

| PRODUCT DISCLOSURE SHEET (Read this Product Disclosure Sheet before you decide to take up the Bankers Guarantee-i. Be sure to also read the general <u>terms in the letter of offer</u> . Seek clarification from the Bank if you do not understand any part of this document or the general terms.) | PUBLIC ISLAMIC BANK BERHAD 197301001433 (14328-V) BANKERS GUARANTEE-i DATE: | | | | | | | | | | | | | | |
|--|---|--|-------------|-------------------|------------|---|--------------------------|-------------------------|--------------------------|------------------------------------|--------------------------|--|--------------------------|--|--|
| 1. What is the product about? <ul style="list-style-type: none"> Bankers Guarantee-i (BG-i) is an undertaking by the Bank in writing to answer for payment of performance of obligation on behalf or at the request of a customer/applicant and in the event of a customer/applicant default, the Bank is responsible for effecting payment to the beneficiary of the guarantee. BG-i is to be fully secured by way of marginal (cash) deposit, earmarking of Current Account-i/ Current Account or Term Deposit-i/Fixed Deposit. | | | | | | | | | | | | | | | |
| 2. What is the Shariah concept applicable? <ul style="list-style-type: none"> Kafalah - It is a contract of guarantee or a surety given by the Bank who agrees to guarantee a liability of a customer/applicant in case the latter defaults in fulfilling his obligation. Wa'd - A unilateral promise which refers to an expression of commitment given by one party to another to perform certain action(s) in the future. | | | | | | | | | | | | | | | |
| 3. What do I get from this product? <ul style="list-style-type: none"> A Banker Guarantee-i is issued by the Bank on behalf or at the request of a customer/applicant for payment of performance of obligation and in the event the customer/applicant defaults, the Bank is responsible for effecting payment to the beneficiary of the Banker Guarantee-i. <table border="1" style="width: 100%; margin-top: 10px; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: left; padding: 2px;">Trade Bills-i - Bankers Guarantee-i for Tender/Performance/Financial (Payable on demand)</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Amount Limit</td> <td style="padding: 2px;">: RM _____</td> </tr> <tr> <td style="padding: 2px;">Commission Rate for Bankers Guarantee-i</td> <td style="padding: 2px;">: _____% per annum</td> </tr> </tbody> </table> | | Trade Bills-i - Bankers Guarantee-i for Tender/Performance/Financial (Payable on demand) | | Amount Limit | : RM _____ | Commission Rate for Bankers Guarantee-i | : _____% per annum | | | | | | | | |
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| Commission Rate for Bankers Guarantee-i | : _____% per annum | | | | | | | | | | | | | | |
| 4. What are my obligations? <ul style="list-style-type: none"> Bankers Guarantee-i is payable on demand. Total amount you must pay back is inclusive of charges. | | | | | | | | | | | | | | | |
| 5. What are the fees and charges I have to pay? <table border="1" style="width: 100%; margin-top: 10px; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%; text-align: center; padding: 5px;">Fees and Charges</th> <th style="width: 30%; text-align: center; padding: 5px;">Amount (RM)</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">Commission</td> <td></td> </tr> <tr> <td style="padding: 5px;">• Tender Guarantee</td> <td style="text-align: center; padding: 5px;">1.20% p.a; Min. RM100.00</td> </tr> <tr> <td style="padding: 5px;">• Performance Guarantee</td> <td style="text-align: center; padding: 5px;">1.50% p.a; Min. RM100.00</td> </tr> <tr> <td style="padding: 5px;">• Financial Guarantee (Government)</td> <td style="text-align: center; padding: 5px;">1.75% p.a; Min. RM100.00</td> </tr> <tr> <td style="padding: 5px;">• Financial Guarantee (Non-Government)</td> <td style="text-align: center; padding: 5px;">2.00% p.a; Min. RM100.00</td> </tr> <tr> <td style="padding: 5px;">• Guarantee for employment of domestic servants and foreign servants</td> <td style="text-align: center; padding: 5px;">RM50.00 flat per guarantee of RM1,000.00</td> </tr> </tbody> </table> | | Fees and Charges | Amount (RM) | Commission | | • Tender Guarantee | 1.20% p.a; Min. RM100.00 | • Performance Guarantee | 1.50% p.a; Min. RM100.00 | • Financial Guarantee (Government) | 1.75% p.a; Min. RM100.00 | • Financial Guarantee (Non-Government) | 2.00% p.a; Min. RM100.00 | • Guarantee for employment of domestic servants and foreign servants | RM50.00 flat per guarantee of RM1,000.00 |
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5. What are the fees and charges I have to pay?, cont.

| Fees and Charges | Amount (RM) |
|--|--|
| Stamp Duty <ul style="list-style-type: none"> • Letter of Offer • Other Security Document <ul style="list-style-type: none"> ✓ Letter of Set-Off ✓ Letter of Pledge • Letter of Indemnity for Counter Signing an Indemnity and Issuing of BG-i • Performance Bond to Maintain Contractors for a Government Project • Bankers Guarantee-i for Security Deposit • Bankers Guarantee-i for Accreditation Purpose • Bankers Guarantee-i for Supply of Goods on Credits • Bankers Guarantee-i Specific Performance of Agent/Broker • Bankers Guarantee-i for Tender Deposit/Earnest Money • Bankers Guarantee-i on Cheques Issued to the Customs Department • Bankers Guarantee-i on Customs Duties/Excise Duties/Sales Tax/Fine | RM10.00 Ad valorem Ad valorem RM10.00 RM10.00 RM10.00 RM10.00 RM10.00 RM10.00 RM10.00 RM10.00 RM10.00 |
| Handling Fee <ul style="list-style-type: none"> • Amendment to Banker's Guarantee-i • Handling fee for non-standard format | Minimum commission of RM100.00 0.10% flat, Minimum: RM100.00 Maximum: No limit |

For full list of fees and charges, please visit our website at www.publicislamicbank.com.my.

6. What if I fail to fulfil my obligations?

- The security which is earmarked for the BG-i facility will be uplifted on maturity for the full amount inclusive of charges (if any).
- Unless otherwise stipulated under the respective type of facility, in the event of default, the Bank reserves the right to impose the following:
 - a) For failure to pay any instalments and which failure continues beyond the maturity date of the facility/ies, the compensation rate that shall be applied is the Bank's Average Financing Rate* (AFR) on the outstanding balance or any such rate as approved by Bank Negara Malaysia.

The formula for late payment charge after maturity is as follows:

$$\frac{\text{Outstanding Balance} \times \text{AFR} \times \text{No. of Overdue Day(s)}}{365}$$

- * Also known as "Combined Rate" which consist of two (2) elements namely *ta'widh* and *gharamah*. *Ta'widh* refers to the amount that may be compensated to the Bank based on actual loss incurred due to default while *gharamah* refers to the penalty charged on the defaulters over and above the *ta'widh*.

6. What if I fail to fulfil my obligations?, cont.

- b) The Bank shall not compound the compensation payable to the principal amount/financing amount.
- The Bank has the right at any time without notice to you to debit your current/savings account with us towards payment of the monthly payment of the financing and any other charges and/or fees incurred in the granting of the financing including Takaful contribution, quit rent, assessment, cost of an updated/revised valuation reports, fees for searches, legal fees for preparation and perfection of security documents by Bank's solicitors, legal costs incurred in relation to enforcement of security/recovery cost and any other cost or expenses incidental thereto.
- If the financing tenure extends into retirement, you are to advise us on your plans to service the monthly payment after your retirement.
- You are to furnish us all relevant information regarding financing taken from all financial institutions, cooperatives, building societies, credit companies and merchants that provide credit sales, etc. and to fully and accurately disclose material information that has a bearing on our financing decision. Failure by you to disclose essential and correct information in the financing application as well as the consequences of providing incomplete or incorrect information may lead to a higher financing rate or rejection of your financing application.
- Legal action will be taken if you fail to respond to reminder notices. Your property may be foreclosed and you will have to bear all legal costs. You are also responsible to settle any shortfall after your property is sold.
- Legal action against you may affect your credit rating leading to financing being more difficult or expensive to you.
- Under specific circumstances where the customer is not contactable, the Bank's obligation is considered to be fulfilled if such notice has been sent to the last known address of the customer at least 7 calendar days in advance.

7. What are the major risks?

- Late charge or commission will be imposed if the BG-i is not returned to the Bank for cancellation upon its expiry date.

8. What do I need to do if there are changes to my contact details?

- It is important that you inform us (written notice to be sent to the account holding branch) of any change in your contact details to ensure that all correspondences reach you in a timely manner.

9. Where can I get assistance and redress?

- If you have difficulties in making payments, you should contact us earliest possible to discuss payment alternatives.
- If you wish to complain on the products or services provided by us, you may contact us at:

Public Islamic Bank Berhad
25th Floor, Menara Public Bank
146 Jalan Ampang
50450 Kuala Lumpur

Telephone : 1-800-22-5555
Fax : 03-2162 2224
E-mail : islamicbkg@publicislamicbank.com.my
Web Site : <https://www.publicislamicbank.com.my>

9. Where can I get assistance and redress?, cont.

- Alternatively, you may seek the services of Agensi Kaunseling dan Pengurusan Kredit (AKPK), an agency established by Bank Negara Malaysia to provide free services on money management, credit counselling, financial education and debt restructuring for individuals. You can contact AKPK at:

**Tingkat 8, Maju Junction Mall
1001, Jalan Sultan Ismail
50250 Kuala Lumpur**

Telephone : 03-2616 7766
E-mail : enquiry@akpk.org.my

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

**Customer Contact Centre (BNMTELELINK)
Bank Negara Malaysia
P.O. Box 10922
50929 Kuala Lumpur**

Telephone : 1-300-88-5465 (1-300-88-LINK)
Overseas : 603-2174 1717
Operating Hours : 9:00 a.m. – 5:00 p.m. (Monday – Friday except public holiday)
Web Form : telelink.bnm.gov.my

10. Where can I get further information?

- Should you require additional information about taking a 'Bankers Guarantee-i', please refer to the *bankinginfo* website at www.bankinginfo.com.my.

11. Other Facilities Available?

- Shipping Guarantee-i
- Letter of Credit-i
- Trust Receipt-i
- Accepted Bill-i

IMPORTANT NOTE: YOUR COLLATERAL MAY BE FORECLOSED IF YOU DO NOT KEEP UP PAYMENTS ON YOUR FACILITY.

The above is for illustration purposes only, profit sharing ratio and charges may vary and is subject to the Bank's current term and conditions.

Signature/Date :

Officer/SME Name :

- I confirm a copy of this disclosure form has been provided and briefed to the applicant.
- The information provided in this disclosure sheet is valid as at date hereof.