

(Please read and understand this Product Disclosure Sheet together with the general terms and conditions governing the Bank Guarantee-i (BG-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?

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

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

The Shariah concept applicable to Bank Guarantee-i (BG-i) is *Kafalah*.

Kafalah

A contract where the guarantor conjoins the guaranteed party in assuming the latter's specified liability.

3. 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.

4. What are my obligations?

- You shall indemnify us against all liabilities in relation to payments made under the claimed BG-i. Payment shall be made upon demand by us.
- You shall reimburse us for the amount paid by us under the claimed BG-i. Payment shall be made upon demand by us.
- You are required to ensure your BG-i limit is active and adequate for utilization.
- You are obliged to pay all relevant fees and charges imposed by the Bank.

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.	Issuance/ Renewal/ Commission	As per letter offer – charged from effective date to end of claims period, Min: RM100 Min: RM100 for issuance of BG-i against counter guarantee Max: 3.0% per year
2.	Amendment	RM100 flat per amendment
3.	Claims under BG-i (Handling Fee)	RM50 per claim (to be charged on applicant)
4.	Lost BG-i	RM100 flat
5.	Handling charges for non-standard format	RM300 flat

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:

After Maturity/ Post Judgement

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

- on the amount claimed beyond the date of payment by the Bank; or
Formula: $**\text{Amount claimed beyond the date of payment of the bank} \times \text{Prevailing IIMM}\% \times \text{No. of overdue day(s)}/*365$
- on the amount claimed after the judgement notwithstanding the date of payment by the Bank
Formula: $***\text{Amount claimed after the judgement} \times \text{Prevailing IIMM}\% \times \text{No. of overdue day(s)}/ *365$

The Compensation for Late Payment shall not be compounded.

Note:

*May change subject to currency of the facility

**Claimed Amount = Amount Paid by the Bank

***Amount claimed after the judgement is equivalent to Amount paid by the Bank.

- Legal action shall be taken upon your failure to regularize or settle the claimed amount.
- Your pledged collateral with the bank shall be liquidated to settle the claimed amount.

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

Not applicable.

8. Do I need a guarantor or collateral?

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

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?

- Payment of the called BG-i shall be immediate and on-demand. Should you fail to make payment on the demand date, you shall be charged compensation for late payment (*Ta'widh*) until full settlement.
- You shall bear all the costs incurred construed to the legal action against you.

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

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

13. Where can I get further information?

Additional information on Bank Guarantee-i is available at our office and corporate website: 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 guarantees products available?

- Standby Letter of Credit-i
- Shipping Guarantee-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**.