# PRODUCT DISCLOSURE SHEET

(Please read and understand this Product Disclosure Sheet together with the general terms and conditions governing the Bank Guarantee (BG) 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 loan and/or business requirement.)



# **Bank Guarantee**

## 1. What is this product about?

Bank Guarantee (BG) is a guarantee facility that is available to facilitate the issuance of bonds for overseas projects/contracts undertaken by Malaysian companies/contractors and also to enable Malaysian investors to raise funds overseas.

# 2. What do I get from this product?

| Guarantee Amount | Depending to the contract requirement.  |  |
|------------------|---|--|
| Tenure           | Up to the requirement of the contract or funding requirement of the investment project. |  |
| Currency         | USD, EURO, RM and other appropriate currencies.   |  |

# 3. What are my obligations?

- You shall indemnify us against all liabilities in relation to payments made under the claimed BG. Payment shall be immediate.
- You are required to ensure your BG limit is active and adequate for utilisation.

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

| No. | Type of Fees and Charges                  | Quantum  |
|-----|---|--|
| 1.  | Issuance / Renewal / Commission           | a) As per letter offer – charged from effective date to end of |
|     |   | claims period,   |
|     |   | Min: RM100   |
|     |   | Min: RM100 for issuance of                                     |
|     |   | BGagainst counter guarantee                                    |
|     |   | Max: 3.0% per year   |
| 2.  | Amendment                                 | RM100 flat per amendment                                       |
| 3.  | Claims under BG (Handling Fee)            | RM50 per claim (to be charged on                               |
|     |   | applicant)   |
| 4.  | Lost BG                                   | RM100 flat   |
| 5.  | Handling Charges for non-standard format  | RM300 flat   |
| 6.  | SWIFT Charges                             | RM70   |
| 7.  | Stamp Duty                                | RM10 in Malaysia and/or stamping                               |
|     |   | requirement in other jurisdiction (if applicable).             |
| 8.  | Postage / Delivery Charges                | арріїошоїо).   |
|     | Local Party                               |  |
|     | Normal Mail                               | Min.RM3  |
|     | Registered Mail                           | Min.RM6  |
|     | Courier / Hand delivery                   | Min.RM7  |
|     | Foreign Party                             |  |
|     | Normal Mail                               | Min.RM4  |
|     | Registered Mail                           | Min.RM8  |
|     | Courier                                   | Min.RM50 – varies on location                                  |
| 9.  | Variation of Facility Terms and Condition | Min.RM300 (Not applicable to SME Customer)                     |

Please request from your Relationship Manager for the Bank's Standard Fees and Charges on Conventional

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.

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

We shall charge you a penalty for late payment on the prevailing interest rate.

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

Not applicable.

#### 7. Do I need insurance coverage

Not applicable.

## 8. What are the major risks?

- Payment of the called BG shall be immediate and on-demand;
- Should you fail to make payment on the demand date, you shall be charged late payment charges on the
  prevailing interest rate until full settlement;
- Your pledged collateral with the bank shall be liquidated to settle the claimed amount;
- Legal action shall be taken upon your failure to regularize or settle the claimed amount ;and
- You shall bear all the costs incurred construed to the legal action against you.

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

- a) 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.
- b) You may inform the Bank such changes via various channels of communication such as the website or call centre at 03-2601 2000.

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

If you wish to complaint 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 If your query or complaint 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

## 11. Where can I get further information?

Additional information on Bank Guarantee is available at our office and corporate website: <a href="www.exim.com.my">www.exim.com.my</a> 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

#### 12. What are other types of guarantee products available?

- Standby Letter of Credit
- Shipping Guarantee

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

The information provided in this disclosure sheet is valid as at 30 July 2021.