

## PRODUCT DISCLOSURE SHEET

### Dana Program Pembiayaan Agroteknologi Madani (DPPAM)

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 DPPAM.

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?

DPPAM is a non-collateralized financing facility for new or existing agropreneurs to increase the use of agrotechnology in the agrofood sector in line with the modernization and smart agriculture agenda outlined in the National Agrofood Policy 2021 – 2023 (DAN 2.0).

This financing facility program is also an encouragement by the Government to increase the use agrotechnology such as Controlled Environment Agriculture, urban farming, 4IR based technology, Internet of Things (IoT), Artificial Intelligence technology, mechanization, and automation as well as the use green technology in increasing productivity towards food security.

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

#### **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. Via this financing, the Bank will buy the commodity (crude palm oil (CPO) plastic resin or any other commodity as advised by the Commodity Supplier) from the Commodity Supplier with the cost price (based on the financing amount). Subsequently the Bank sells the commodity to the Customer at cost plus profit (*Murabahah*) on a deferred payment. Next, the Customer appoints the Bank as an agent (*wakalah*) to sell the commodity to a third party at cost price, on a cash basis. Proceeds of sale will be credited to Customer's account as financing amount required by the Customer. Commodity applies for *Tawarruq* transaction is subject to the Commodity Broker.

#### **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>Limit of Facility</b>	<ul style="list-style-type: none"> <li>▪ Minimum: RM10,000*</li> <li>▪ Maximum: RM5,000,000* (for each application)</li> </ul>
<b>Types of underlying product</b>	<ul style="list-style-type: none"> <li>▪ Term Financing: Term Financing-i</li> <li>▪ Working Capital Financing: Modal Kerja-i</li> </ul>
<b>Margin of Finance</b>	<ul style="list-style-type: none"> <li>▪ Up to 100% including the cost takaful contribution, stamp duty, or any cost related to the completion of this financing.</li> </ul>
<b>Tenure of Facility</b>	Up to 10 years (or 120 months) including 8 months grace period*.

<b>Profit Rate</b>	2% per annum on monthly rest basis.
<b>Ceiling Profit Rate (CPR)</b>	Base Financing Rate (BFR) + 4%* or 10%*, whichever is higher

\*Note: Subject to terms and conditions.

#### 4. What are my obligations?

- Payment will be made based on the 2% per annum, not more than the selling price.
- To execute *akad* in the *Tawarruq* transaction.

#### 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>	Including legal fees for Facility documentation, registration of charge, land search, bankruptcy search, winding-up search and other relevant charges (if applicable)
<b>Takaful Contributions</b>	Depending on the amount of coverage taken for the Facility
<b>Brokerage Fee</b>	RM7.00 for every RM1,000,000.00 of commodity purchasing amount or any price as stipulated by Commodity Provider.

**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 actual loss due to the Customer's default/failure in making the Instalment Payment or any other payment payable by the Customer to the Bank. The compensation (*Ta'widh*) shall not be compounded and calculated from the date of 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.

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

**Note :**

IIMM - Islamic Interbank Money Market was determined by Bank Negara Malaysia (BNM) and subject to change from time to time.

- 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 but not limited to: -
  - 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 the maturity date.
  - iv. Settlement by the Customer in the event of termination or cancellation of 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 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?

In the event of customer failed to settle the outstanding amount of Facility, Bank has the right to take legal action against the customer and/or guarantor.

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

Yes. *Kafalah* or individual guarantor (at least one person) is required to guarantee the financing amount exceeding RM10,000.00. No collateral shall be required by the Bank.

## 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 in your contact details to ensure that all correspondence reaches you in a timely manner. Please visit any nearby Bank branches or kindly contact 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>

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

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

**Address** : Tingkat 5 dan 6,  
Menara Bumiputra-Commerce,  
Jalan Raja Laut,  
50350 Kuala Lumpur  
**Tel. No.** : 03-261-7766  
**Email** : [enquiry@akpk.org.my](mailto:enquiry@akpk.org.my)

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

**Address** : Block D, Bank Negara Malaysia,  
Jalan Dato' Onn,  
50480 Kuala Lumpur  
**Fax** : 1-300-88-5465  
**Tel. No.** : 603-2174-1515  
**Email** : [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

### 13. Other facilities available

- Not Applicable

### 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 financing.

### 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 stipulated in the Letter of Offer and/or Principle 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 or website at [www.agrobank.com.my](http://www.agrobank.com.my) or you may visit our nearest branch if you have any enquiries.

### Customer Declaration

I / We hereby accept and understand the contents of the above Product Disclosure Sheet as explanation given to me / us

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Name :  
NRIC :  
Date :