PRODUCT DISCLOSURE SHEET

All Economic Sector Facility (AES)



PRODUCT DISCLOSURE SHEET

Please read this Product Disclosure Sheet before you apply and decide to accept the All Economic Sector Facility (AES). Be sure to read the terms and conditions in the letter of offer. Seek clarification from the Bank if you do not understand any part of this document or the general terms.

BANK ISLAM MALAYSIA BERHAD [Registration No. 198301002944 (98127-X)]

All Economic Sector Facility (AES)

Date:

1. WHAT IS THIS PROGRAM ABOUT?

- All Economic Sector Facility (AES) is a financing program aims to enhance access to financing for Small and Medium Enterprises (SMEs) across various sectors support growth.
- This financing is an initiative by Bank Negara Malaysia (BNM). In December 2023, BNM had announced the total allocation is RM5.5 hillion
- AES will be offered under Business Financing-i (BF-i) product based on Tawarruq at fixed rate.

2. WHAT IS THE SHARIAH CONCEPT APPLICABLE?

The Shariah concept used is Tawarruq.

A tawarruq consists of two sale and purchase contracts. 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.

Tawarruq concept is further described as follows:-

- Customer purchases commodity from the Bank on Murabahah basis at the Bank's Sale Price. In this arrangement, the purchase will be performed by the Bank as the Purchase Agent for the customer. As the Sale Agent for the customer, the Bank shall sell the commodity to a commodity purchaser at cost price. Proceeds from the transaction will be credited for the customer's utilization. The customer is obliged to pay the amount due from the Murabahah transaction as per the agreed terms.
- "Commodity" means any commodity acceptable to the Bank e.g. palm oil, plastic resin, rubber, cocoa beans, soy beans, timber and metal (excluding gold and silver) traded at any commodity trading platform approved by the Bank. The purchase and sale of the commodity are performed based on the mandate of the customer, where the Bank as Purchase Agent and Sale Agent trades the Commodity as made available and provided by commodity providers subject to the Bank prevailing policies.

The product structure for BF-i is as follows:

No	Description
1	Customer obtains financing from the Bank and executes Tawarruq transaction documents.
2	Bank buys commodity from Commodity Supplier.
3	Bank sells commodity to customer on Murabahah at Selling Price. In this arrangement, the purchase will be performed by the Bank as the Purchase Agent for the customer.
4	Acting as Sale Agent, on behalf of the customer to the Commodity Buyer at cost price.
5	The Bank credits Customer's account with proceeds from the sale of commodity
6	The Customer settles the amount due to the Bank (from Murabahah sale) by way of agreed payment terms.

All Economic Sector Facility (AES)



3. WHAT DO WE GET FROM THIS PROGRAM?

No.	Features	Details		
1.	Fund Size	RM5.5 billion		
2.	Financing Product	Business Financing-i (BF-i)		
3.	Financing Type	Term Financing		
4.	Financing Amount	 Up to RM5 million per SME. This would include financing: i) approved under any of the facilities under the Fund, unless specified otherwise by BNM; and ii) to any related companies of the SME with common shareholder(s) unless the related companies of the SME have different workforces. In such cases, each SME has a financing limit of RM5 million respectively. 		
5.	Financing Purpose	 Working capital; and/or Capital expenditure Note: Financing should not be used for refinancing of existing credit/ financing facilities 		
6.	Margin of Financing	Up to 100% on Working capital; and/orUp to 100% on Capital expenditure		
7.	Profit Rate			
	Tamuna	Ha to E years		
8.	Tenure	Up to 5 years		

All Economic Sector Facility (AES)



9.	Guarantee coverage	Up to 80% guarantee cov	erage by Syarikat Jaminan Pemb	piayaan Perniagaan (SJPP).		
10.	Security	For Sdn Bhd:	For Sdn Bhd:			
		Joint and several guar	 a) Directors of the company; b) Shareholders holding more than thirty percent (30%) of the share capital: c) Key man/person regardless of the shareholdings and directorship. Corporate Guarantor holding more than fifty percent (50%) of the share capital of the Customer. 			
		a) Directors of the co				
		, ,				
		·				
		For Partnership:				
		Letter of Indemnity/L	Letter of Indemnity/Undertaking, whichever is applicable.			
The sample calculation is illustrated below:		Payment (beginning on 1 th	: RM 94,356.17			
Fin	ancing Amount	: RM 5,000,000.00	month until 60 th month)			
Bar	nk's Profit Rate	: 5.00% per annum	Total Profit			
Ter	nure	: 5 years	Bank's Sale Price	: RM 5,661,370.20		
Form	nula on calculation of p	rofit :	п = Profit			
. 0			P = Principal amount			
. 0111			r – riiicipai ailioalit			
. 0	Π = 1	PXrXt	•			
	Π =	P X r X t N	r = Effective rate t = number of days			

Note: The above example is only for illustration purpose and it may not show the actual financing obligation.

4. WHAT ARE MY OBLIGATIONS?

• You are obliged to pay the installments (monthly, quarterly, half yearly or yearly) as approved by the Bank.

Example (based on question 3 above)

- Your monthly instalment is fixed at RM 94,356.17
- Total payment amount at the end of 5 years is RM 5,661,370.20
- You are obliged to pay the monthly installment starting from the 1st month until full settlement of the financing. However, you may
 opt at any time to fully settle the financing.

5. WHAT ARE THE FEES AND CHARGES THAT WE HAVE TO PAY?

Type of Fees and Charges	Description
Stamp Duty	As per Stamp Duty Act 1949 (Revised 1989)
Legal fee	Legal fee & disbursement including solicitors fee for preparing financing documentation, registration of charge, land search and bankruptcy search (where applicable).
Takaful Contribution fee	If applicable.
Tawarruq Agency fee	RM50.00 for every Tawarruq transaction.

PRODUCT DISCLOSURE SHEET

All Economic Sector Facility (AES)



Cancellation of the facility	You need to pay the Bank all costs (if any) for the preparation and registration of securities
	documents that has been incurred by the Bank in connection with the facility including all
	expenses incurred during the claim process.

6. WHAT IF WE FAIL TO FULFILL OUR OBLIGATIONS?

Should you fail to fulfill your obligation in a timely manner, the following shall apply: -

Event of Default:

- a. The Bank may by written notice to you, demand for immediate payment of amount overdue from you and/ or the guarantor;
- b. The Bank has the right to set off your deposit or any other account(s) maintained with the Bank towards settlement of overdue payment under this facilities granted by the Bank;
- c. The Bank has the right to take legal action against you if you fail to respond to the reminder and/or demand notices. The Bank shall exercise its right on any security pledged with the Bank and you are to bear all the cost involved. You are also responsible to settle any shortfall. Legal action against you may affect your credit rating leading to any future credit assessment being more difficult or expensive to you; and
- d. Cross default of other facilities with the Bank may be triggered.

Late Payment

The Bank shall impose Ta'widh (compensation) against you as follows:

a) Before maturity of the facility

A sum equivalent to one per centum (1%) per annum on overdue instalment(s) until date of full payment

b) After maturity of the facility

A sum equivalent to the prevailing daily overnight Islamic Interbank Money Market Rate (IIMM) on outstanding balance i.e. outstanding Sale Price less Ibra' (if any).

c) Post judgment debt

A sum equivalent to the prevailing daily overnight Islamic Interbank Money Market Rate on basic judgment sum calculated from judgment date until date of full payment.

Note: The imposition of Ta'widh shall be in such manner as approved by Bank Negara Malaysia from time to time.

7. WHAT IF WE FULLY SETTLE THE FINANCING BEFORE ITS MATURITY?

• Rebate (Ibra') will be given to you on early settlement or early redemption of the facility.

Rebate (Ibra' Formula:

Ibra' /Rebate on early settlement = Deferred Profit

Note:

- i. Deferred Profit = Total Contracted Profit Accrued Profit
- ii. Total Contracted Profit = Sale Price Purchase Price (or Financing Amount)
- iii. Accrued Profit is calculated based on Effective Profit Rate of the outstanding Purchase Price (or Financing Amount) being disbursed (or utilized)
- iv. The Bank does not impose a lock-in period for this facility and there is no fee imposed for early settlement before maturity.

BU/PDS/ AES/2024 As in May 2024

All Economic Sector Facility (AES)



8. DO WE NEED TO TAKE UP TAKAFUL COVERAGE?

It is optional, however you or your supplier is advised to subscribe to any appropriate Takaful protection.

9. DO WE NEED A GUARANTOR OR COLLATERAL?

No collateral is required for this programme. However as additional securities, the Bank will require up to 80% guarantee coverage by Syarikat Jaminan Pembiayaan Perniagaan (SJPP) and other guarantees (where applicable) as listed in answer to Question 3 above, under item 10 — Security.

10. WHAT DO WE NEED TO DO IF THERE ARE CHANGES TO OUR CONTACT DETAILS?

It is important for you to immediately inform us of any changes in your contact details to ensure that all correspondences reach you in a timely manner.

11. WHERE CAN WE GET ASSISTANCE AND REDRESS?

• If you have difficulties in servicing the payments, you should contact us earliest possible to discuss the payment options. You may contact us at:

SME Banking

Bank Islam Malaysia Berhad

29th Floor, Menara Bank Islam No 22, Jalan Perak, 50450 Kuala Lumpur

Email: sme-assist@bankislam.com.my

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

Contact Centre & Customer Care

Bank Islam Malaysia Berhad

17th Floor, Menara Bank Islam No 22, Jalan Perak, 50450 Kuala Lumpur

Tel: 03-26 900 900

Email: customercare@bankislam.com.my

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 counseling, financial education and debt restructuring for SME. You
can contact AKPK at:

Agensi Kaunseling dan Pengurusan Kredit (AKPK)

Level 5 and 6,

Menara Bumiputra Commerce

Jalan Raja Laut

50350 Kuala Lumpur

Tel: 603 - 2616 7766

Fax: 603 - 2616 7601

Website: https://www.akpk.org.mv/

BU/PDS/ AES/202 As in May 2024

PRODUCT DISCLOSURE SHEET

All Economic Sector Facility (AES)



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

Block D, Bank Negara Malaysia,

Jalan Dato' Onn, 50480 Kuala Lumpur.

Tel: 1-300-88-5465 Fax: 03-2174 1515

Email: bnmtelelink@bnm.gov.my

11. WHERE CAN WE GET FURTHER INFORMATION?

Should you require additional information about the program, please refer to our branches or contact:

The information provided in this Product Disclosure Sheet is valid from 20 May 2024

Contact Centre & Customer Care

Bank Islam Malaysia Berhad

17th Floor, Menara Bank Islam,

No. 22, Jalan Perak,

50450 Kuala Lumpur.

Tel: 03-26 900 900

Email: contactcenter@bankislam.com.my

Website: www.bankislam.com

IMPORTANT NOTE: LEGAL ACTION MAY BE TAKEN AGAINST YOU IF YOU <u>DO NOT</u> KEEP UP PAYMENTS OF YOUR FACILITY.

Acknowledge Receipt by Customer

Name:
I/C Number:
Date: