

# PRODUCT DISCLOSURE SHEET

Product Name: **Term Loan** 

(Please read and understand this Product Disclosure Sheet together with the general terms and conditions governing the Term Loan (TL) 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?

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.

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

Loan Amount	Currency ( )*:* Acceptable currencies are USD, EURO, RM and other appropriate currencies.	
Loan Margin	Up to 90%	
Tenure	Up to eight (8) years*. *Subject to Bank's policy	
Effective Interest Rate	Up to maximum of (x)% per annum (COF + Spread)	

#### Illustration:

Total loan amount (Principal Amount, P): RM10,000,000.00
 Tenure, t: 8 years (96 months)
 Repayment: Monthly basis: COF + 2.00% p.a.

• Effective Lending Rate : 5.65% p.a. Interest, I = Principal Amount x Interest Rate x Tenor • Total Interest (Interest, I) : RM4,5200,000 = RM10,000,000 x 5.65% x 8

• Total Repayment Amount (P+I) : RM14,520,000 = 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. The actual rates will be incorporated into a letter of offer/ facility letter that to be issued by the Bank.

#### 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 profit amount (principal plus interest) upon maturity of the facility and based on the repayment 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.

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

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

No.	Type of Fees and Charges	Quantum
1.	Processing Fee	Processing fee of 1.0%* of the loan amount.  (*) Subject to Terms and Conditions. Not applicable to SMEs
2.	Stamp Duty	As per the Stamps Act 1949 in Malaysia and/or stamping requirement in other jurisdiction (if applicable).
3.	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.

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 fulfil my obligation?

- We shall charge you a penalty for late payment at one percent (1%) per annum on the prevailing interest rate.
- 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.
- 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 a guarantor or collateral?

Yes. Bank may require you to provide collateral which is acceptable by the Bank.

## 8. Do I need insurance coverage?

Yes. You are advised to subscribe to any appropriate insurance policy from any insurance company acceptable by the Bank to mitigate risks associated to the facility.

#### 9. What are the major risks?

- Our Effective Interest Rate may subject to fluctuation during the lone tenure. However, the rate shall not exceed the Ceiling Interest Rate.
- Any non-payment of the Bank's indebtedness under financing facility would also have an adverse record on your credit rating.

### 10. 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.

## 11. 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: <u>www.exim.com.my</u>

If you have difficulties in making repayments, you should contact us earliest possible to discuss repayment alternatives. You may contact your Relationship Manager or send an e-mail to us <a href="mailto:communications@exim.com.my">communications@exim.com.my</a> 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

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

Tel: +603-22722811
Fax: +603-22721577
Email: enquiry@ofs.org.my
Website: http://www.ofs.org.my

## 12. Where can I get further information?

Additional information on Term Loan 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

## 13. What are other types of cross-border financing products available?

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

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.