

## PRODUCT DISCLOSURE SHEET

### Modal Kerja-*i* (MK-*i*)

Date: \_\_\_\_\_  
[To be filled by Sales Personnel]

Please read and understand this Product Disclosure Sheet together with the general terms and conditions before you decide to apply or accept the offer for Modal Kerja-*i*.

Kindly seek clarification from Sales Personnel if you do not understand any parts of this document or the general terms and conditions.

### 1. What is the product about?

Modal Kerja-*i* is a short-term revolving credit financing facility ('Facility') offered to the customer for the purpose of financing their working capital requirements. There are three (3) types of Facility under Modal Kerja-*i* as follows:

- Purchase Financing
- Sale Financing
- Cash Financing

### 2. What is the Shariah concept applicable?

#### **Tawarruq**

The Shariah Concept applied for the above product is *Tawarruq*. *Tawarruq* consist of two sale and purchase contracts where the customer purchase the Commodity from the Bank at a mark-up sale price (Bank's Sale Price) on a deferred payment basis and subsequently sells the Commodity to a Commodity Supplier for cash at the Bank's Purchase Price with the objective of obtaining cash.

#### **Wakalah**

Under this facility, the Bank will apply the dual-agency mechanism under the *Wakalah* concept. The customer appoints the Bank as the customer's agent to purchase the Commodity from the Bank and subsequently sells the Commodity to another Commodity Supplier on behalf of the customer in order to complete the *Tawarruq* transaction.

"Commodity" in the context of *Tawarruq* transaction refers to any type of Shariah-compliant commodities acceptable by the Bank such as crude palm oil, plastic resin, airtime, or any other commodity as advised by the Commodity Supplier through any Commodity Trading Platform approved by the Bank.

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

<b>Facility Limit</b>	<ul style="list-style-type: none"> <li>▪ <u>Minimum Limit:</u> RM50,000.00</li> <li>▪ <u>Maximum Limit:</u> <ul style="list-style-type: none"> <li>- Sole-Proprietor &amp; Partnership: RM500,000.00</li> <li>- Sdn Bhd &amp; Berhad Companies: No maximum limit</li> </ul> </li> </ul>
<b>Facility Tenure (for every financing - Purchase/Sale/Cash)</b>	<p>Minimum Tenure: 14 days Maximum Tenure: 365 days</p> <p><u>Note:</u></p> <ul style="list-style-type: none"> <li>- <u>For Purchase/Cash Financing:</u> The tenure of Facility is calculated from the date of disbursement of the Facility.</li> <li>- <u>For Sales Financing:</u> The calculation of the Facility period should consider the period from the</li> </ul>

	date of the document (example: invoice) until the date of disbursement of the Facility.
<b>Effective Profit Rate ('EPR')</b>	Up to BFR + 4% per annum (p.a.) on daily basis <u>Notes:</u> The profit rate is according to the floating profit rate at the facility level and will remain throughout the Facility tenure.
<b>Ceiling Profit Rate ('CPR')</b>	BFR + 4% p.a. OR 10% p.a. whichever is higher

**Notes:**

- The Base Financing Rate ('BFR') is subject to changes by the Bank from time to time. Current BFR is .....
- The Facility may be utilized at any point of time according to business requirements so long as the amount of utilization does not exceed the Facility Limit.
- CPR is the maximum rate that can be charged for this product.

**4. What are my obligations?**

- Make payment based on sale price (total Facility amount plus profit) for every Facility.

**5. What are the fees and charges that I have to pay?**

<b>Stamp Duty Fees</b>	As stipulated in the Stamp Act 1949
<b>Legal &amp; Disbursement Charges</b>	Include legal fees for Facility documentation, registration of charge, land search, bankruptcy search and other relevant fees (if applicable)
<b>Takaful Contributions</b>	Based on the sum covered and No Claim Discount (NCD) entitlement
<b>Brokerage Fee</b>	RM7.00 for every RM1,000,000.00 of commodity purchasing amount.

**Notes:**

- Any changes to the related fees and charges will be made in writing by the Bank.
- Fees and charges are subject to Sales and Services Tax (if any) or any other tax as prescribed by the Government.

**6. What if I fail to fulfill my obligations?**

- The Bank shall have the right to impose and claim for compensation (*Ta'widh*) from the customer on the Bank's loss due to the customer's default/failure in the Instalment Payment or any other payment payable by the customer to the Bank. The *Ta'widh* is calculated from the date the payment becomes due until settlement based on the following guidelines issued by Bank Negara Malaysia ('BNM') as follows: -

 i. Prior to Maturity Date

*Ta'widh* shall be imposed on the overdue instalment at the rate of up to 1% per annum to be calculated on a daily basis.

$$Ta'widh = \text{Overdue Instalment} \times 1\% \times \frac{\text{No. of Days Overdue}}{365}$$

ii. Upon Maturity Date

*Ta'widh* shall be imposed on the outstanding balance of the Facility at the prevailing Islamic Interbank Money Market ('IIMM') rate as fixed by the Bank from time to time based on the guidelines issued by the BNM.

$$Ta'widh = \text{Outstanding Balance} \times \text{Prevailing IIMM} \times \frac{\text{No. of Days Overdue}}{365}$$

- The Bank reserves the right to take legal action if the customer fails to comply with the reminder notice(s) issued by the Bank.
- The Bank reserves the right to review and terminate the Facility granted to the customer by giving prior written notice to the customer upon occurrence of any events of default as agreed in the terms and conditions of the Facility.

## 7. What if I make early settlement?

- Rebate (*'Ibra'*) shall be granted to customer, in the event of any of the following scenarios: -
  - i. Early settlement or early redemption or prepayments.
  - ii. Settlement of the Facility due to restructuring exercise.
  - iii. Settlement by the customer in the case of default whereby even though the customer is in default, the customer makes full settlement of the indebtedness under the Facility before maturity date.
  - iv. Settlement by the customer in the event of termination or cancellation of the Facility before the maturity date.
- *Ibra'* and settlement amount will be calculated based on the following formula:

$$Ibra' \text{ at Early Settlement} = \text{Deferred Profit} - \text{Early Settlement Charges}$$

$$\text{Settlement Amount} = \text{Outstanding Selling Price} + \text{Instalment Due} + \text{Late Payment Charges (if any)} - Ibra'$$

## 8. Do I need any Takaful coverages?

Customer is encouraged to take Takaful Credit Scheme to secure the indebtedness amount under the Facility. Payment can be made through the deduction from the amount of Facility.

The takaful protection plan is necessary to cover your outstanding Facility and / or term of coverage in the event of any unfortunate circumstances. As to safeguard the interest of the Bank and customers, the appointment of the Bank's Takaful panel is highly recommended. However, customers are allowed to choose any non-panel takaful provider subject to the approval of the Bank.

## 9. What are the major risks?

The profit rate is pegged against the Bank's Base Financing Rate ('BFR'), which may fluctuate from time to time.

## 10. Do I need a guarantor or collateral?

Yes. A collateral and/or a guarantor are required and subject to the Bank's current policy.

**11. What do I need to do if there are changes to my contract details?**

It is important that you inform the Bank of any changes in your contact details to ensure that all correspondence reaches you in a timely manner. Please visit any nearby Bank branches or kindly contact the Bank at:

<b>Address</b>	: Bangunan Agrobank, Leboh Pasar Besar, Peti Surat 10815, 50726 Kuala Lumpur
<b>Tel. No.</b>	: 1-300-88-2476
<b>Fax</b>	: 603-2691 7790
<b>Email</b>	: <a href="mailto:customer@agrobank.com.my">customer@agrobank.com.my</a>

**12. Where can I get assistance and redress?**

If you have difficulties in making payment, you should contact the Bank at the earliest possible to discuss payment alternatives. Please visit any nearby Bank branches or contact the Bank at:

<b>Address</b>	: Bangunan Agrobank, Leboh Pasar Besar, 50726 Kuala Lumpur
<b>Tel. No.</b>	: 1-300-88-2476
<b>Fax</b>	: 603-2691-7790
<b>Email</b>	: <a href="mailto:customer@agrobank.com.my">customer@agrobank.com.my</a>

If you wish to obtain further information or lodge a complaint on the products and services provided by the Bank, please visit any nearby Bank branches or contact the Bank at:

<b>Address</b>	: Agrobank, Client Relationship Management, Leboh Pasar Besar, 50726 Kuala Lumpur
<b>Tel. No.</b>	: 1-300-88-2476
<b>Fax</b>	: 603-2691-7790
<b>Email</b>	: <a href="mailto:customer@agrobank.com.my">customer@agrobank.com.my</a>

Alternatively, you may seek services of Agensi Kaunseling dan Pengurusan Kredit ('AKPK'), an agency established by Bank Negara Malaysia to provide free services on financial management, credit counseling and debt restructuring for individuals. You are encouraged to attend "Program Pengurusan Wang Ringgit Anda" or "Power" offered by AKPK. Please contact AKPK at:

<b>Address</b>	: Tingkat 5 dan 6, Menara Bumiputra-Commerce, Jalan Raja Laut, 50350 Kuala Lumpur
<b>Tel. No.</b>	: 03-261-7766
<b>Email</b>	: <a href="mailto:enquiry@akpk.org.my">enquiry@akpk.org.my</a>

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

<b>Address</b>	: Block D, Bank Negara Malaysia, Jalan Dato' Onn, 50480 Kuala Lumpur
<b>Fax</b>	: 1-300-88-5465
<b>Tel. No.</b>	: 603-2174-1515
<b>Email</b>	: <a href="mailto:customer@agrobank.com.my">customer@agrobank.com.my</a>

**13. Other facilities available**

- Agro Cash Line-i
- Term Financing-i

**Other Information**

- The information provided in this Product Disclosure Sheet is valid as at: \_\_\_\_\_
- Customer is advised to consider all risk factors before deciding to apply for the Facility.

**IMPORTANT NOTE**

**LEGAL ACTION MAY BE TAKEN AGAINST YOU IF YOU FAIL TO KEEP UP PAYMENTS ON YOUR MODAL KERJA-*i*.**

**Disclaimer**

- The terms and conditions indicated in this Product Disclosure Sheet are tentative/indicative only and not binding on the Bank. The final terms and conditions are as stipulated in the Letter of Offer and Principal Agreement ('Facility Agreement') after credit assessment and Facility approval has been carried out.
- Please note that all information disclosed under this document shall be processed in accordance with the relevant laws, including the Personal Data Protection Act 2010 ('PDPA'). Please read our PDPA Policy which is available at our website at [www.agrobank.com.my](http://www.agrobank.com.my) or you may visit our nearest branch if you have any enquiries.