#### PRODUCT DISCLOSURE SHEET

(Click here for Bahasa Malaysia Version)

Kindly read this Product Disclosure Sheet ("PDS") together with the terms in the Letter of Offer before you decide to take up Letter of Credit-i ("LC-i") with Hong Leong Islamic Bank ("Bank"). Be sure to also read the general terms and conditions.

The information provided is merely general information of the product. The terms and conditions indicated in this PDS are tentative/ indicative and may change at the discretion of the Bank. Final terms and conditions will be read jointly and superseded as stipulated in the letter of offer and facility agreement after credit assessment and financing approval for the financing.

Please seek clarification from the Bank if you do not understand any part of this document or the general terms.



# Hong Leong Letter of Credit-i (LC-i)

December 2024

#### 1. What is this product about?

- LC-i is an Islamic trade financing facility, which complies with Shariah principles. LC-i is an irrevocable written undertaking by a bank, given to a seller (as the beneficiary) at the request and on the instructions of the buyer ("the Applicant), to pay at sight or at a determinable future date up to a stated sum of money that must be paid within a prescribed time limit and against stipulated documents which are in compliance with the terms and conditions of the documentary credit.
- The main governing set of rules for an LC is the latest version of Uniform Customs and Practice for Documentary Credits (UCP) and Uniform Rules for Bank-to-Bank Reimbursements under Documentary Credits (URR).

## 2. What is the Shariah contract applicable?

- LC-i is based on the Shariah contract of Wakalah bil Ujrah, whereby a party, as principal (muwakkil) authorises another party as his agent (wakil) to perform a particular task on matters that may be delegated, with imposition of a fee.
- The mechanics involved in LC-i are as follows:
  - 1. The Customer informs the Bank of his LC-i requirement and requests the Bank to provide the facility;
  - The Bank requires the Customer to place a deposit to the full amount (subject to credit requirement) of the price of the goods to be purchased / imported which the Bank accepts as deposit into Customer's current account where the amount deposited will be earmarked/ hold as security for the facility;
  - 3. The Bank establishes the LC-i;
  - Once negotiated, the Bank utilises the Customer's deposit (to retire the facility) and subsequently releases the documents to the customer.

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

- Better opportunity to negotiate with the supplier for better credit terms and pricing.
- Bank may assist to clear Exchange Control matters and related trade issues when the LC-i is issued.

## 4. What are my obligations?

## Pricing:

- The Customer may require submitting a list of local suppliers to the Bank for approval for local purchase. The approved suppliers list may be reviewed by the Bank and is subject to change from time to time.
- To fulfil your obligation as per conditions set out in the LC-i.
- For every utilisation of LC-i facility, you will have to pay commission up front.
- To reimburse to the Bank immediately the same day for any payment made by the Bank as the Customer's or third party authorised by the Customer's payment agent.

• The Bank charges the Customer commission for its services under the principle of Ujrah ranges as follow:

# Pricing:

(i) LC-i:

Commission	Issuance	<ul> <li>0.1% per month or part thereof or rate specified in the Letter of Offer.</li> <li>Minimum RM50.00</li> <li>No maximum</li> </ul>
	Amendment	If related to extension or increase in amount:
		If not related to extension or increase in amount:  • RM50.00 flat rate will be charged.

# (ii) Inward bills under Letter of Credit-i (IBLC-i):

Commission	If documents are presented directly to HLISB by LC-i Beneficiary	<ul> <li>0.10% flat</li> <li>Minimum RM50.00</li> <li>Maximum RM150.00 (to deduct from proceeds)</li> </ul>
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(iii) Usance bill under Letter of Credit-i (UBLC-i):

(III) Usance bill under Letter of Credit-i (UBLC-i):				
Acceptance Commission	If documents are presented through another Bank	<ul> <li>0.10% per month or part thereof</li> <li>Minimum RM50.00</li> <li>No Maximum</li> </ul>		
	If document are presented directly to HLBB by the LC-i Beneficiary.	<ul> <li>0.10% per month or part thereof</li> <li>Minimum RM50.00</li> <li>No Maximum.</li> </ul>		
		Collection commission of 0.10% flat, Minimum RM 50.00, Maximum RM150.00 (to deduct from proceeds)		

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

Stamp Duties	As per Stamp Duty Act 1949 (revised 1989).	
Legal and Disbursement Fees	Solicitor fee as per the Solicitor's Remuneration Order 2005 including fees for registration of charge, land search, bankruptcy search, related government tax and other tax or levy as per the scale fees charged by the respective authorities.	
Others	Please refer Trade Services Fees & Charges in our website at URL: https://www.hlisb.com.my/en/personal-i/help-support/fees-and-charges/trade-service-i.html	

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

# **Compensation Charges** For default payment during facility tenure = Up to 1% p.a. on the overdue amount; for Late Payment (for each For default causing the facility to be terminated or brought to court = Up to 1% p.a. on b) transaction) the outstanding balance (outstanding principal plus accrued profit); For default payment after expiry of facility tenure = BNM Islamic Interbank Money Market ("IIMM") rate on the outstanding balance (outstanding principal plus accrued profit); For default payment after court judgement has been obtained against you = IIMM rate on the basic judgment sum. Note: (i) Compensation charges shall not be compounded and more than the outstanding principal. (ii) Compensation charges method and rate are subject to changes as may be prescribed by (iii) Compensation charges is computed on a daily basis from the payment due date/maturity date/judgment date. Right to set-off The Bank may set-off/deduct any credit balance in your deposit account maintained with the Bank against any outstanding balance in this account subject to issuance of seven (7) days' prior written notice to you. Right to commence Legal action will be taken if you fail to respond to reminder notices. recovery or legal action Your asset may be foreclosed and you will have to bear all costs. In the event the sale proceeds are insufficient to settle in full the outstanding amount due and owing, you will be responsible to settle any shortfall. The Bank may commence recovery activities (including engaging third-party debt collection agencies), foreclosure and bankruptcy proceedings. Note: Legal action against you may affect your credit rating leading to credit being more difficult or expensive.

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

Early settlement is not applicable.

## 8. Do I need any takaful coverage?

The following takaful coverage are recommended/required to be taken from the Bank's panel:

- Takaful coverage to cover the company in the event of death or permanent disability of the customer or key men of the company (if applicable).
- Takaful over the goods (where applicable).

## 9. What are the major risks?

Where the shipping documents contain discrepancies, the Bank is not obliged to honour or negotiate the documents.

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

It is important that you inform us of any changes in your contact details to ensure that all correspondences reach you in a timely manner. To update your correspondence details, please contact us at +603-76268899 or visit any of our branches/ business centres nationwide.

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

• If you have difficulties in making payments, you should contact us earliest possible to discuss payment alternatives. For any enquiries, you may contact us at:

Contact Centre : 03-7626 8899 / 03-7661 7777

Fax : 03-7946 8888

E-mail : HLOnline@hlbb.hongleong.com.my

- Alternatively, you may seek the services d
  - a) Khidmat Nasihat Pembiayaan (KNP), a service formalized by Bank Negara Malaysia (BNM) in collaboration with Credit Guarantee Corporation Malaysia Berhad (CGC) and Agensi Kaunseling & Pengurusan Kredit (AKPK) via MyKNP@CGC that provides financial advisory and recommendations to Small & Medium Enterprises (SMEs) who were unsuccessful in obtaining business financing from banks. You may contact KNP at:

# MyKNP@CGC Advisory Unit under CGC

Address : CGC Advisory at any CGC branches nationwide.

Please refer to CGC website for the branch location at <a href="https://www.cgc.com.my/cgc-branches.">https://www.cgc.com.my/cgc-branches.</a>

Telephone : 03- 7880 0088
E-Mail : <u>myknp@cgc.com.my</u>

Website : <a href="https://www.bnm.gov.my/MyKNP">https://www.bnm.gov.my/MyKNP</a>

b) Agensi Kaunseling dan Pengurusan Kredit (AKPK), an agency established by Bank Negara as a one-stop platform for both individuals and SMEs seeking financing restructuring services as well as financial education and credit advisory. You may contact AKPK at:

#### Agensi Kaunseling dan Pengurusan Kredit (AKPK)

Address : Tingkat 5 & 6, Menara Bumiputra Commerce, Jalan Raja Laut 50350 Kuala Lumpur, Federal Territory

Telephone : 1-800-88-2575
E-mail : enquiry@akpk.org.my

Website : <a href="https://www.akpk.org.my/smehelpdesk">https://www.akpk.org.my/smehelpdesk</a>

• To make a complaint on products or services offered, you may contact us at:

#### **Customer Advocacy**

Address : Level 13A Floor, Menara Hong Leong, No. 6, Jalan Damanlela, Bukit Damansara, 50490 Kuala Lumpur

Telephone : 03-76268821 / 03-76268802 / 03-76268812
E-mail : <u>customerservice@hlbb.hongleong.com.my</u>

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

#### Bank Negara Malaysia LINK or BNMLINK

Address : 4th Floor, Podium Bangunan AlCB, No. 10, Jalan Dato' Onn, 50480 Kuala Lumpur

Telephone : 1-300-88-5465 Fax : 03-2174 1515

Website :: https://bnmlink.bnm.gov.my

## 12. Where can i get further information?

Should you require additional information on Letter of Credit-i ("LC-i"), please visit any of our branches nationwide or you may visit our website at <a href="https://www.hlisb.com.my">www.hlisb.com.my</a> website.

## 13. Other Business Trade Services-i Available

- Trust Receipt-i (TR-i)
- Accepted Bills-i Purchase / Sale (AB-i)
- Bank Guarantee-i (BG-i)
- Shipping Guarantee-i (SG-i)
- Hong Leong Invoice Financing-i (IVF-i)
  Inward/Outward Bill For Collection-i (IBC-i / OBC-i)
- Hong Leong Onshore Foreign Currency Financing-i (OFCF-i)

IMPORTANT NOTICE
THE BANK MAY PROCEED WITH LEGAL ACTION AND FORECLOSURE OF YOUR ASSET FINANCED BY OR CHARGED AS COLLATERAL TO THE BANK SHOULD YOU FAIL TO PAY YOUR PAYMENT PROMPTLY

The information provided in this disclosure sheet is valid as at <u>December 2024.</u>