### PRODUCT DISCLOSURE SHEET

- Please read this Product Disclosure Sheet before you decide to accept the Term Loan with Export Import Bank of Malaysia Berhad ("EXIM Bank" or "the Bank").
- Be sure to read the final terms and conditions that will be stipulated in the letter of offer and facility agreement. The information provided is merely general information of the product.
- 3. Please seek clarification from the Bank if you do not understand any part of this document or general terms.



# **Term Loan**

Export Import Bank of Malaysia Berhad 199501027992 (357198-K)

## 1. What is this product about?

Term Loan (TL) is a credit facility to facilitate your financial requirements e.g., working capital or capital expenditure financing and other non-asset based transactions in support of exports, projects, and contract requirements. TL may also be utilized as a restructuring tool for impaired or non-performing loan and restructuring for advances paid by the bank on claims under Bank Guarantee or Standby Letter of Credit.

Term loan has a pre-determined maturity date and repayment schedule. The facility can be repaid over a fixed period with repayment schedule can be structured as monthly, quarterly, semi-annually, annually or any acceptable repayment scheduled by the Bank. Security is required in the form of tangible or intangible collaterals acceptable by the Bank depending on the credit assessment.

# 2. What do I get from this product?

Product Name	Term Loan	
Currency/ies	Malaysian Ringgit (MYR), United State Dollar (USD) Other major currencies are subject to the Bank discretion.	
Maximum Tenure	Up to eight (8) years. Subject to periodic review. If the facility is recalled or terminated, the Customer is required to pay all outstanding amount immediately.	
Margin of Financing	Up to 90%	
Interest Rate	Bank's Cost of Fund ("COF") + Spread Interest = Drawdown amount x Interest Rate x Tenor	

### Illustration:

Total amount borrowed (Principal Amount, P)

Tenure, t

Repayment

Interest Rate, r

Effective Lending Rate

Total Interest (Interest, I)

Total Repayment Amount (P+I)

EM10,000,000

8 years (96 months)

Monthly Basis

COF + 2.0% p.a.

5.65% p.a.

RM4,520,000

RM14,520,000

Interest, I = Principal Amount x Interest Rate x Tenor

 $= RM10,000,000 \times 5.65\% \times 8$ 

= RM4,520,000

#### Note:

- 1. Please note that the above rates are indicative only.
- 2. The final amount of your TL facility and interest rate are subject to the Bank's approval and may differ from the above illustration. For actual rates, please refer to the letter of offer and facility agreement if the documents are issued.

# 3. What are my obligations?

- You are required to pay the Bank's Interest based on utilization amount which is computed based on prevailing Bank's Effective Interest.
- You are required to make a full settlement for the outstanding amount (principal sum plus interest or any
  other monies) owing to the Bank upon maturity of the facility and based on the payment schedule provided
  or notified by the Bank from time to time.
- · You are also required to provide additional security as and when required by the Bank from time to time

**IMPORTANT**: Your monthly installment and total repayment amount will vary if the interest rate changes.

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

No.	Type of Fees and Charges	Quantum
1.	Stamp Duty	<ul> <li>As per the Stamp Act 1949 (Revised 1989); and/or</li> <li>Any stamping requirement in another jurisdiction (if applicable).</li> </ul>
2.	Legal Fees (where applicable)	Includes solicitor's fees for legal loan documentation, Government Tax, fees, and charges for registration of charge, land search and bankruptcy search or any other relevant fee in relation to the Facility.
3.	Facility/Processing Fee*	Facility/Processing fee of 1.0% of the loan amount.  * Note: Not applicable to Small and Medium Enterprises SMEs. Subject to Terms and Conditions.

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

## 5. What if I fail to fulfill my obligation?

IMPORTANT: Please read the final terms and conditions as stipulated in the letter of offer if letter of offer is issued for further information. Please liaise with Relationship Manager if you need further clarification.

1.	Late payment penalty	One percent per annum (1.0% p.a.) on the amount in arrears, causing the total outstanding to increase.
2.	Right to commence recovery or legal action	Legal action will be instituted against you to recover the indebtedness which includes among others, obtaining judgment and enforcement of judgment such as writ of seizure and sale, garnishee, winding up and bankruptcy action.  Note: Any legal action against you may affect your credit rating being more difficult or increase in interest rate.
3.	Right to set-off	The Bank has the right to set-off as per letter of offer (if applicable).

# 6. What if I fully settle the loan before its maturity?

- Full and partial prepayments of facility(ies) are subject to three (3) months written notice. In lieu of this, three (3) months interest at prescribed interest rate will be charged on any amount prepaid.
- Any prepayments received by the Bank without written notice, will be treated as advance payment. The
  advance payment received will not be applied towards the repayment of principal outstanding until all
  interest due or deemed to be due has been paid.

• For partial prepayments, amount prepaid shall be applied towards the repayment schedule in the inverse order of maturity. Any amount prepaid shall not be available for redraws.

Note: Any prepayment is only be permitted when the facility has been fully released.

## 7. Do I need insurance or takaful coverage?

Yes, in the event a property is taken as collateral or security for the facility, the following instruments are required to be taken from panel or non-panel insurance company:

- Keyman Insurance or Takaful to cover the borrower (s) in the event of death or permanent disability.
- Insurance/ Takaful to cover the property against all risks.

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

- 1. 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 or please contact us at +603-26012000.

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

If you have difficulties in making repayments, you should contact us earliest possible to discuss repayment alternatives at:

#### **Head, Corporate Communication Department**

Export-Import Bank of Malaysia Berhad Level 12, EXIM Bank, Jalan Sultan Ismail, 50250 Kuala Lumpur, Malaysia

Tel: +603-26012000 Fax: +603-26012469 Website: www.exim.com.my

Alternatively, you may seek the service of:

a. **Agency Kaunseling dan Pengurusan Kredit (AKPK)**, an agency established by Bank Negara Malaysia to provide free services and money management, credit counseling, 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 – 2616 7766 Fax: 603 – 2616 7601

Fax: 603 – 2616 7601 Website: www.akpk.org.my

b. If your query or complaint is not satisfactorily resolved by us, you may contact **Bank Negara Malaysia LINK** or **BNMTELELINK** 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

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

Should you require additional information of the product, please refer to our website at www.eximbank.com.my or call our general line at 03-2601 2000. For more information on obtaining a financing facility, please refer to banking info booklet, available at all our branches and the <a href="https://www.exim.com.my">www.exim.com.my</a>.

# 11. What are other types of financing products/ programmes available?

- Overseas Project Financing
- Overseas Investment Financing
- Contract Financing
- Buyer Credit
- Import Financing

# **IMPORTANT NOTE:**

THE BANK HAS THE RIGHT TO PROCEED WITH LEGAL ACTION AGAINST YOU AND FORCLOSURE OF YOUR ASSET CHARGED AS COLLATERAL TO US SHOULD YOU FAIL TO SERVICE YOUR REPAYMENT OF THE FACILITY PROMPTLY

The information provided in this disclosure sheet is valid as at 17 May 2022.