



Small Medium Enterprise Development  
Bank Malaysia Berhad (49572-H)

## PRODUCT DISCLOSURE SHEET

(Read this Product Disclosure Sheet before you decide to take-up the Contract Financing. Be sure to also read the terms in the Letter of Offer. Seek clarification from SME Bank if you do not understand any part of this document or the general terms)

### CONTRACT FINANCING

Date : \_\_\_\_\_  
(to be filled by Relationship Management)

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

Contract Financing is a financing package offered to the customers that consist of Main Contractors or Nominated Sub-Contractors who have secured contract(s) or future contract(s) from the approved awarding parties. This financing will be using the existing financing facilities which are already available in the Bank.

#### 2. What is the Shariah concept(s) applicable?

The Shariah concept(s) applicable to the program are:

##### Commodity Murabahah via Tawarruq

Commodity Murabahah is Murabahah (cost-plus-profit) via Tawarruq arrangement. A Tawarruq consists of two sale and purchase contracts. The first involves the sale of a specified commodity (such as crude palm oil) by the Bank to the Customer on a deferred basis at a cost-plus-profit price over an agreed period of time. Subsequently, the Customer will sell the same commodity to a third party on a cash and spot basis.

##### Kafalah

Kafalah refers to a contract where the guarantor (Bank) conjoins the guaranteed party (Customer) in assuming the latter's specified liability. The guarantor shall impose ujah (fee) for providing the Kafalah service.

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

We shall provide you financing facility(ies) via our existing product(s) as follows:

- i) Revolving Credit-i (RC-i) Facility; and/ or
- ii) Cash Line-i (CL-i) Facility; and/ or
- iii) Kafalah Bank Guarantee-i (Kafalah BG-i) Facility

##### Illustration:

##### Financing Facility (Revolving Credit-i Facility/ Cash Line-i Facility)

Facility Amount/ Limit	:	Subject to the highest deficit position from the contract's projected cash flow
Tenure	:	Subject to annual review or expiry of the contract
Margin of Financing	:	Up to 100% of the contract cost
Prevailing Profit Rate (PPR)	:	From BFR + 0.0% per annum to BFR + 2.5% per annum on daily rest
Ceiling Profit Rate (CPR)	:	11.00% per annum. (BFR + 4.0%)

##### Note:

- i. **Prevailing Profit Rate refers to Base Financing Rate (BFR) + Spread**
- ii. **Current BFR (Base Financing Rate) is at 7.00% and may vary from time to time**
- iii. **Actual profit rate shall be based on Prevailing Profit Rate**

##### Kafalah BG-i Facility

Kafalah BG-i Amount	:	As per beneficiary's requirements
Tenure	:	As per beneficiary's requirements
Kafalah BG-i Fee	:	<ul style="list-style-type: none"> <li>• 1.5% per annum or 0.125% per month based on the guaranteed amount; or</li> <li>• Minimum RM100 per guarantee issued</li> </ul>

#### 4. What are my obligations?

##### RC-i Facility

- To pay the bullet payment of principal and profit (Selling Price) upon maturity of each disbursement/ utilization tenure.

- You must settle the financing amount in full upon maturity of each disbursement/ utilization tenure.

**Illustration of bullet payment:**

The bullet payment for principal and profit payable is calculated daily based on the fixed profit rate, the facility amount utilized and the number of days utilized.

- Facility Amount Utilized : RM500,000.00
- Profit Rate : 8.50% per annum (based on BFR + 1.50%)
- Utilization Tenure : 90 days
- Profit Amount : RM10,479.45
- Bank's Selling Price : RM510,479.45
- Bank's Purchase Price : RM500,000.00

The Bank's Selling Price of RM510,479.45 is to be fully paid upon maturity of 90 days.

**CL-i Facility**

- To pay the monthly profit portion.
- To pay the principal portion in lump sum (bullet payment) upon maturity.

**Important: Your monthly profit payments may vary if the BFR changes.**

**Illustration on profit charged:**

The monthly profit payable is calculated daily based on the fixed profit rate, the facility amount utilized, and the number of days utilized for the month.

- Facility Amount/ Limit : RM1,000,000.00
- Prevailing Profit Rate : 8.50% per annum
- Tenure : 5 years subject to annual review
- Bank's Purchase Price : RM1,000,000.00
- Bank's Selling Price : RM1,550,000.00
- Facility Amount Utilized : 1) RM600,000.00  
2) RM400,000.00

Utilization	Today (BFR=7.00%)	If BFR goes up 1%	If BFR goes up 2%
1) 1 <sup>st</sup> utilization of RM600,000.00 Monthly profit payable	RM4,331.51	RM4,841.10	RM5,350.68
2) 2 <sup>nd</sup> utilization of RM400,000.00 Monthly profit payable	RM2,887.67	RM3,227.40	RM3,567.12
Monthly Profit Payable for both utilizations	RM7,219.18	RM8,068.50	RM8,917.80

**Note: The total monthly profit payable may vary accordingly with the changes in BFR and facility outstanding. If the BFR changes, the Prevailing Profit Rate will change but will not exceed the Ceiling Profit Rate.**

**Kafalah BG-i Facility**

- You shall be responsible and liable to indemnify the Bank as the guarantor against all obligations imposed for which the Kafalah BG-i is subject to.
- This includes when the Kafalah BG-i is issued with the condition that the principal indemnify the issuer in the event of default.
- For every utilization of Kafalah BG-i, you will have to pay all related fees and charges upfront.

**Illustration on Kafalah BG-i Fee**

- Kafalah BG-i Amount : RM1,500,000.00
- Fee: 1.5 % per annum
- Kafalah BG-i Period [Contract Period + Claim Period (if any)]: 5 years
- Kafalah BG-i Fee : 1,500,000.00 x 1.5% x 5 years  
= **RM112,500.00**

**Note: The above examples are for illustration only. The illustration may not show the specific circumstances or obligations of each facilities.**

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

### a) Stamp Duties:

As per the Stamp Duty Act 1949 (Revised 1989).

### b) Legal and Disbursement Fees:

As per Solicitor's Remuneration Order including fees for registration of charge, land search, bankruptcy search, taxes and other charges as per the scale fees charged by the Solicitors.

### c) Valuation Fee:

As charged by the Valuer (if applicable).

### d) Trading Fee:

The trading fee for buying and selling the commodities shall be charged to the customer as part of fees & charges. The customer shall pay the trading fee of RM10.00 for RM1,000,000.00 or part thereof for every transaction (if applicable).

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

- Ta'widh (compensation) for Late Payment

**The Bank has the right to be compensated on late and default payments based on the following mechanism:**

### Before maturity

Actual loss up to 1% on overdue payment for facility within default period as per the following formula:

$$\text{Overdue Installment(s)} \times 1\% \times \text{No. of Overdue day(s)} / 365$$

### After maturity

Bank shall collect compensation charges from the date of maturity to the date of payment on actual loss up to the prevailing IIMM rate on the outstanding balance, as per the following formula:

$$\text{Outstanding Balance} \times \text{IIMM}\% \times \text{No. of Overdue day(s)} / 365$$

### Post Judgement

The court may impose a late payment charge on judgement debt, subsequent to the judgement.

The formula for late payment charges on post judgement as following:

$$\text{Judgement Sum} \times \text{IIMM}\% \times \text{No. of Overdue day(s)} / 365$$

Note:

- i. IIMM = Islamic Interbank Money Market
  - ii. The compensation for late payment shall not be further compounded or by any other method approved by the Shariah Advisory Council of Bank Negara Malaysia.
  - iii. \*The Bank may charge the actual cost/loss incurred up to 1% or IIMM rate, whichever is lower.
- Legal action will be taken if you fail to respond to reminder notices. The security may be enforced and you will have to bear all costs. You are also responsible to settle any shortfall after the security is disposed.

For a sample of illustrations on the application of Ta'widh, kindly refer to our website at [www.smebank.com.my](http://www.smebank.com.my)

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

In line with BNM Guideline on Ibra' (rebate) for Sale Based Financing, Ibra' shall be granted early settlement before the end of the financing tenure. Settlement prior to the end of the financing tenure shall include, but is not limited to, the following situations:

- Early settlement or early redemption, including those arising from prepayments;
- Settlement of the original financing contract due to financing restructuring exercise;
- Settlement in the event of default; and
- Settlement in the event of termination or cancellation of financing before the maturity date.

For variable rate financing, the Bank shall grant Ibra' on the difference between Ceiling Profit Rate and Prevailing Profit Rate.

Formula calculation of Ibra':

$$\text{Ibra' (Rebate)} = \text{Unearned Profit} - \text{Early Settlement Charges (if any)}$$

For a sample of illustrations on the application of Ibra' and settlement amount formula, kindly refer to our website at [www.smebank.com.my](http://www.smebank.com.my)

## 8. Do I need to provide collateral or a guarantor?

The Bank will evaluate the requirement for collateral and/ or guarantor and advise you on it before we offer the financing facility.

**9. Do I need any Takaful coverage?**

You may maintain such Takaful policies against all risks acceptable to the Bank in respect of your banking facilities.

**10. What are the major risks?**

- Please be advised that the variable rate will change according to the changes in the BFR. An increase in the variable rate may result in a higher monthly installment amount.
- Should there be a reduction in Bank's BFR, you may not be able to enjoy any reduction in the agreed fixed profit rate.
- If you have problems meeting your payment obligations, please contact us early to discuss payment alternatives

**11. 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.

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

- If you have difficulties in making payments, you should contact us as soon as possible to discuss payment alternatives. You may contact us at:  
Customer Service Management: 03-2603 7700 Website: [www.smebank.com.my](http://www.smebank.com.my)
- If you wish to complain about the products and services provided by us, you may contact us at 03-2603 7700 or email us at [customercare@smebank.com.my](mailto:customercare@smebank.com.my) or send your letter to:  
Customer Service Management  
SME Bank, Level 10, Menara SME Bank  
Jalan Sultan Ismail  
50250 Kuala Lumpur
- If our reply to your query or complaint is not satisfactory to you, 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  
E-mail: [bnmtelelink@bnm.gov.my](mailto:bnmtelelink@bnm.gov.my)

**13. Where can I get further information?**

Should you require additional information of the product, please refer to our brochures, which is available at our nearest branch or our website at [www.smebank.com.my](http://www.smebank.com.my) or call our Hot Line 03-2603 7700.

For more information on obtaining a financing facility, please refer to *banking info* booklet, available at all our branches and the [www.bankinginfo.com.my](http://www.bankinginfo.com.my) website.

**14. Other financing packages available?**

We also provide asset financing/refinancing, working capital financing, contract financing, project financing, and other dedicated program financing.

**IMPORTANT NOTE: LEGAL ACTION MAY BE TAKEN AGAINST YOU IF PAYMENTS ON YOUR FINANCING FACILITY(IES) ARE NOT PAID PROMPTLY ON THE DUE DATES**

The information provided in this disclosure sheet is valid as at