


# PRODUCT DISCLOSURE SHEET

<p><b>PRODUCT DISCLOSURE SHEET</b></p> <p>(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 <a href="https://www.gbm.hsbc.com/gtrfstt">https://www.gbm.hsbc.com/gtrfstt</a> or upon request).)</p>	<p><b>HSBC Bank Malaysia Berhad</b></p>  <p><b>POST-SHIPMENT BUYER / SELLER LOANS</b></p> <p>&lt;Date&gt;</p>
<p><b>1. What is this product about?</b></p>	
<p>Post-Shipment Buyer (including TradePay* if offered to customer) / Seller Loans are the provision of working capital finance for Documentary Trade (i.e. Documentary Credit or Collection Bills) and/or open account transactions. The facility may be provided in either Ringgit or foreign currency for your exports/domestic sales and imports/domestic purchases.</p> <p>This facility may require to be partially/fully secured in accordance to the bank's credit assessment.</p> <p>*TradePay is a digital proposition for Post-Shipment Buyer Loans. If TradePay is approved and offered to the customers, the customer can pay the suppliers/service providers using TradePay.</p>	
<p><b>2. What do I get from this product?</b></p>	
<p>Post-Shipment Buyer Loan facility is constructed around your business/company's trading cycle and the nature of business, providing the required working capital finance towards purchase of goods and/or services that are core to your procurement/production and/or sales requirements. Depending on your business needs and the Bank's credit risk appetite, loans may be disbursed for payment to your suppliers prior to or after shipment/delivery of goods and/or services.</p> <p>Post-Shipment Seller Loan facility is constructed around your business/company's trading cycle and the nature of business to meet your working capital needs in order for you to fulfil your sales obligations and/or to bridge your cash flow gap post sales until the settlement of payment by your buyers. Depending upon your business needs and the Bank's credit risk appetite the facility will be appropriately structured and disbursed to finance your working capital gap either at the pre-shipment stage or after shipment/delivery of goods and/or services.</p> <p>Both facilities help to bridge the gap between receipt of your sales proceeds and settlement of your trade payables and help to improve your business/company's cash flow.</p> <p>The financing interest rate is calculated based on an agreed margin plus a published reference rate (e.g. Base Lending Rate, KLIBOR, Risk Free Term Rates such as USD SOFR, GBP SONIA, or EURIBOR) or the bank's internal cost of funds as stipulated in the Facility Offer Letter.</p> <p><u>Standard Cut-Off Times</u> 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: -</p> <ul style="list-style-type: none"><li>• Cross Border Payments - 12.00 p.m. (exclude AUD &amp; JPY)</li><li>• Cross Border Payment - 10.00 a.m (for AUD &amp; JPY)</li><li>• Ringgit Payments (Rentas) – 11.00 a.m.</li></ul> <p>Note: Service delivery standards shall depend on customer's grouping as "Premier" or "Standard" or as agreed in customer's legal agreements. Kindly contract the Client Services Team for further details on other cut-off times not mentioned above.</p>	
<p><b>3. What are my obligations?</b></p>	
<p>Your business/company will need to repay the full value of the loan on due date plus interest charged for the duration of the loan tenure.</p>	

<b>4. What are the fees and charges I have to pay?</b>	
Key charges for a Post-Shipment Buyer / Seller Loan facility includes:	
<b>Key Charges</b>	<b>Description</b>
Financing Charge / Commission	0.25% flat (max RM200)
Cable Cost	RM30 per SWIFT cable
Other charges	Please refer to our schedule of tariff and charges at <a href="https://www.business.hsbc.com.my/en-gb/my/generic/rates-tariff-and-charges">https://www.business.hsbc.com.my/en-gb/my/generic/rates-tariff-and-charges</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.business.hsbc.com.my/en-gb/my/generic/rates-tariff-and-charges">https://www.business.hsbc.com.my/en-gb/my/generic/rates-tariff-and-charges</a> ) shall prevail over the fees and charges stated in this document.
<b>5. What if I fail to fulfill my obligations?</b>	
<b>Right To Set-Off</b> In the event of a default, your business/company will need to pay all additional interest, costs, charges and expenses incurred until the loan is fully repaid, which will be debited and/or set off from any credit balance(s) in any of your business/company's account(s).	
<b>Late Payment Fees</b> Late payment fee is at 1% over and above the prescribed interest rate as stipulated in the legal agreement with customer (e.g. Facility Offer Letter); OR 3.5% above the bank's prevailing Cost of Funds.  Please refer to our schedule of tariff and charges at <a href="https://www.business.hsbc.com.my/en-gb/my/generic/rates-tariff-and-charges">https://www.business.hsbc.com.my/en-gb/my/generic/rates-tariff-and-charges</a> for more information.	
<b>6. What if I fully settle the loan before its maturity?</b>	
A Ringgit loan can be fully settled before its maturity but early settlement of a foreign currency loan is normally not permitted. If an early settlement of foreign currency loan is allowed/approved by HSBC, an appropriate compensation charge (conclusively calculated by the Bank) will be levied and can only provided to your business/company at the time of request for consideration.	
<b>7. Do I need any insurance / takaful coverage?</b>	
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.	
<b>8. What are the major risks?</b>	
There is minimum risk in terms of changes in interest rates during the tenure of the loan as the financing rate is locked in for the duration of the loan tenure. However, you may face foreign exchange risk for the life of the foreign currency loan.  If your business/company has problems meeting this loan obligations, contact us early to discuss repayment alternatives.	
<b>9. What do I need to do if there are changes to my contact details?</b>	
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 authorized by the company's authorized signatories. Please contact your Relationship Manager for further clarification.	
<b>10. Where can I get further information?</b>	
<ul style="list-style-type: none"> <li>Should you require additional information about taking up Post-Shipment Buyer Loans to finance your Documentary Trade (i.e. Documentary Credit or Collection Bills) and/or open account transactions, please refer to the <i>bankinginfo</i> booklet on 'Small and Medium Enterprises - Financing Products for Your Business – Trade Financing – Trust Receipt', available at <a href="http://www.bankinginfo.com.my">www.bankinginfo.com.my</a>.</li> </ul> <p>Kindly take note that the information available in the <i>bankinginfo</i> booklet refers to types of financing products in general, and is not an exact representation of products offered by the Bank.</p>	

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- If you have any enquiries, please contact your Relationship Manager or Trade representative or visit our website at: <https://www.business.hsbc.com.my>.

#### 11. 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](mailto: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](mailto: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:
<p>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: <a href="mailto:complaints@hsbc.com.my">complaints@hsbc.com.my</a></p>	<p>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</p>
OR alternatively, you may file your dispute with Financial Markets Ombudsman Service (FMOS) as follows:	
<p><b><u>By fax/email/post</u></b></p> <p><i>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.</i></p>	<p><b><u>In Person (walk-in)</u></b></p> <p><i>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.</i></p>

#### 12. Other trade loans available?

- Other trade finance solutions include (but not limited to): -
- Receivables Financing
  - Supply Chain Financing
  - Documentary Credit Issuance / Shipping Guarantee
  - Bank Guarantee / Standby Documentary Credit Issuance
  - Export Bills Purchased
  - Export Documentary Credit Negotiation

- Export Credit Refinancing
- Pre-Shipment Buyer/Seller Loans

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 loan/facility repayments and this trade facility may be withdrawn/cancelled.**
- **You are advised to go through and understand the information in this Product Disclosure Sheet. HSBC 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>.

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Name:  
Designation:  
Company Name:  
Date: