

## PRODUCT DISCLOSURE SHEET

Please read this Product Disclosure Sheet before you decide to take the Maybank Islamic BANK GUARANTEE-i (BG-i). Be sure to also read the general terms and conditions.

Product Name:  
**BANK GUARANTEE-i (BG-i)**

Date:

[The date issued to customer to be filled in by Sales Personnel]

### 1. WHAT IS THIS PRODUCT ABOUT?

BANK GUARANTEE-i (BG-i) IS A FACILITY WHERE THE BANK UNDERTAKES TO PAY AN AGREED SUM IF THE CUSTOMER FAILS IN FULFILLING HIS BUSINESS OBLIGATION TO BENEFICIARY UNDER THE TERMS AND CONDITIONS OF THE GUARANTEE

BG-i IS ONLY APPLICABLE FOR SHARIAH COMPLIANT ('HALAL'/ PERMISSIBLE) TRANSACTIONS WHICH DOES NOT INVOLVE INCLUDING BUT NOT LIMITED TO GAMBLING ELEMENT, INTEREST/USURY AND ANY FORMS OF IMMORAL, DECEITFUL AND UNFAIR DEALINGS.

### 2. WHAT IS THE SHARIAH CONTRACT APPLICABLE?

THE SHARIAH CONTRACT APPLIED IS *KAFALAH* (GUARANTEE). *KAFALAH* REFERS TO A CONTRACT WHERE THE GUARANTOR CONJOINS THE GUARANTEED PARTY IN ASSUMING THE LATTER'S SPECIFIED LIABILITY, IN CASE OF DEFAULT.

### 3. WHAT DO I GET FROM THIS PRODUCT?

A GUARANTEE ON SPECIFIED LIABILITY REQUIRED BY BENEFICIARY IN FULFILLING THE CONTRACT REQUIREMENT.

### 4. WHAT ARE MY OBLIGATIONS?

ADHERE TO TERMS AND CONDITIONS GOVERNING ISLAMIC TRADE FACILITY GRANTED BY THE BANK AS DEFINED IN THE APPLICATION FORM, LETTER OF OFFER, GENERAL AND STANDARD TERMS AND CONDITIONS GOVERNING THE ISLAMIC TRADE FACILITY.

YOU SHALL BE RESPONSIBLE AND LIABLE TO INDEMNIFY THE BANK AS THE GUARANTOR AGAINST ALL OBLIGATIONS IMPOSED FOR WHICH THE BG-i IS SUBJECT TO. THIS INCLUDES WHEN THE BG-i IS ISSUED WITH CONDITION THAT THE PRINCIPAL INDEMNIFIES THE ISSUER IN THE EVENT OF DEFAULT.

### 5. WHAT ARE THE FEES AND CHARGES I HAVE TO PAY?

#### ■ FEE

#### A) FOR THE TENOR/TERM OF THE BG-i;

TYPES OF BG-i	AMOUNT
i) BG-i IS FULLY SECURED BY CASH DEPOSITS OR FIXED DEPOSIT RECEIPTS	0.05% PER MONTH WITH A MINIMUM OF RM100.00
ii) BG-i IS ISSUED ON A CLEAN BASIS, OR ARE PARTIALLY/FULLY SECURED AGAINST ASSETS E.G. LANDED PROPERTY, SHARES, ETC.	0.125% PER MONTH (UNLESS SPECIFIC APPROVAL FROM HEAD OFFICE HAS BEEN OBTAINED FOR A LOWER RATE) WITH A MINIMUM OF RM100.00

B) WHERE THE BG-i HAS A CLAIM PERIOD, THE COMMISSION CHARGED SHOULD INCLUDE THE CLAIM PERIOD. IF THE CLAIM PERIOD IS LESS THAN THIRTY (30) DAYS, THE COMMISSION CHARGE ON THE CLAIM PERIOD SHOULD BE ONE (1) MONTH.

	<p>EXAMPLE:</p> <table border="1"> <thead> <tr> <th>IF BG-i IS ISSUED FOR A PERIOD OF</th> <th>THEN, COMMISSION CHARGED SHOULD BE</th> </tr> </thead> <tbody> <tr> <td>3 MONTHS WITH A CLAIM PERIOD OF 30 DAYS</td> <td>4 MONTHS</td> </tr> <tr> <td>12 MONTHS WITH A CLAIM PERIOD OF 30 DAYS</td> <td>13 MONTHS</td> </tr> </tbody> </table>	IF BG-i IS ISSUED FOR A PERIOD OF	THEN, COMMISSION CHARGED SHOULD BE	3 MONTHS WITH A CLAIM PERIOD OF 30 DAYS	4 MONTHS	12 MONTHS WITH A CLAIM PERIOD OF 30 DAYS	13 MONTHS
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3 MONTHS WITH A CLAIM PERIOD OF 30 DAYS	4 MONTHS						
12 MONTHS WITH A CLAIM PERIOD OF 30 DAYS	13 MONTHS						
<ul style="list-style-type: none"> <li>STAMP DUTIES</li> </ul>	AS PER THE STAMP ACT 1949						
<ul style="list-style-type: none"> <li>OTHER FEES AND CHARGES</li> </ul>	ALL OTHER COSTS AND EXPENSES I.E. LEGAL FEES AND OTHER CHARGES INCURRED IN THE PREPARATION OF ALL DOCUMENTATION PERFECTION AND PRESERVATION OF THE BANK'S SECURITY DOCUMENTS.						
<ul style="list-style-type: none"> <li>HANDLING FEE</li> </ul>	RM 50 PER TRANSACTION						

PLEASE REFER TO BELOW LINK FOR LATEST FEE AND CHARGES.

[https://www.maybank2u.com.my/mbb\\_info/m2u/public/personalDetail04.do?cntTypeld=0&cntKey=BFIN02.06.01&programId=BFIN02.06-Charges&chCatId=/mbb/Business/BFIN-Financing/BFIN02-TradeFinancing](https://www.maybank2u.com.my/mbb_info/m2u/public/personalDetail04.do?cntTypeld=0&cntKey=BFIN02.06.01&programId=BFIN02.06-Charges&chCatId=/mbb/Business/BFIN-Financing/BFIN02-TradeFinancing)

#### 6. WHAT IF I FAIL TO FULFILL MY OBLIGATIONS?

<ul style="list-style-type: none"> <li>LATE PAYMENT CHARGE (LPC)</li> </ul>	<p>THE BANK MAY CHARGE TA'WIDH (COMPENSATION) ON OVERDUE PAYMENT, IF THE CUSTOMER FAILS TO PAY ANY PAYMENTS DUE TO THE BANK AS FOLLOWS :</p> <p>A) AT THE BANK NEGARA MALAYSIA (BNM)'S PREVAILING ISLAMIC INTERBANK MONEY MARKET (IIMM) RATE ON THE BALANCE OF THE PRINCIPAL AMOUNT FOR PAYMENTS OVERDUE ON AND BEYOND THE MATURITY DATE; OR</p> <p>B) USING ANY OTHER METHOD APPROVED BY BNM</p>
<ul style="list-style-type: none"> <li>RIGHT TO SET-OFF</li> </ul>	<p>THE BANK MAY WITH NOTICE TO YOU, COMBINE, CONSOLIDATE OR MERGE ALL OR ANY OF YOUR ACCOUNTS AND LIABILITIES WITH THE BANK AND MAY SET OFF OR TRANSFER ANY SUM OUTSTANDING TO THE CREDIT OF ANY SUCH ACCOUNTS IN OR TOWARDS THE SATISFACTION OF ANY OF YOUR LIABILITIES TO THE BANK UNDER THE FACILITY.</p>

#### 7. WHAT IF I FULLY SETTLE THE FACILITY BEFORE ITS MATURITY?

NOT APPLICABLE. THIS IS NOT A FINANCING PRODUCT.

#### 8. DO I NEED ANY TAKAFUL COVERAGE?

NOT APPLICABLE.

#### 9. WHAT ARE THE MAJOR RISKS?

UPON RECEIVING CLAIM FROM THE BENEFICIARY THE BANK WILL PROCEED TO HONOR THE GUARANTEE BY MAKING PAYMENT AND DEBITING YOUR ACCOUNT AND/OR LIQUIDATE YOUR COLLATERAL.

#### 10. WHAT DO I NEED TO DO IF THERE ARE CHANGES TO MY CONTACT DETAILS?

IT IS IMPORTANT THAT YOU INFORM US OF ANY CHANGE IN YOUR CONTACT DETAILS TO ENSURE THAT ALL CORRESPONDENCES REACH YOU IN A TIMELY MANNER. TO UPDATE YOUR CONTACT DETAILS, YOU MAY INFORM US IN WRITING OR REACH US VIA ONE OF THE CHANNELS, E.G.: M2U OR HOME BRANCH.

#### 11. WHERE CAN I GET ASSISTANCE AND REDRESS?

I) IF YOU HAVE DIFFICULTIES IN MAKING PAYMENTS, YOU SHOULD CONTACT US EARLIEST POSSIBLE TO DISCUSS PAYMENT ALTERNATIVES. YOU MAY CONTACT US AT :

NAME OF BRANCH : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
TEL/FAX : \_\_\_\_\_  
E-MAIL : \_\_\_\_\_

II) 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 MAY CONTACT AKPK AT:

TINGKAT 8, MAJU JUNCTION MALL  
1001, JALAN SULTAN ISMAIL  
50250 KUALA LUMPUR  
TEL : 1-800-88-2575 EMAIL : [ENQUIRY@AKPK.ORG.MY](mailto:ENQUIRY@AKPK.ORG.MY)

III) IF YOUR QUERY OR COMPLAINT IS NOT SATISFACTORY RESOLVED BY US, YOU MAY CONTACT BANK NEGARA MALAYSIA LINK OR TELELINK AT :

BLOCK D, BANK NEGARA MALAYSIA  
JALAN DATO' ONN  
50480 KUALA LUMPUR  
TEL : 1-300-88-5465  
FAX : 03-21741515 EMAIL : [BNMTELELINK@BNM.GOV.MY](mailto:BNMTELELINK@BNM.GOV.MY)

## 12. WHERE CAN I GET FURTHER INFORMATION?

IF YOU HAVE FURTHER ENQUIRIES, PLEASE CONTACT US AT :

BRANCH:  
ADDRESS :  
TEL :  
E-MAIL:

### **DISCLAIMER**

THE INFORMATION, TERMS AND CONDITIONS IN THIS PRODUCT DISCLOSURE SHEET ARE INDICATIVE AND ARE NOT BINDING ON THE BANK. THE FINAL TERMS AND CONDITIONS ARE STIPULATED IN THE LETTER OF OFFER AFTER CREDIT ASSESSMENT AND FINAL APPROVAL BY THE BANK.

### **IMPORTANT NOTE:**

THE BANK HAS THE RIGHT TO PROCEED WITH LEGAL ACTION AGAINST YOU IF YOU FAIL TO PAY YOUR INSTALLMENTS / PAYMENTS DUE ON YOU.

THE INFORMATION PROVIDED IN THIS DISCLOSURE SHEET IS VALID FROM DECEMBER 2018