

PRODUCT DISCLOSURE SHEET

Please be reminded to read and understand this product disclosure sheet before you decide to take up Bank Guarantee. Be sure to also read and understand the final terms and conditions, which will be documented in the Letter of Offer ("LO") and Facility Agreement. You are hereby reminded to always seek and obtain your own independent legal advice. Kindly seek clarification from AmBank (M) Berhad ("Bank")'s authorised representative if you do not understand any part of this document or the general terms stated herein.

AmBank (M) Berhad

Bank Guarantee

Date: 30 November 2023

1. What is this product about?

Bank Guarantee ("BG") is an irrevocable written undertaking issued by the Bank at the request of the Applicant to pay a stated sum of money to the Beneficiary upon the presentation of written demand or any other documents specified in the BG in the event of Applicant defaults on their contractual obligation.

2. What do I get from this product?

- Subject to the BG facility terms as per the LO from the Bank to you, you will get issuance of the BG which is:
 - a. subject to BG facility limit;
 - b. denominated in Ringgit Malaysia ("RM") or foreign currencies ("FCY") that are acceptable by the Bank;
 - c. in favour of Beneficiary acceptable to the Bank;
 - d. for period up to approved tenure;
 - e. subject to Issuance Commission calculated on per month or part thereof;
 - f. for approved purposes; and
 - g. in the Bank's approved format or format acceptable by the Bank.

3. What are my roles and obligations?

- Indemnify the Bank against all liabilities in the event the Bank honours the Beneficiary's claim against the BG.
- Meet all your contractual obligations relating to the BG to the Beneficiary to avoid claim on the BG.
- Ensure sufficient funds and to authorise the Bank to debit your account with the Bank for any Bank's charges, commissions, fees and/or out-of-pocket expenses relating to the BG issuance including payment up to the BG amount should there be a claim by the Beneficiary.
- Apply for BG facility and ensure facility is available and adequate for any BG issuance.

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

No.	Pricing	Rate
1	Issuance Commission	As per LO.
2	Commission for amendment on BG involving extension of expiry date/increase in amount	<p>The rate of Issuance Commission as per LO per month or part thereof for the extended period/incremental value subject to a minimum of RM50 per amendment.</p> <p><i>Note:</i> <i>For amendments involving incremental value, the commission to be charged for such amendment is the difference between the Issuance Commission calculated based on the amended amount from the original issuance date or effective date whichever is earlier up to such date as shall be defined in the BG as the expiry date of the BG (including any extension granted), or on the expiry of the demand/claim period, whichever is later less Issuance Commission collected.</i></p>
No.	Fees and Charges	Tariff
1	Amendment on BG other than extension of expiry date/increase in amount	RM50 flat
2	Claim on BG - Processing fee	RM100 flat
3	Assignment of guarantee	0.1% on guarantee amount Min: RM250
4	Stamp Duty	As per Stamp Duty Act 1949 (Revised 1989)
5	Postage	RM5 flat
6	Courier Service	Within Malaysia: RM15 flat Outside Malaysia: Subject to destination

The pricing, fees or charges quoted are exclusive of any government taxes which may now or hereafter be imposed by the Government of Malaysia. Should there be any imposition of government taxes on any fees or charges due to changes in law or any other factors, the Bank has the right to change or revise the amount payable.

There shall be no refund by the Bank of any commission paid by you to the Bank in the event of any early cancellation or return of BG before its expiry date.

5. What if I failed to fulfil my obligations?

- Upon receiving compliant written claim against the BG from the Beneficiary, the Bank will proceed to pay the Beneficiary and debit your account for the settlement of such claim.
- If you do not have sufficient funds to settle the amount claimed under the BG, the Bank shall be entitled to make the payment for the amount claimed and charge you interest at the rate indicated in the LO, up to the date of full settlement.
- If the amount paid by the Bank remains unpaid after 3 months, the status of your credit facilities with the Bank will be categorised as non-performing loan.
- The Bank will suspend the utilisation of the credit facilities granted to you.
- The Bank may exercise its right and start its recovery process/legal action, including but not limited to bankruptcy/winding-up proceedings (if the outstanding amount reaches a certain limit). Repercussions of being adjudged a bankrupt/wound-up may result in the freezing and confiscation of your assets.
- Legal action against you may affect the credit rating leading to credit being more difficult or expensive.
- Right to set-off: The Bank has the right to utilise any credit balance in your accounts maintained with us 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.

6. What if I fully settled the facility before its expiry date?

- Not applicable.

7. Do I need insurance coverage?

- Not applicable.

8. What are the major risks?

- BGs are usually unconditional and the Beneficiary merely has to make claim in writing and the Bank will have to pay on demand if the claim is in conformity with the terms and conditions of the BG.
- Responsibility is on the Beneficiary to prove default or non-performance by the Applicant and the Bank will not check whether the conditions or contract relating to the BG are not met.
- Fluctuation of foreign exchange rate if BG is issued in FCY.

9. Do I need a guarantor or collateral?

- A guarantor is to be provided if required.
- Collateral is to be provided if required and must be acceptable to the Bank.

Note: The above requirements are depending on your credit worthiness.

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

It is important that you inform the Bank of any amendments in your contact details to ensure all correspondence reaches you in a timely manner. For assistance, you may contact/notify to your respective Relationship Manager in writing.

11. Where can I get assistance and redress?

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

AmBank Berhad Contact Centre
P.O Box no. 12617, 50784 Kuala Lumpur,
Tel.: (603) 2178 8888
Email: customercare@ambankgroup.com

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

Blok D, Bank Negara Malaysia,
Jalan Dato' Onn,
50450 Kuala Lumpur.
Tel.: 1-300-88-5465
Fax.: 03-2174 1515
Website: bnmlink.bnm.gov.my

- Alternatively, you may 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, financial education and debt restructuring for individuals at:

Level 5 & 6,
Menara Aras Raya
(Formerly known as Menara Bumiputra Commerce)
Jalan Raja Laut, 50350 Kuala Lumpur
Tel.: 03-2616 7766
Email: enquiry@akpk.org.my

12. Where can I get further information?

For details of benefits, fees and charges, you may visit www.ambankgroup.com.

13. Other trade products available: -

- Bank Guarantee
- Over-The-Counter Bank Guarantee
- Bankers Acceptance
- Direct Outward Bills Purchase
- Documentary Collection/Purchase/Negotiation
- Export Credit Refinancing
- Invoice Financing
- Foreign Currency Trade Loan
- Packing Credit Advance
- Ringgit Trust Receipt
- Shipping Guarantee
- Standby Letter of Credit

IMPORTANT! YOUR COLLATERAL MAY BE LIQUIDATED IF YOU DO NOT KEEP UP WITH YOUR PAYMENTS

The information provided in this product disclosure sheet is valid from 30 November 2023 until the next update. Kindly visit www.ambankgroup.com for the latest information.

All calculations and rates above are for illustration purposes only. Terms and conditions apply.

Disclaimer: The actual facility to be provided by the Bank is dependent upon your credit evaluation by the Bank. The transmission of this product disclosure sheet to you does not create any obligation by the Bank to grant you any facilities.

I/We duly acknowledge that the key contract terms and my/our financial obligations under this financial product had been adequately explained to me/us by the authorised representative of AmBank (M) Berhad.

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Name:

NRIC No.:

Date:

Or

For and on behalf

Registration No.:

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(Authorised signatory/ Director)

Date: