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**ADDITIONAL TERMS AND CONDITIONS GOVERNING THE AUTOMATIC EXTENSION OF TRUST RECEIPT-i AND ACCEPTED BILLS-i UNDER THE AUTOMATIC MORATORIUM PROGRAM**

**Recital**

Reference is made to our email titled 'Assistance to Customers Affected by the COVID-19' ("the email").

Under the Automatic Moratorium Program, all your outstanding Trust Receipt-i ("TR-i") and/or Accepted Bills-i ("AB-i") as at 1 April 2020 ("Outstanding TR-i/AB-i") will be automatically extended for a period of six (6) months from their respective due dates under the Shariah contract of Commodity Murabahah ("the Extension"), where we will enter into a commodity purchase transaction based on the principal amount outstanding of your respective matured/maturing TR-i and/or AB-i bills and the selling price which we have agreed .

**Illustration**

<b>Date of Utilisation / Drawing of the TR-i / AB-i</b>	<b>Payment Due Date of Outstanding TR-i / AB-i</b>	<b>Entitlement for Moratorium of 6 Months</b>	<b>New Due Date of Outstanding TR-i / AB-i (after including the moratorium of 6 months)</b>
1 February 2020	31 March 2020	Not Entitled	Not Applicable
31 March 2020	30 May 2020	Entitled	30 November 2020
1 April 2020	1 June 2020	Entitled	1 December 2020

If you choose not to accept this arrangement including but not limited to the entering of the commodity purchase transaction, please inform us in writing, by 14 April 2020 ("Expiry Date"). If we do not receive any objection from you by the Expiry Date, we will proceed with the above arrangement for the Outstanding TR-i/AB-i.

Details of the arrangement of the Commodity Murabahah transaction are as follows:

## Mode of Financing

1. The Extension is made available to you by the Bank based on the Shariah contract of Commodity Murabahah.
2. Under the Commodity Murabahah transaction and prior to the extension of TR-i and/or AB-i, the Bank is hereby appointed as your agent to perform the Commodity Murabahah Transaction as follows:
  - i. to purchase Commodity on your behalf from the Bank at a deferred sale price (“Selling Price”)
  - ii. to sell the Commodity to a third party at a price equivalent to the amount outstanding of your respective matured/maturing TR-i and/or AB-i bills (“Purchase Price”); and
  - iii. use the proceeds arising from the above transaction for the purpose of the Extension of the TR-i and/or AB-i.

## Appointment of Agent and Commodity Purchase Transaction

1. The Bank is hereby appointed to conclude the commodity purchase transaction described in Mode of Financing Clause 2 (i) and (ii) on your behalf for the Extension.
2. The Commodity Murabahah Transaction shall be executed for the Extension of each Outstanding TR-i and/or AB-i and subject to the following arrangement:
  - i. Purchase Price: Principal amount of the matured/maturing TR-i/AB-i bills (excluding any accrued profit).
  - ii. Profit Rate: (i) For TR-i: - Profit rate equivalent to the profit rate of the based on the extended tenure (percent per annum)  
(ii) For FCTR-i:- All FCTR-i will be converted into MYR TR-i at the prevailing Foreign Exchange Rate agreed by you, and thereafter the MYR TR-i profit rate will be applied.  
(iii) For AB-i: - Profit rate equivalent to the prevailing Bank’s Cost Funding Rate at the point of extension.
  - iii. Tenure of financing: Six (6) months
  - iv. Selling Price : Purchase Price + (Purchase Price x Profit Rate x 180 days /365 days).

### **Commodity & Commodity Trader**

1. The Commodity shall be Shariah compliant goods and/or commodities either crude palm oil or other commodities traded with the Commodity Trader or as provided in the Bank's website.
2. The Commodity shall be capable of physical delivery. Any request for the physical delivery of the Commodity shall be made by providing the Bank with seven (7) days prior request during normal hour of business day of the Bank and provided that the Bank has not sold the Commodity to a third party.
3. If you intend to take physical delivery of the Commodity with prior notice to the Bank, arrangements for the delivery is to be made directly with the Commodity platform provider or Commodity trader subject to fulfilment of their terms and conditions for such delivery including any arrangement for logistics, insurance and other applicable costs.
4. In the event you decide to take physical delivery of the Commodity, the Bank will not be able to sell the Commodity to a third party and the Bank cannot proceed to extend the TR-i / AB-i for the Extension. In such case, the Outstanding TR-i / AB-i will not fall under this Automatic Moratorium Program and you are required to pay the Outstanding TR-i / AB-i based on the original payment due date, that is without the Extension.
5. Commodity trader(s) shall be the commodity trader as provided in Bursa Suq Al-Sila' commodity exchange or any other commodity trader as arranged by the Bank.

## ADDITIONAL TERMS AND CONDITIONS GOVERNING THE AUTOMATIC RENEWAL OF REVOLVING CREDIT-i THE AUTOMATIC MORATORIUM PROGRAM

### Recital

Reference is made to our email titled 'Assistance to Customers Affected by the COVID-19' ("the email").

Under the Automatic Moratorium Program, all your outstanding Revolving Credit-i ("RC-i") as at 1 April 2020 ("Outstanding RC-i") maturing within the period 1 April 2020 to 30 September 2020 ("Program Period") will be **automatically** renewed under the Islamic contract of Commodity Murabahah as per your original murabahah period, where we will enter into a New Commodity Transaction based on the Purchase Price (principal amount outstanding) of your respective matured/maturing RC-i bills provided that the payment due date of the Outstanding RC-i is prior to 1 October 2020 (the "Automatic Moratorium Program").

The payment due date of the profit accrued on the matured/maturing RC-i bills will be granted a maximum of 6-month moratorium from the date of renewal or up to 30 September 2020, whichever is earlier (the "Extension").

Subject to the Bank's approval, all new utilisations of RC-i ("New RC-i") during the Program Period will also be automatically renewed as per the original murabahah period of the New RC-i provided that the payment due date of the New RC-i is prior to 1 October 2020.

### Illustration

Date of Utilisation RC-i	Original Murabahah Period	Payment Due Date of Outstanding RC-i	Entitlement for Moratorium of 6 Months	New Payment Due Date of RC-i (after automatic renewal)	Payment Due Date of Renewed RC-i Profit
1 February 2020	2 months	1 April 2020	Entitled	1 June 2020	30 September 2020
31 March 2020	2 months	31 May 2020	Entitled	31 July 2020	30 September 2020
*1 April 2020	2 months	1 June 2020	Entitled	1 August 2020	30 September 2020

\*Note: Subject to Bank's approval

If you choose not to accept this arrangement including but not limited to the entering of the Commodity Transaction, please inform us in writing, by 14 April 2020 ("Expiry

Date”). If we do not receive any objection from you by the Expiry Date, we will proceed with the above arrangement for the Outstanding RC-i and New RC-i.

Details of the renewal arrangement of the Commodity Transaction for the Automatic Moratorium Program are as follows:

1. Commodity Transaction shall be performed for every renewal of the Outstanding and new RC-i in the amount equivalent to the Purchase Price of the respective matured/maturing RC-i
2. The Bank is hereby appointed to conclude the Commodity Transaction as described in the Mode of Financing clause of the Bank’s Letter of Offer/Supplemental Letter of Offer. For avoidance of doubt, for the purpose of this Automatic Moratorium Program, you are not required to issue a Purchase Order as described in the New Commodity Transaction of the Bank’s Letter of Offer/Supplemental Letter of Offer.
3. The Bank is hereby appointed to be your agent in the dual agency arrangement pursuant to the Appointment of Agency as described in the Letter of Offer/Supplemental Letter of Offer in order to complete the Commodity Transaction.
4. The Commodity Transaction shall be performed subject to the following arrangement:
  - i. Purchase Price: Principal amount of the Outstanding RC-i (excluding any accrued profit).
  - ii. Profit Rate: The Bank’s prevailing Cost Funding Rate plus approved spread calculated on daily rest.
  - iii. Murabahah period: As per the original murabahah period of the respective matured RC-i.
  - iv. Deferred Sale Price:  $\text{Purchase Price} + (\text{Purchase Price} \times \text{Profit Rate} \times \text{Murabahah period})$ .

The proceeds from the sale of the above Commodity to the Bank shall be used to pay the Purchase Price of the Deferred Sale Price relating to the Outstanding RC-i and new RC-i.

### **Commodity & Commodity Trader**

1. For the purpose of the above Commodity Transaction, the Commodity shall be Shariah compliant goods and/or commodities either crude palm oil or other commodities traded with the Commodity Trader or as provided in the Bank’s website.
2. The Commodity shall be capable of physical delivery. Any request for the physical delivery of the Commodity shall be made by providing the Bank with

seven (7) days prior request during normal hour of business day of the Bank and provided that the Bank has not sold the Commodity to a third party.

3. If you intend to take physical delivery of the Commodity with prior notice to the Bank, arrangements for the delivery is to be made directly with the Commodity platform provider or Commodity trader subject to fulfilment of their terms and conditions for such delivery including any arrangement for logistics, insurance and other applicable costs.
4. In the event you decide to take physical delivery of the Commodity, the Bank will not be able to sell the Commodity to a third party and the Bank cannot proceed to renew the RC-i for the Extension. In such case, the Outstanding RC-i and New RC-i will not fall under this Automatic Moratorium Program and you are required to pay the Outstanding RC-i and New RC-i based on the original payment due date, that is without the Extension.
5. Commodity trader(s) shall be the commodity trader as provided in Bursa Suq Al-Sila' commodity exchange or any other commodity trader as arranged by the Bank.

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