# PRODUCT DISCLOSURE SHEET

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(Read this Product Disclosure Sheet before your business/company decides to take up the product. Be sure to also read the bank's terms and conditions, which includes terms in the Facility Offer Letter, the relevant Application Form and the Bank's Standard Trade Terms (available at https://www.gbm.hsbc.com/gtrfstt or upon request).)

### HSBC Amanah Malaysia Berhad (HSBC Amanah)



CLEAN IMPORT FINANCING-i (Pre/Post-shipment Buyer Financing-i)

TRUST RECEIPT-i (Post-shipment Buyer Financing-i)

<Date>

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

#### I) Clean Import Financing-i

Clean Import Financing-i helps you/your business/company to finance your Shariah compliant Import/Purchases of goods and/or services under open-account terms (post shipment Import financing) or advanced payment terms (Pre Shipment Import Financing-i)

# II) Trust Receipt-i

Trust Receipt-i is a short term facility to finance purchases and imports of existing Shariah Compliant goods. The facility is drawn against the issuance of Documentary Credit-i or Inward Bills for Collections-i.

### 2. What is the Shariah concept applicable?

The applicable concept is Commodity Murabahah (cost plus profit). Under this concept, the customer will appoint the Bank as their agent to buy on their behalf the Shariah-compliant commodities from the Bank as seller at the Bank's selling price (i.e. cost price plus profit at ceiling profit rate p.a.). Following this, the Bank as the customer's agent will sell Shariah-compliant commodities which the customer has bought, at cost price to Bursa or other approved asset exchange. The customer is entitled to this cost price which represents the facility amount under Clean Import Financing-i which will be paid into the customer's account. The facility will be valid for 5 years (subject to annual credit review and rollover). The customer is obliged to pay the selling price to the Bank.

The profit is set at the agreed Contracted Profit Rate ("CPR") of 15%. However, the Bank will charge the customer based on the drawdown amounts computed at Effective Profit Rate ("EPR" - Bank's Base Financing Rate plus a margin). The difference between CPR and EPR will be granted as a rebate (Ibra') to the customer. Thus, provided EPR stays below the CPR, customers are only expected to pay the EPR. The Bank cannot charge the customer more than the CPR under the facility.

The facility is available in Ringgit and Foreign Currency.

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

### I) Clean Import Financing-i

Clean Import Financing-i bridges the gap between receipt of your sales proceeds and settlement of your trade payables and help to improve your business/company's cash flow. With Clean Import Financing-i, your business/company may:-

- Have increased flexibility to make new or larger sales by accessing funding to cover increases in production/warehousing costs.
- Expand suppliers to include new suppliers who only sell on sight terms.
- May be able to negotiate better terms and pricing with suppliers with the ability to make timely payment.

Refer illustration as following:-

Financing Amount: minimum RM20,000.00; maximum up to facility limit available

Margin of financing:

For post-shipment financing: up to a maximum of 100% of invoice value with a minimum financing amount of RM20,000.00 or equivalent in foreign currency.

For pre-shipment financing: up to a maximum of 75% of the value of the advance payment according to the accepted purchase order/proforma invoice, with a minimum financing amount of RM20,000.00 or equivalent in foreign currency.

**Tenor:** up to approved maximum Tenor

#### **Profit rate**

Formula:

Illustration of Facility Profit & Early Settlement Computation

Example of Actual Total Profit

Financing Amount : RM100,000.00

Contracted Profit Rate (CPR): 15%

Effective Profit Rate (EPR) : KLIBOR + 1.5% = 6%

Tenure : 90 days

Tenure Begins On : 01 January 2023 Tenure Ends On : 31 March 2023

Note: Customer will always pay at EPR. The difference between CPR and EPR is a discretionary rebate from the Bank to the client. In case of Early Settlement, the Bank may grant additional rebate.

**Example of Profit Computation** 

Actual Total Profit is calculated as follows:

Actual Total Profit = Financing Amount x Effective Profit Rate x Actual No. of days

365

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= RM100,000,00 \times 6\% \times 90 \text{ days} = RM1,479.45.00
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Example of Early Settlement

Customer wishes to early settle on the 31 January 2023, where:

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Accrued Actual Total Profit = RM100,000,00 \times 6\% \times 31 = RM509.59
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Unaccrued Actual Total Profit = RM100,000.00 x 6% x 59 days = RM969.86

Early Settlement Charges: RM0

Ibra' (Rebate) = Unaccrued Actual Total Profit - Early Settlement Charges (if any) = RM969.86 - RM0 = RM969.86

Settlement Amount = Outstanding Principal + Accrued Actual Total Profit =RM100,000 + RM509.59 = RM100,509.59

Note: The values illustrated above may change according to a number of variables such as promptness of payments by customer, different amount of disbursement and prepayments.

## II) Trust Receipt-i

Trust Receipt-i helps to manage your business/company's cash flow by financing your goods purchased, with payment to be deferred to maturity date. It also offers you greater flexibility as it allows partial settlement as well as early settlement. Full payment is to be made on maturity of the financing.

Refer illustration as following:-

Financing Amount: minimum RM20,000.00; maximum up to facility limit available

**Tenor:** up to approved maximum Tenor

# **Profit rate**

Formula:

Illustration of Facility Profit & Early Settlement Computation

Example of Actual Total Profit

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Settlement Amount = Outstanding Principal + Accrued Actual Total Profit =RM100,000 + RM509.59 = RM100,509.59

Note: The values illustrated above may change according to a number of variables such as promptness of payments by customer, different amount of disbursement and prepayments.

## Standard Cut-Off Times

Standard Cut-Off Times (Monday to Friday except for public holidays) for settlements are subject to the respective foreign currencies cut-off time and provided that complete information is received: -

- Cross Border Payments 12.00 p.m. (exclude AUD & JPY)
- Cross Border Payment 10.00 a.m (for AUD & JPY)
- Ringgit Payments (Rentas) 11.00 a.m.

Note: Service delivery standards shall depend on customer's grouping as "Premier" or "Standard" or as agreed in customer's legal agreements. Kindly contact the Client Services Team for further details on other cut-off times not mentioned above.

### 4. What are my obligations?

Your business/company will need to pay the full value of the Bank's selling price (consisting of the financing amount and the Bank's profit) on the payment due date and relevant fees and charges as per item 5.

Customer may be required to provide a guarantee, Takaful, pledge, security deposit to secure payments due to the Bank.

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

Key charges for a Clean Import Financing-i facility includes:

Key Charges	Description	
Financing Charge / Commission	Clean Import Financing-i 0.25% flat (max RM200)	Trust Receipt-i 0.25% of financing amount for non-DC-i bills (waive for SME customer)
Commission in lieu of Exchange	0.1% of financing amount (min. RM50, maxRM500) for Foreign Currency Financing	
Other charges	Please refer to our schedule of tariff and charges at <a href="https://www.hsbcamanah.com.my/content/dam/hsbc/hbms/documents/tariffs-and-charges.pdf">https://www.hsbcamanah.com.my/content/dam/hsbc/hbms/documents/tariffs-and-charges.pdf</a> for full list of charges.  The fees and charges above may be updated from time to time and in case of inconsistency, the fees and charges stated in the prevailing standard tariff and charges (which is available at <a href="https://www.hsbcamanah.com.my/content/dam/hsbc/hbms/documents/tariffs-and-charges.pdf">https://www.hsbcamanah.com.my/content/dam/hsbc/hbms/documents/tariffs-and-charges.pdf</a> ) shall prevail over the fees and charges stated in this document.	

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

In the event of a default in such payment exceeding the maturity/due date, your business/company will need to pay compensation for late payment until the financing is fully paid, which will be debited and/or set off from any credit balance(s) in any of your business/company's account(s).

Compensation (Ta'widh) at 1% per annum or at the prevailing daily overnight of Islamic Interbank Money Market (IIMM) rate whichever is lower or other rates that Bank Negara Malaysia may specify against the claimed amount in the event the claimed amount has been paid by the Bank. The computation of compensation on late payment is based on following formula:

### Principal Outstanding x Rate not exceeding IIMM rate x Number of Days Overdue

365

The rate will be applied to the principal amount outstanding where the bank will debit your account with the compensation for late payment.

Example: If the overdue amount in arrears is RM100,000; the IIMM rate is 2%; and the number of days overdue is 20 days; the computation of compensation charge is as follows:  $RM100,000 \times 2\% \times 20/365 = RM109.59$ 

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

The Bank shall, subject to your compliance of all terms and conditions, grant a rebate (Ibra') to you in respect of any early settlement of the Bank's sale price (under the applicable asset sale agreement) equal to deferred profit for the period after early settlement date to payment due date. For foreign currency financing, the rebate is subject to reduction based on conversion rate by the Bank.

Example of Early Settlement Computation:

Customer wishes to early settle on the 30th payment month, where Deferred Profit = RM193,523.40; Outstanding Selling Price = RM396,391.00; Early Settlement Charges: RM0;

Ibra' = Deferred Profit - Early Settlement Charges (if any) = RM193,523.40 - RM0 = RM193,523.40

Settlement Amount = Outstanding Selling Price - Ibra' = RM396,391.00- RM193,523.40 = RM202,867.60

Note: The values illustrated above may change according to a number of variables such as promptness of payments by customer, different amount of disbursement and prepayments.

#### 8. Do I need any insurance / takaful coverage?

Whilst your business/company do not specifically need to take up any insurance / takaful coverage for this product, you are encouraged to consider taking up appropriate coverage\* to protect your goods / business such as Marine Cargo Insurance, Fire Commercial or Flexi Business Shield. Please contact your Relationship Manager for further details. \*Takaful coverage is preferred

# 9. What are the major risks?

There is minimum risk in terms of changes in profit rate as the rate is locked in for the financing tenor. However if financing is in foreign currency, your business/company may face foreign exchange risk.

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

It is important that the Bank is informed of any change in your business/company's contact details to ensure that all correspondences reach your business/company in a timely manner. Changes in your business/company's contact details should be formally submitted in writing and duly authorised by the company's authorised signatories. Please contact your Relationship Manager for further clarification.

# 11. Where can I get further information?

- Should you require additional information about taking up Clean Import Financing-i/Trust Receipt-i to finance open account transaction and/or your Documentary Trade (i.e. Documentary Credit-i or Collection Bills-i), please refer to the *bankinginfo* booklet on 'Small and Medium Enterprises Financing Products for Your Business Trade Financing Trust Receipt', available at <a href="https://www.bankinginfo.com.my">www.bankinginfo.com.my</a>.
  - Kindly take note that the information available in the *bankinginfo* booklet refers to types of financing products in general, and is not an exact representation of products offered by the Bank.
- If you have any enquiries, please contact your Relationship Manager or Trade representative or visit our website at: <a href="https://www.business.hsbcamanah.com.my">https://www.business.hsbcamanah.com.my</a>.

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

- If you have difficulties in making payments, you should contact your Relationship Manager earliest possible to discuss payment alternatives.
- If you wish to speak to our Trade representative, you may contact us at:

Client Service Team Tel: 1-300-88-1099

Email: gtrf.client.services.my@hsbc.com.my

You may also 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 and debt restructuring for individuals and SMEs. You can contact AKPK at:

Level 5 and 6, Menara Bumiputra Commerce,

Jalan Raja Laut

50350 Kuala Lumpur

Tel: 03-2616 7766 (Monday to Friday; 9am - 5:30pm local time)

Email: enquiry@akpk.org.my

• If you wish to complain, please contact the following:

If you wish to complain on the products & services provided by us, you may contact us at:

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

HSBC Bank Malaysia Berhad

Customer Experience Team, Level 30, Menara IQ

Persiaran TRX

55188 Tun Razak Exchange, Kuala Lumpur

Malaysia

Telephone: +603-2075 6235 Facsimile: +603-88942811

Operating Hours: (9.00am to 4.00pm–Monday to Friday)

E-mail: complaints@hsbc.com.my

Bank Negara Malaysia

Jalan Dato' Onn, P.O. Box 10922

50929 Kuala Lumpur.

Tel: 1-300-88-5465 (1-300-88-LINK)

(Overseas: 603-2174-1717) Fax: 603-2174 1515

Web form: eLINK at <a href="https://telelink.bnm.gov.my/">https://telelink.bnm.gov.my/</a> Operating Hours: 9.00am to 5.00pm—Monday to Friday General Number: 603-26988044/2698 9044/9179 2888

OR alternatively, you may file your dispute with Financial Markets Ombudsman Service (FMOS) as follows:

#### By fax/email/post

Chief Executive Officer
Financial Markets Ombudsman Services (Reg. No: 200401025885)
14<sup>th</sup> Floor, Main Block,
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur.

#### In Person (walk-in)

Financial Markets Ombudsman Services (Reg. No: 200401025885)
14<sup>th</sup> Floor, Main Block,
Menara Takaful Malaysia
No. 4, Jalan Sultan Sulaiman
50000 Kuala Lumpur.

## 13. Other trade financing available?

Other trade finance solutions include (but not limited to): -

- Receivables Financing-i
- Supply Chain Financing-i
- Documentary Credit-i/ Shipping Guarantee-i
- Bank Guarantee-i / Standby Documentary Credit-i
- Bills Purchased-i
- Documentary Credit Negotiation-i
- Clean Export Financing-i(Pre/Post-Shipment Seller Financing-i)

Please also contact your Relationship Manager or Trade Representative for details of other Non-Financed Trade Services and/or further discussion on appropriate financing solutions that caters to your company's best interest.

## **IMPORTANT NOTE(S):**

- Your business/company will be classified as bad and doubtful after 3 months / 90 days default in any facility payments and this trade facility may be withdrawn/cancelled.
- You are advised to go through and understand the information in this Product Disclosure Sheet. HSBC Amanah recommends that before you make any decision or accepting any of the Bank's terms and conditions for this product (for example, terms and conditions found in facility offer letter, or the Bank's Standard Trade Terms, etc) you should consult with qualified professional advisers to obtain the appropriate financial, legal, accounting, tax or other advice which is suitable for your business, as well as to ensure adequate understanding of your key contractual obligations under these terms and conditions. We are always ready to assist and provide clarification if you are in doubt. Should you require any support, kindly reach out to your Relationship Manager or the relevant HSBC officer. Your subsequent application for the trade service/facility is deemed as having an understanding of the relevant product (and you have sought for clarification, if required).
- The Customer hereby acknowledges and agrees that by signing this document (or by way of an email confirmation provided to HSBC) all the terms and conditions of the Product Disclosure Sheet have been explained to them.

The information provided in this disclosure sheet is valid as at <insert date="">.</insert>		
mme:		
esignation:		
ompany Name:		
ate:		