA PERKHIDMATAN JELAPANG PADI BAGI PEMBEKAL PADI KEPADA SYARIKAT PADIBERAS NASIONAL BERHAD ("PROGRAM BERNAS PP")

Date : _____

[To be filled by Sales Personnel]

Please read and understand this Programme Disclosure Sheet together with the general terms and conditions before you decide to apply or accept the offer of BERNAS PP Programme.

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 BERNAS PP Programme?

The BERNAS PP Programme is an initiative of the Bank to offer working capital financing to the service providers under BERNAS supervision, which helps to manage crop management and planting operations for farmers who supply the rice to BERNAS.

2. Who is involved in this BERNAS PP Programme?

This program involves the service provider which are managed by agencies as below:

- i. Lembaga Kemajuan Pertanian Muda (MADA)
- ii. Lembaga Kemajuan Pertanian Kemubu (KADA)
- iii. Kawasan Pembangunan Pertanian Bersepadu (IADA):
 - Barat Laut Selangor
 - Pulau Pinang
 - Ketara
 - Seberang Perak

3. What Shariah concepts are used?

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.

"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.

4. What are the major risks involved?

In the event of customer failed to settle the outstanding amount of financing, Bank has the right to take legal action against the customer.

5. Do I need a collateral?

No collateral is required from the customer for this program.

6. 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 any non-panel takaful providers as approved by the Bank.

7. What are the features of this programme?

Financing Product	Working Capital Financing-i (WCF-i)
Financing Scope	Working capital financing for paddy planting operations and yield management covering items such as: <ul style="list-style-type: none"> a) Purchase of seeds; b) Purchase of fertilizers, pesticides, and labour cost for field maintenance; c) Costs of field preparation for paddy planting, including land preparation and machinery use; d) Costs related to harvesting and delivery of produce to BERNAS Rice Mill; e) Management fees to Service Providers offering paddy field operational management services.
Profit Rate	4% per annum based on monthly balance
Ta'widh Rate	As detailed in item 12 below
Financing Amount	RM _____
Financing Limit	Maximum: RM500,000 Minimum: RM50,000 <ul style="list-style-type: none"> - Subject to the area of the cultivated paddy field, which is at a rate of RM3,500 per hectare. - The total aggregate amount of financing under this scheme is up to RM500,000 only, with credit exposure calculated on a standalone basis.
Facility Tenure	Not exceeding 60 months (5 Years)
Financing Tenure	Up to six (6) months

8. What is my obligation?

- Make payments based on the sales price (amount of financing plus profit).
- Execute contracts for *Tawarruq* transactions.

9. What are the eligibility criteria to apply for this financing?

Applicant's requirement as below:

- i. Malaysian citizen;
- ii. Age between 18 years old (during application) up to 60 years old (end of financing tenure);
- iii. Company are registered under Companies Commission of Malaysia (*Suruhanjaya Syarikat Malaysia (SSM)*);
- iv. Service provider must be registered under BERNAS;
- v. The service provider which are managed by agencies are as below:
 - a) Lembaga Kemajuan Pertanian Muda (MADA)
 - b) Lembaga Kemajuan Pertanian Kemubu (KADA)
 - c) Kawasan Pembangunan Pertanian Bersepadu (IADA):
 - Barat Laut Selangor
 - Pulau Pinang
 - Ketara
 - Seberang Perak

10. What are the document require for this programme?

The document require for this programmes as below:

- a) Letter Offer as Registered Service Provider from BERNAS;
- b) BERNAS confirmation letter for the details of the total operational area including the number of farmers and operational areas or any document requests related to the bank from time to time;
- c) The latest six (6) months' bank statement (from all active bank account) from the date of the financing application (2months from the date financing application is recieved);

- d) For Sdn Bhd companies, it is required to submit audited accounts not exceeding 21 months from the date of application.

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

Stamp Duty Fees	As stipulated in the Stamp Act 1949
Legal & Disbursement Charges	Including legal fees for Facility documentation, registration of charge, land search, bankruptcy search, winding-up search and other relevant charges (if applicable)
Takaful Contributions	Depending on the amount of coverage taken for the Facility.
Brokerage Fee	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.

12. 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.

$$\text{Ta'widh} = \text{Overdue Installment} \times 1\% \times \frac{\text{No. of Days Overdue}}{365/366}$$

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.

$$\text{Ta'widh} = \text{Outstanding Balance} \times \text{Prevailing **IIMM} \times \frac{\text{No. of Days Overdue}}{365/366}$$

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.

13. 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 following scenarios (but not limited to):
 - Early settlement or early redemption or prepayments.
 - Settlement of the financing due to restructuring exercise.
 - 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.
 - Settlement by the Customer in the event of termination or cancellation of financing before maturity date.
- Rebate (*Ibra'*) will be calculated based on the following formula:

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Effective Date : **January 2025**

PUBLIC

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

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

14. 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:

Alamat	: Bangunan Agrobank, Leboh Pasar Besar, 50726 Kuala Lumpur, Malaysia
No. Tel.	: 1-300-88-2476
Faks	: 603-2691-7790
Emel	: customer@agrobank.com.my

15. Where can I get assistance and redress?

If you encounter any issue in making your payments, please contact the Bank first for alternative payment options. Visit the nearest Bank branch or contact the Bank at:

Alamat	: Bangunan Agrobank, Leboh Pasar Besar, 50726 Kuala Lumpur.	Alamat	: Agrobank, Client Relationship Management, Leboh Pasar Besar, 50726 Kuala Lumpur.
No. Tel.	: 1-300-88-2476	No. Tel.	: 1-300-88-2476
Faks	: 603-2691-7790	Faks	: 603-2691-7790
Emel	: customer@agrobank.com.my	Emel	: 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:

Alamat	: Tingkat 5 dan 6, Menara Bumiputra-Commerce, Jalan Raja Laut, 50350 Kuala Lumpur.
No. Tel.	: 03-2616-7766
Emel	: 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:

Alamat	: Block D, Bank Negara Malaysia, Jalan Dato' Onn, 50480 Kuala Lumpur.
No. Tel.	: 1-300-88-5465
Faks	: 603-2174-1515
Emel	: bnmtelelink@bnm.gov.my

Other Information

- The information provided in this Programme Disclosure Sheet is valid as at: _____
- Customers are advised to carefully evaluate all potential risks before deciding to apply for financing under the BERNAS PP Program.

IMPORTANT NOTE

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

Disclaimer

- The terms and conditions indicated in this Programme 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 or you may visit our nearest branch if you have any enquiries.