

(Please read and understand this Product Disclosure Sheet together with the general terms and conditions governing the Foreign Bill of Exchange Purchase-i (FBEP-i) before you decide to take up this product. You are required to seek clarification with EXIM Bank's (Bank) Relationship Manager assigned to you on any of the terms and conditions governing the said product. Please ensure that you have fully understood the product and the terms and conditions are suited to your financing and/or business requirement.)

## 1. What is this product about?

The facility provides working capital financing for Malaysian exporters in exporting their products to overseas buyers. The facility finances the export bill after shipment has been made. The purpose of this facility is to promote the export of Malaysian goods through financial assistance for production of goods and discounting of export bill.

## 2. What are the applicable Shariah contracts/concepts for this product?

### Post-Shipment Financing

Upon completion of the finished goods and being exported, EXIM Bank will finance the purchase of export bill under *Tawarruq*.

### **Tawarruq:**

*Tawarruq* refers to the purchase and sale with two stages of transaction. The first involves the sale of an asset by a seller to a purchaser on a deferred basis. Subsequently, the purchaser of the first sale will sell the same asset to a third party on a cash and spot basis.

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

<b>Financing Amount</b>	Currency ( ): _____ *Acceptable currencies are RM and other appropriate currencies.
<b>Margin of Financing</b>	Up to 100% of export bill
<b>Tenure</b>	Up to 180 days
<b>Disbursement</b>	<ul style="list-style-type: none"> <li>Foreign Bill of Exchange Purchase-i Facility against Letter of Credit</li> <li>Foreign Bill of Exchange Purchase-i Facility against Documentary Credit</li> </ul>
<b>Effective Profit Rate</b>	Up to maximum of (x)% per annum (COF-i + Spread)

## 4. What are my obligations?

- You are required to pay the Bank's Profit based on utilization amount which is computed based on Bank's Prevailing Profit Rate (PPR), which will not exceed the Ceiling Rate (CR) (maximum profit rate that is allowable to be charged).
- Under the variable rate financing concept, the Bank shall grant *ibra'* on the difference between the amount of profit calculated based on the CR and the amount of profit based on the PPR.
- You are required to make a full settlement for the outstanding profit payment and principal portion of the Bank's Sale Price upon maturity of the facility and based on the payment schedule provided or notified by the Bank from time to time.

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

For full list of Bank's fees and charges, please visit our website at <https://www.exim.com.my>

No.	Type of Fees and Charges	Quantum
1.	Stamp Duty	As per the Stamps Act 1949 in Malaysia and/or stamping requirement in other jurisdiction (if applicable).

2.	Commission Fee	0.1% of bill amount subject to a minimum of RM50 and maximum RM500 (for Ringgit Malaysia) / USD100 (equivalent for foreign currency)  Note: All fees and charges are subject to Goods and Services Tax
3.	Processing Fee	Processing fee of 1.0%* of the financing amount. Not applicable to Small and Medium Enterprises SMEs.  *Subject to Terms and Conditions.

Please request from your Relationship Manager for the Bank's Standard Fees and Charges on Islamic Products and Services. If there are any changes in fees and charges that are applicable to your facility, the Bank will notify you at least 21 calendar days prior to the effective date of implementation.

**6. What if I fail to fulfill my obligation?**

- We shall charge you a compensation for late payment:

**Before Maturity**

Bank's actual loss or up to one percent (1%) per annum: -

- i. on instalment in arrears during the Tenure of the Facility; or  
 Formula: Instalment(s) in arrears x up to 1% x No. of overdue day(s)/ \*365
- ii. on the outstanding balance in the event of default causing the entire Facility to be recalled or brought to court for judgement prior to maturity;  
 Formula: \*\*Outstanding Balance x up to 1% x No. of overdue day(s)/ \*365

**After Maturity/ Post Judgement**

Bank's actual loss or up to Islamic Interbank Money Market ("IIMM") rate or any other rate specified by Bank Negara Malaysia:-

- i. on the outstanding balance beyond the maturity period of the financing; or  
 Formula: \*\*Outstanding Balance x Prevailing IIMM% x No. of overdue day(s)/ \*365
- ii. on the outstanding balance after the judgement notwithstanding the maturity of the Facility  
 Formula: \*\*\*Judgement Sum x Prevailing IIMM% x No. of overdue day(s)/ \*365

The Compensation for Late Payment shall not be compounded.

**Note:**

- \*May change subject to currency of the financing
- \*\*Outstanding Balance = Outstanding Cost + Accrued Profit
- \*\*\*Judgement Sum is equivalent to Outstanding Balance

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

We shall grant rebate (*Ibra'*) on:

- On profit for the difference between profit at CR per annum and the PPR.
- On the Cost (Bank's Purchase Price) and the appropriate profit thereon in case that the Facility is not fully disbursed after expiry of the Availability Period; and
- On the profit for early settlement of the Bank's Sale Price or due to termination of the Facility, restructuring exercise. In the event of default, cancellation, redemption, prepayment before the maturity date.

*Ibra'* (rebate) formula for early settlement = Deferred Profit + Actual *Ibra'* due to fluctuation of PPR (if any) – early settlement charges (if any)

Settlement Amount = Outstanding Selling Price + Compensation for Late Payment / *Ta'widh* (if any) – *Ibra'*

## 8. Do I need a guarantor or collateral?

Any but not limited to the following:

- Corporate Guarantee
- Shareholder and/or Director Guarantee
- Landed Property
- Charge on fixed and/or floating assets of customers
- Assignment of Takaful/insurance policies, agreements, contract proceeds, right and benefits

## 9. Do I need takaful coverage?

Yes. You are advised to subscribe to any appropriate Takaful coverage from any Takaful operator acceptable by the Bank to mitigate risks associated to the facility.

## 10. What are the major risks?

Our Prevailing Profit Rate may subject to fluctuation during the financing tenure. However, the rate shall not exceed the Ceiling Profit Rate.

## 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 to your contact details to ensure that all correspondences reach you in a timely manner.
- You may inform the Bank such changes via various channels of communication such as the website or call centre at 03-2601 2000.

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

If you wish to complain on the product or services provided by us, you may contact us at:

Head, Corporate Communication Department  
Export-Import Bank of Malaysia Berhad  
Level 1, EXIM Bank, Jalan Sultan Ismail,  
50250 Kuala Lumpur, Malaysia  
Tel: +603-26012000  
Fax: +603-26012469  
Website: [www.exim.com.my](http://www.exim.com.my)

If you have difficulties in making payments, you should contact us earliest possible to discuss payment alternatives. You may contact your Relationship Manager or send an e-mail to us [communications@exim.com.my](mailto:communications@exim.com.my) or contact us at +603-26012000.

Alternatively, you may seek the services of Agensi Kaunseling dan Pengurusan Kredit (AKPK), an agency established by Bank Negara Malaysia to provide free services and money management, credit counselling, financial education and debt restructuring for SMEs. You can contact AKPK at:

Agensi Kaunseling dan Pengurusan Kredit (AKPK)  
Level 5 and 6, Menara Bumiputera Commerce,  
Jalan Raja Laut, 50350 Kuala Lumpur  
Tel: +603-26167766  
Website: <https://services.akpk.org.my/>

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

Blok D, Bank Negara Malaysia,  
Jalan Dato' Onn,  
50480 Kuala Lumpur  
Tel: 1-300-88-5465  
Fax: +603-2174 1515  
Email: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

OR

Ombudsman for Financial Services (OFS)  
(Formerly known as Financial Mediation Bureau) at:  
Level 14, Main Block, Menara Takaful Malaysia,  
No. 4, Jalan Sultan Sulaiman,  
50000 Kuala Lumpur  
Telephone: +603-22722811  
Fax: +603-22721577  
Email: [enquiry@ofs.org.my](mailto:enquiry@ofs.org.my)  
Website: <http://www.ofs.org.my>

### 13. Where can I get further information?

Additional information on Foreign Bill of Exchange Purchase-*i* is available at our office and corporate website:

[www.exim.com.my](http://www.exim.com.my)

If you have any enquiries, please contact us at:

EXPORT-IMPORT BANK OF MALAYSIA BERHAD

Level 1, EXIM Bank, Jalan Sultan Ismail,

50250 Kuala Lumpur, Malaysia

Tel: +603-26012000

Fax: +603-26012469

### 14. What are other types of trade financing products available?

- Trust Receipt-*i*
- Letter of Credit-*i*
- Supplier Financing-*i*

**IMPORTANT NOTE: LEGAL ACTION MAY BE TAKEN AGAINST YOU IF YOU FAIL TO SERVICE YOUR PAYMENT FOR THE FACILITY ON REGULAR BASIS**

The information provided in this disclosure sheet is **valid as at 20 October 2023**.