

PRODUCT DISCLOSURE SHEET

REMINDER: You are reminded to read and understand the terms and conditions of this Product Disclosure Sheet before signing below. In the event there are any terms and conditions in this Product Disclosure Sheet you do not understand, you are advised to obtain further clarification with the Bank's staff, representative or agent before signing below.

ENGLISH VERSION

Bank **Affin Islamic Bank Berhad** Product Tawarruq Term Financing-i

Date of Issuance to Customer:

(to be filled out upon application)

1. What is this product about?

Financing facility under Term Financing-i ("Facility") may be granted by Affin Islamic Bank Berhad ("Bank") to you as the customer ("Customer") for the following purposes:

- Purchase / refinancing shop-house / commercial / industrial buildings
- Purchase of land for commercial, industrial and agriculture purposes
- Construction of house / factory on own piece of land

2. What is the Shariah concept applicable?

Tawarruq

The Shariah Concept applied for the above product is *Tawarrug*.

Tawarrug 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.

The customer will execute the Purchase Undertaking based on Wa'd concept. Under the Purchase Undertaking, the Customer undertakes to purchase from the Bank a specific Shariah compliant commodity ("the Commodity" consists of crude palm oil (CPO), rubber or any other commodity) as advised by the Commodity Supplier at Bank's Sale Price.

3. What do I get from this product?

Total Financing Amount : RM 500,000.00 Ceiling Profit Rate 12% per annum (p.a.) Bank's Sale Price : RM 741,415.08

Effective Profit Rate : Base Financing Rate (BFR) + 2% per annum (p.a.)

Tenure : 7 years

Note:

- All calculations and information above are for the purpose of **ILLUSTRATION** only.
- Financing amount is equivalent to Bank's Purchase Price.
- Bank's Sale Price is calculated at Ceiling Profit Rate. The Ceiling Profit Rate (i.e. maximum capping rate) in determining the Bank's Sale Price is as stated above unless otherwise advised by the Bank.
- However, the monthly profit will be calculated based on the effective profit rate on monthly rest basis which will not exceed the Ceiling Profit Rate.
- BFR is subject to change from time to time and our current Base Financing Rate (BFR) is 6.81% p.a.

4. What are my obligations?

- Your monthly installment is RM 7,996.41
- Your payment amount at the end of 7 years is RM 671,698.44

Important: Your monthly installment and total payment amount will vary if the BFR changes

	Today's BFR 6.81% p.a.	If BFR goes up 1% p.a.	If BFR goes up 2% p.a.
Effective Profit Rate	8.81%	9.81%	10.81%
Monthly installment	RM 7,996.41	RM 8,251.59	RM 8,511.35
Total profit at the end of 7 years	RM 171,698.44	RM 193,133.56	RM 214,953.40



Total payment amount at the end of 7 years	RM 671,698.44	RM 693,133.56	RM 714,953.40
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- All calculations and information above are for the purpose of ILLUSTRATION only.
- · Profit is calculated on a monthly rest basis.
- Due to the increase in BFR, the Effective Profit Rate on the Facility may vary from rate initially stated in our Letter of Offer and it will change accordingly as published by the Bank from time to time.
- Increase in BFR may result in a higher installment amount to be serviced. However, the monthly profit will not exceed the Ceiling Profit Rate. Rebate shall be provided to the Customer if there is a difference between the Ceiling Profit Rate and the Effective Profit Rate as described in item 7 below.

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

- Stamp Duty: As per Stamp Duty Act 1949 (Revised)
- Costs and charges relating to the financing documentation for the Tawarruq Term Financing shall be borne by the Customer.
- For venture/financing where the arrangement is made via Investment Account Platform (IAP), the relevant fees and charges shall be applicable.
- *Brokerage Fee
 - *The Brokerage Fee is related to the brokerage cost, which is RM10 per RM1.0 million on pro-rate basis. The imposition of Brokerage Fee is as follows:
 - a) Non-SMEs based on actual brokerage cost imposed by the commodity platform provider
 - b) SMEs-50% of actual brokerage cost imposed by commodity platform provider

Please refer to Bank's Letter of Offer for any other fees chargeable.

Note:

*The Brokerage Fee is subject to changes on the brokerage cost charged by the commodity platform provider from time to time.

6. What if I fail to fulfill my obligations?

The Customer shall pay the Bank late payment charges by way of Ta'widh (compensation) as follows:
 Before maturity of the Facility

A sum equivalent to one per centum (1%) per annum on overdue instalment(s) until date of full payment;

= Overdue installment x 1% x no. of days overdue

365

Upon maturity of the Facility

A sum equivalent to the prevailing daily overnight Islamic Interbank Money Market Rate (IIMM) on outstanding balance i.e. outstanding Selling Price/Rental less *ibra*' (if any);

= Outstanding balance x prevailing IIMM x <u>no. of days overdue</u> 365

- We may set-off any credit balance in account maintained with us against any outstanding balance in this facility account by providing seven (7) calendar days of prior notice to you.
- Legal action will be taken against you if you fail to respond to reminder notices. You will have to bear all costs in relation to the same. You are responsible to settle any shortfall (if any) after legal action has been taken against you.
- Legal action against you may affect your credit rating leading to credit being more difficult or expensive to you.
- Please refer to your responsibilities as stated in the Letter of Offer.

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

The Bank does not impose a lock-in period for Tawarruq Term Financing and there is no fee imposed for early settlement before maturity. The Bank shall grant rebate (ibra') which is equivalent to the deferred profit at the point of settlement.

Ibra' (rebate) formula:

Ibra' (rebate) on early settlement = deferred profit-reasonable estimate cost incurred by the Bank.

Note:

- Deferred Profit = Total Contracted Profit Accrued Profit
- Total Contracted Profit = Bank's Sale Price Bank's Purchase Price
- Accrued Profit is calculated on Effective Profit Rate of the outstanding principal being utilized.



8. Do I need any insurance/takaful coverage?

- Yes. It is compulsory. Customer is required to obtain Takaful coverage.
- For MRTT, the actual contribution cost is included in the financing package of Tawarruq Term Financing, subject to terms and conditions listed in the Letter of Offer. Notwithstanding this, the Bank may require any other Takaful coverage as stipulated in Bank's Letter of Offer.

Note:

The Bank may provide quotations to you for any compulsory Takaful offered by the Bank's own panel of Takaful provider. However, you are free to use the service of other Takaful providers.

9. What are the major risks?

- The payment of Bank's Sale Price is by way of periodical installment, an increase in the BFR as in the case of floating rate will result in higher installment; but is capped at Ceiling Profit Rate of 12%. The Bank will notify customer on changes of installment prior to the effective date.
- If you have problems to fulfill your financing obligations, please contact and discuss with us.

10. Where can I get assistance and redress?

- If you have difficulties in making payments, you should contact your respective Relationship Manager earliest possible to discuss payment alternatives.
- If you wish to complain on the product or services provided by us, you may fill-in an "Online Feedback Form" which
 is available at Bank's website: <u>AffinAlways.com</u> that will be escalated to Customer Feedback & Resolution
 Management. You may also contact us at:

Address: Customer Feedback & Resolution Management Level 9, Menara Affin, Lingkaran TRX, Tun Razak	Contact No. Operating Hours: 8:00 a.m. – 12:00 a.m. (Monday – Sunday)	03 – 8230 2222
Exchange, 55188 Kuala Lumpur	E-mail	yourvoice@affingroup.com
	Website	https://www.affinalways.com https://www.affingroup.com

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 both individuals and SMEs. You can contact AKPK at:

Address:	AKPK Infoline	03-2616 7766
Agensi Kaunseling dan	Fax No.	03-2616 7601
Pengurusan Kredit (AKPK)	Operating Hours	9:00 a.m. – 5:00 p.m.
Level 5 and 6,		(Monday – Friday)
Menara Aras Raya (formerly known		, , , , , , , , , , , , , , , , , , ,
as Menara Bumiputra-Commerce)		
Jalan Raja Laut, City Centre 50350		
Kuala Lumpur.		

 You may re-address the issue with the Ombudsman for Financial Services (OFS) when steps taken by the Bank is still unsatisfactory. You may contact OFS at:

Address:	Contact No.	03 – 2272 2811
Ombudsman for Financial	Fax No.	03 – 2272 1577
Services (OFS) (664393P)	E-mail	enquiry@ofs.org.my
(Formerly known as Financial	Website	www.ofs.org.my
Mediation Bureau)		
Level 14, Main Block		
Menara Takaful Malaysia		
No. 4, Jalan Sultan Sulaiman		
50000 Kuala Lumpur		



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

Address: BNMLINK Bank Negara Malaysia P.O. Box 10922 (Peti Surat 10922)	Contact No. Operating Hours: 9:00 a.m. – 5:00 p.m. (Monday – Friday)	1-300-88-5465
50929 Kuala Lumpur	Fax No.	03-21741515
	eLink Web Form	https://bnmlink.bnm.gov.mv

11. 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 changes in your contact information to ensure that all correspondences reach you in a timely manner.

12. Where can I get further information?

Should you require additional information on financing, please visit Bank's branches near you or call our Contact Centre at 03-8230 2222 or visit our website Affinalways.com for further details.

13. Other facilities available.

The Bank offers other term financing-i facilities with different concept such as Murabahah Term Financing-i, Istisna' Term Financing-i, Musharakah Mutanaqisah Term Financing-i & Ijarah Term Financing-i.

IMPORTANT NOTE:

LEGAL ACTION MAY BE TAKEN AGAINST YOU IF YOU DO NOT KEEP UP INSTALLMENT PAYMENTS ON YOUR FACILITY.

The information provided in this disclosure sheet is valid as at 12 JANUARY 2024.

I/We hereby acknowledge that the key terms of this product disclosure sheet, in particular, the terms
affecting my/our obligations have been adequately explained to me/us by the Bank's staff, representative
or agent.

Signature	:	
Name	: .	
NRIC No	: _	