Over-The-Counter Letter of Credit-i (OTCLC-i) Product Disclosure Sheet

PRODUCT DISCLOSURE SHEET

Please read this Product Disclosure Sheet (PDS) before you decide to apply for Over-The-Counter Letter of Credit-i (OTCLC-i). If your application has been approved, kindly ensure that you have read the terms in the letter of offer before accepting the Bank's offer for the facility. Please consult your relationship manager if you require clarification on the terms.



Product name: Over-The-Counter Letter of Credit-i (OTCLC-i)

1. What is this product about?

Over-The-Counter Letter of Credit-i (OTCLC-i) is a LC-i facility offered to customers, secured against 100% cash margin in Ringgit Malaysia for full LC-i amount plus variance / tolerance.

OTCLC-i is a document issued by a Bank at the request of an applicant (purchaser/importer) to a beneficiary (seller) as assurance of payment within a specific time period against complying presentation of the specified documents. It is applicable for imports and local purchases of goods.

The OTCLC-i shall be governed by the latest version of the Uniform Customs and Practice for Documentary Credits (UCP), the International Chamber of Commerce Publication that is currently in force.

2. What is the Shariah contract applicable?

- The underlying Shariah contract for OTCLC-i is wakalah. Wakalah is a contract of agency in which one party (party A) appoints another party (Party B) to perform a certain task on behalf of Party A, usually for payment of a fee or commission.
- In the context of OTCLC-i, the customer (the purchaser/importer) appoints the Bank as its agent to make payment to the beneficiary (seller/supplier) as stipulated in the OTCLC-i provided that the beneficiary complies with the terms and conditions of the OTCLC-i.

3. What do I get from this product?

- You will have an opportunity to negotiate with the supplier for better credit terms and pricing.
- You will have the comfort of paying the supplier only after the goods purchased have been shipped. The supplier who
 is the beneficiary of the OTCLC-i will also be assured that payment will be made by the issuing Bank upon
 presentation of the documents that comply with the terms and conditions of the OTCLC-i.

4. What are my obligations?

- Submission of a list of your suppliers to the Bank for approval. The approved list of suppliers may be reviewed by the Bank from time to time.
- Fulfilment of your obligations in accordance with the terms and conditions of the OTCLC-i.
- Payment of commission to the Bank for each utilisation of OTCLC-i. Please refer to the table below:

Type of commission	Amount
Issuance of OTCLC-i	0.125% per month or part thereof on the LC-i amount plus actual cost and correspondent charges, if any. Minimum: RM100.00 (SME), RM200.00 (non-SME)
	Handling fee: RM100.00
Amendment of OTCLC-i for extension / increase in value	0.1% per month or part thereof for the extended period / incremental value plus actual cost and correspondent charges, if any. Minimum: RM50

· Adherence to the terms and conditions in the letter of offer and other documents in relation to the facility.

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

Fees and Charges Details		Details
	Stamp Duty	Stamp duty for the legal documents is payable in accordance with the Stamp Duty Act 1949 (revised 1989).

Fees and Charges	Please refer to our Letter of Offer and the Bank's corporate website
	(https://www.alliancebank.com.my/) for details. Kindly note that the fees and charges on
	the Bank's website are updated from time to time. If there are any changes in fees and charges that are applicable to your facility, the Bank will notify you at least 21 calendar
	days prior to the effective date of implementation.

Unless otherwise specified herein, the Bank's charges exclude any current taxes and future taxes (if any) that may be imposed under the relevant legislation. Should any of such taxes be implemented in the future and whenever applicable, the Bank will be entitled to recover such taxes from you.

6. What if I fail to fulfil my obligations?

- The Bank has right to set-off any credit balance in any one of your accounts with Alliance Bank or Alliance Islamic Bank to settle the amount in arrears arising from your utilisation of the OTCLC-i facility.
- The Bank may commence legal action against you and your guarantor (if any) and the collateral (if any) securing the facility may be liquidated or foreclosed to settle the amount(s) due to the Bank. If there is a shortfall in the proceeds received after liquidation or foreclosure of the collateral, you are required to cover such shortfall.

7. What if I cancel the OTCLC-i?

Confirmation/consent from the beneficiary must be obtained prior to cancellation. The commission collected for the OTCLC-i will not be refunded. The Bank will not honour payment to the supplier in view of the cancellation of the OTCLC-i

8. Do I need any insurance/takaful coverage?

Depending on the incoterms negotiated on the sales contract, takaful coverage to be arranged for goods under OTCLC-i accordingly.

9. What are the major risks?

- Goods: Non-delivery, short shipment and shipment of inferior goods, loss of or damage to goods in transit.
- Documents: Goods may arrive before the documents under the OTCLC-i are received.

10. Do I need a collateral or guarantor?

The requirement for collateral is subject to credit evaluation by the Bank.

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

It is important that you inform us of any change 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 any difficulty in meeting your payments for the facility, you may contact your business relationship manager or contact our Customer Care Unit at:

Alliance Islamic Bank Berhad, Customer Care Unit Level 7, Menara Multi-Purpose, Capital Square, No. 8 Jalan Munshi Abdullah 50100 Kuala Lumpur.

Tel: 03-5624 3888 (Overseas) / 1-300-80-3388 (Malaysia) Fax: 03-5516 9399 Email: info@alliancefg.com

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 and SMEs. For further information or to register, please contact AKPK through the
Small Medium Enterprise Help Desk accessible via AKPK's website (akpk.org.my/) or the following contact points:
Menara Bumiputra-commerce, Level 5 & 6, Jalan Raja Laut, 50350 Kuala Lumpur.

Tel: 03 – 2616 7766 Email: <u>enquiry@akpk.org.my</u>

 If your query or complaint is not satisfactorily resolved by the Bank, 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: 03-2174 1515 Email: bnmtelelink@bnm.gov.my

13. Where can I get further information?

If you would like to have more information about OTCLC-i and/or our other products and services, please visit our Bank's website at https://www.alliancebank.com.my/or contact your business relationship manager. You may also contact us at:

Tel: 1-300-80-3388 (Malaysia) 03-5624 3888 (Overseas) Email: info@alliancefg.com

14. Other trade services / trade financing products available:

No.	Services	No.	Financing
1.	Letter of Credit-i	1.	Accepted Bill-i
2.	Standby Letter of Credit-i	2.	Murabahah Trust Receipt-i
3.	Bank Guarantee-i	3.	Murabahah Working Capital Financing-i
4.	Over-the-Counter Bank Guarantee-i	4.	Export Credit Refinancing-i
5.	Shipping Guarantee-i	5.	Export Bills Purchased-i (EP-i)
6.	Inward Bill for Collections-i (IC-i)		
7.	Outward Bills for Collection-i (EC-i)		
8.	Inward Letter of Credit-i (EL-i)		

The information provided in this product disclosure sheet is valid as at [to insert date].

IMPORTANT NOTE: LEGAL ACTION MAY BE TAKEN AGAINST YOU IF YOU DO NOT HONOUR YOUR PAYMENT OBLIGATIONS FOR THE FACILITY.

ACKNOWLEDGEMENT BY CUSTOMER:

Date:

3	the features of the product, its salient terms and the obligations attached is only for information purposes and shall not be construed as an offer by ities to us.
Name:	