


PRODUCT DISCLOSURE SHEET

<p>Read this Product Disclosure Sheet before you decide to take up Trust Receipt (TR) facility with Bank of China (Malaysia) Berhad. Be sure to also read the general terms and conditions, including the terms in the letter offer.</p> <p>This Product Disclosure Sheet is to be used as a basis for continued discussions and does not constitute a commitment of Bank of China (Malaysia) Berhad to lend, arrange or syndicate a financing or an agreement to prepare, negotiate, execute or deliver such a commitment. The delivery of a commitment would be subject to, amongst others (i) satisfaction with the results of its due diligence processes, (ii) relevant credit approval(s), (iii) satisfaction that other Lender(s) would participate in the facility on the basis outlined in this document (if applicable) and (iv) relevant satisfactory financing documentation.</p> <p>The terms and conditions of this Product Disclosure Sheet may be modified or supplemented by Bank of China (Malaysia) Berhad at its discretion at any time and from time to time during the course of its due diligence and credit approval process or as a result of changed market conditions or otherwise.</p>	<div data-bbox="842 315 1525 398"> 中國銀行 马来西亚 BANK OF CHINA (MALAYSIA) BERHAD 200001008645 (511251-V)</div> <p>Product: Trust Receipt (TR)</p>
1. What is this product about?	
<p>Trust Receipt (TR) refers to finance domestic purchase and/or import of raw materials/stocks and other goods related to customer's normal line of business against LC issued by Bank of China (Malaysia) Berhad (the Bank) and/or, documents against Collection acceptable to the Bank.</p> <p>The goods and document(s) finance under TR are or will be released to the customer exclusively for the purpose of taking delivery of and selling the goods for the Bank to buyer(s) at market value on normal trade terms.</p> <p>The goods and document(s) finance under TR have been and will continue to be pledged to the Bank as continuing security for customer's obligation and liabilities to the Bank but the risk of the document(s) and the goods shall be with the customer at all time.</p>	
2. What do I get from this product?	
<ul style="list-style-type: none">▪ TR is able to close the gap of the trade working capital requirement for business expansion purposes. You as an importer or buyer who requires short term trade working capital financing prior selling the goods are suitable to apply TR facility.▪ TR financing is available in MYR or Foreign Currency.	

3. What are my obligations?

- a. You shall pay the sales proceeds of the goods to the Bank on TR loan maturity date.
- b. You will hold the document(s), the goods and the relevant sales proceeds in trust for the Bank, in the Bank's name and solely to the Bank's order, and shall keep them separate from any other documents, goods or proceeds.
- c. You shall, upon the Bank's request, forthwith return the document(s) and/or the goods to the Bank and comply promptly and fully with any instructions which the Bank may give as to the manner of dealing with the document(s) and/or the goods.
- d. You shall keep the goods fully insured against all insurable risks and shall hold the policies and any insurance proceeds in trust for the Bank. In the event of loss or damage, you shall notify the Bank in writing immediately and shall, at your own expenses, take all necessary actions to claim under the insurance. You shall account to the Bank for any monies received from the insurers.
- e. You shall undertake to indemnify the Bank and the Bank's delegate(s) on demand (on a full indemnity basis) against all liabilities, losses, payments, damages, demands, claims, expenses and costs (including legal fees), proceedings or actions which the Bank or the Bank's delegate(s) may incur or suffer under or in connection with TR and/or the release of the document(s) to you or otherwise in relation to the goods.
- f. You represents and declares that, except the Bank otherwise agrees, TR application for the release of the document(s) and the TR loan (if any) is solely for your own business purposes and you are the contractual party for itself in the underlying transaction(s) relating the same.
- g. You undertake that (i) for not permit or allow any other party to utilize your TR facility or services made available by the Bank to you, whether directly or indirectly, or the proceeds thereof and (ii) anything to be done by the Bank under your TR facility or services shall not be done for the benefit of any other party, in each case unless the Bank otherwise agrees.
- h. What are the cut-off time to observe for TR Application(s)?

Trade Product	Cut-Off Time
TR Application(s)	Before 2.00PM on same business day After 2.00AM on next business day
Important Note: <ul style="list-style-type: none">▪ Same day processing subject to the TR application and relevant drawdown document are in order &▪ Longer turnaround time will be applied for bulk submission.	

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

- a. TR interest rate: BLR + margin/ spread or the prescribed rate in the Letter of Offer.

$$\text{Interest} = \frac{\text{Principal} \times (\text{BLR} + \text{Spread } \%) \times \text{Tenure}}{365 \text{ or } 360^*}$$

Note: *365 or 360 depend on the financing currency.
- b. TR is repayable on demand or on the applicable due date, whichever is earlier, together with interest accrued thereon. Interest shall accrue on the TR loan from the drawdown date to the date of actual payment in full as such interest rate as determined by the Bank.
- c. Please refer to the relevant Letter of Offer and our Standard Charges on International Trade Services Operations at <https://www.bankofchina.com/my/m/en-my/service/information/service-rates-and-tariffs/standard-charges-on-international-trade-services-operations.html> for full list of fees and charges.

5. What if I fail to fulfil my obligations?

- a. In the event of any late payment of bills, then without prejudice to any rights or remedies the Bank may have, interest on the amount overdue will be payable by you at the default rate as per the Letter of Offer, from the due date or on demand (if so payable) until the date of receipt by the Bank of the full amount thereof.

<p>b. In the event that any matured TR loan and any other trade bill are not settled on maturity date, the Bank reserves the right to disallow further utilisation of all trade lines until such time that all overdue TR and trade bills are fully paid and your conduct of account must be up to the Bank's satisfaction.</p> <p>c. In the event of overdue triggered, you are subject to the Bank's customary overriding right of repayment on demand and legal proceedings may be commenced against you or any security party/ies.</p> <p>d. Right to set off: The Bank has the right to utilise any credit balance in your accounts maintained with the Bank to settle any outstanding amount under any facilities with the Bank. However, the set-off amount shall be notified to you prior to the set-off being effected.</p>
<p>6. What if I fully settled the facility before its expiry date?</p> <p>Early settlement option is available with interest calculated up to the settlement date.</p>
<p>7. Do I need a guarantor or collateral?</p> <ul style="list-style-type: none"> A guarantor is to be provided if required. Collateral is to be provided if required and must be acceptable to the Bank. <p>Note: The above requirements are depending on your credit worthiness.</p>
<p>8. What are the major risks?</p> <ul style="list-style-type: none"> If the TR financing is denominated in foreign currency (FCY), you may be exposed to foreign exchange fluctuation risk. Base Lending Rate (BLR) is subject to change from time to time as published by the Bank's website at https://www.bankofchina.com.my/en-my/service/information/interest-and-exchange-rate/malaysian-ringgit-interest-rates.html
<p>9. What do I need to do if there are changes to my contact details?</p> <p>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.</p>
<p>10. Where can I get assistance and redress?</p> <p>a. If you have difficulties in making repayments, you should contact your dedicated Relationship Manager at the earliest possible to discuss repayment alternatives.</p> <p>b. Alternatively, you may seek the services of:</p> <ul style="list-style-type: none"> Agensi Kaunseling dan Pengurusan Kredit (AKPK), an agency established by Bank Negara Malaysia as a one stop platform for both individuals and SMEs seeking debts restructuring services, as well as financial education and credit advisory. <p>You may contact AKPK at:</p> <p><u>Agensi Kaunseling dan Pengurusan Kredit (AKPK)</u> Address : Level 5 and 6, Menara Aras Raya (Formerly known as Menara Bumiputera Commerce), Jalan Raja Laut, 50350 Contact Number: 03-2616 7766 E-mail : enquiry@akpk.org.my</p> <p>c. To make a complaint on products or services offered, you may contact us at:</p> <ul style="list-style-type: none"> <u>Bank of China (Malaysia) Berhad</u> Address: 2nd Floor, Plaza OSK, 25, Jalan Ampang, 50450 Kuala Lumpur.

- Customer Service Centre
Contact Number: 03-2059 5566
Email : callcenter@bankofchina.com.my

You may be asked to provide further information or clarification from time to time and to cooperate in any investigation or any process carried out upon receipt of your complaints via any of the above channels.

- In the event you are still not satisfied with the response from the Bank, you may seek review with the following redress channel:

Bank Negara Malaysia (BNM)

Address : Bank Negara Malaysia, Jalan Dato' Onn, P.O.Box 10922, 50929 Kuala Lumpur.
Contact Number : 1-300-88-5465 (1-300-88-LINK) (Overseas: +603-2174 1717)
Facsimile : +603-2174 1515
Web form: (eLINK): <https://telelink.bnm.gov.my>
Website : www.bnm.gov.my

11. Where can I get further information

Should you require additional information about taking up TR facility, please refer to the *bankinginfo* booklet on "Small and Medium Enterprises – Financing Products for Your Business – Trade Financing – Trust Receipt", available at www.bankinginfo.com.my. Kindly take note that the information available in the *bankinginfo* booklet refers to types of financing products in general, and is not be an exact representation of products offered by the Bank.

For any further enquiries, please contact us at:

Bank of China (Malaysia) Berhad
Transaction Banking Department

Trade Product & Sales
3rd Floor, Plaza OSK,
25, Jalan Ampang,
50450 Kuala Lumpur.

Contact Number: 03-2387 8235 / 03-2387 8277 / 03-2387 8204

12. What other trade loans available?

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

- Letter of Credit
- Bank Guarantee
- Account Receivable Financing
- Export Bill Purchase/ Discount
- Banker's Acceptance
- Onshore Foreign Currency Loan
- Pre-Shipment Financing
- Invoice Financing
- Shipping Guarantee
- Standby Letter of Credit
- Documentary Collection/ Purchase/ Negotiation

The information provided in this product disclosure sheet is valid as at 06/12/2023.