

## Product Disclosure Sheet - MD Islamic Financing

Kindly read and understand this Product Disclosure Sheet and the Terms and Conditions before you decide to take up MD Islamic Financing product. This product is brought to you by MD Capital Berhad herein shall be referred to as MDC.

What is MD Islamic Financing facility?

MD Islamic Financing is based on the Shariah principles of Commodity Murabahah via Tawarruq.

It is an unsecured financing product to meet financing needs which is calculated based on flat rate basis.

What is Commodity Murabahah via Tawarruq?

Murabahah refers to a sale and purchase of an asset where the acquisition cost and the mark-up are disclosed to the purchaser. Tawarruq on the other hand is an arrangement which consists of two sale and purchase contracts. The first involves the sale of an asset by a seller to a purchaser on a murabahah basis involving a cost-plus profit for a deferred payment. Subsequently, the purchaser of the first sale will sell the same asset, at cost, to a third party on a cash and spot basis.

What do I get from this product?

- Financing amount: From RM5,000 upto RM50,000
- Repayment period: From 12 months to 24 months
- Profit Rate: 1.5% per month (Flat Rate)
- MDC Sales Price: Financing Amount + Total Profit
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The following are the terms and conditions of MD CAPITAL BERHAD (Company No. 569925-U) (hereinafter referred to as "MDC")'s MD Islamic Financing Facility (hereinafter referred to as "Facility") which are supplemental to the Money lending Agreement (Unsecured Loan) dated (hereinafter referred to as "the Agreement") entered into between MDC and you (hereinafter referred to as "the Terms and Conditions"). By accepting the facility, you hereby agree to be bound by the Terms and Conditions and also acknowledge that you have read and understand the Terms and Conditions.

### 1. General

1.1 The name provided by you below shall be the name stated in your National Registration Identity Card.

1.2 The purpose of the Facility is restricted to either personal or business use only.

1.3 No changes on the facility amount, tenure, installment amount and due date are allowed.

1.4 You must promptly notify MDC in writing of any changes in your employment or business address or home address.

1.5 If you intend to leave Malaysia for more than thirty (30) consecutive calendar days; you shall inform the same in writing to MDC.

1.6 That you understand and agree to the payment method explained to you.

### 2. Payment of Installment

2.1 All payments must be made to MDC's address as set out herein or to an address for the time being approved and/or notified by the MDC in writing whereby any payment made via posting shall be at your risk until the same is received by MDC at the approved address.

2.2 You must repay the facility by monthly installments throughout the agreed tenure, or until the facility and all the profit rates and other monies payable under the Islamic facility have been fully repaid.

2.3 The monthly installments are payable even if you do not withdraw any of monies released to you under the facility or if you do not withdraw any of the monies transmitted to you via the Bank account provided by you for purposes of release of the monies of the facility

2.4 If there are late payment incurred by you, MDC has the rights to contact you via your hand phone, house phone or office phone.

2.5 If you delay in making any of the installment payment(s) or if you are not able to pay the necessary installment(s); MDC has the right to add a guarantor in addition to the Agreement or terminate this contract without obligation to pay any damages to you.

2.6 If the installment amount due is not made by the agreed date, a late payment fee will be levied at 8% p.a. on amount in arrears, calculated from the overdue date till the date of settlement of the arrears amount.

**Late Payment Fee (LPC) :**

In the event that the customer fails to make any payment as specified as per Payment of the Sales Price and Payment Schedule, the Customer shall be liable to pay **late payment charges of 8% per annum** based on the default payment and days defaulted. For the avoidance of doubt, the Seller shall recognise the actual loss to be compensated shall not be more than 1% per annum for default before maturity. The actual loss to be compensated from default payment which exceeded the maturity date shall not be more than the prevailing daily overnight Islamic Interbank rate (IIMM) on the outstanding balance. The difference from total LPC with the recognised amount be distributed to charity.

Note: We reserved the right to take legal action against you if you continuously defaulted your obligation to service your Islamic Financing Facility.

2.7 In amplification and not in derogation of its rights under this terms and conditions, MDC shall have the right, at its sole discretion, to appoint an agent of its choice to collect all and any sums due to MDC from the Customer under this terms and conditions.

**3. Early Settlement**

3.1 You shall provide MDC with thirty (30) days written notice should you intend to settle the outstanding amount due for the facility in full.

**4. Review**

4.1 A periodical review will be conducted by MDC to determine your conduct of account.

**5. Insurance**

5.1 For facility above RM30, 000, you be will required to take up a Takaful insurance policy from our panel of insurance companies

**6. Others**

6.1 The Terms and Conditions shall be governed by the laws of Malaysia.

6.2 Should the Terms and Conditions be translated into a language other than English language, and should the translation herein contain conflicts, discrepancies or variances between the terms and conditions set out in the English Language version of the Terms and Condition and that of the other language(s), the English language version shall prevail.

6.3 MDC will not be responsible for any claims, liability to any actions, claims, loss, damages, costs, charges, and expenses that you may suffer or incur or, sustain or incur arising from you taking the facility.

6.4 You hereby agree to receive promotional SMS, materials, mailers, emails and telemarketing calls from MDC.

6.5 The Terms and Conditions shall be binding upon your respective heirs and personnel representatives, successors in title and assigns.

6.6 Any term, condition, stipulation, provision, covenant or undertaking in the Terms and Conditions which is illegal void prohibited or unenforceable shall be ineffective to the to the extent of such illegality, prohibition or unenforceability shall not invalidate or render illegal, void, or unenforceable any other term, condition, stipulation, provisions, covenant, or undertaking herein contained.

6.7 No amendment of, or addition to, the provisions of the Terms and Conditions shall be binding or effective unless it is in writing signed by all the parties hereto.

**7. Fees and Expenses**

7.1 The Borrower shall pay the stamp duties and fees of Commissioner for Oaths of incurred in connection with the facility.

**Customer Obligation**

The customer is obliged to make monthly installment on a timely basis. The monthly installment is calculated based on the formula below:

$$I = P + (P \times T \times R) / M$$

I = Installment  
P = Financing Amount approved  
T = Financing Tenure (years)  
R = Profit Rate per annum  
M = Financing Tenure (months)

Example: P = RM20,000 T: 2 years R: 18% p.a M: 24 months  
Instalment = RM20,000 + (RM20,000 x 2 x 18% p.a) / 24 months = RM1,134.00

What are other charges do I have to pay?

Handling Fees: RM75.00 to be paid upfront upon application  
Stamping Fees: As stated in the Stamp Duty Act 1949 (Revised 1989)  
Processing Fees: 2% of Financing Amount (Maximum is capped at RM500)

All charges to be deducted from financing amount except handling fees collected upfront.

Cancellation of Facility

You are to pay MDC all cost (if any) for the preparation and registration of securities documents that has been incurred by MDC in connection with the facility including the expenses incurred during the claim process if the facility is cancelled.

**No changes on the facility amount, tenure, installment amount and due date are allowed.**

What if there is any changes to my contact details?

It is important for you to immediately inform MDC of any change in your contact details to ensure that all the correspondence reach you in a timely manner. To update your contact details, you may inform us in writing or visit our office.

What if I need assistance?

If you need any assistance or is having any difficulties in servicing the monthly installments, please contact MDC at earliest possible to discuss the payment options with us.

Our Location:

MD Capital Berhad  
D6-3-2, Bangunan Perdagangan D6, No. 801 Jalan Sentul, 51000 Kuala Lumpur  
GPS coordinate : 3.181234,101.692318  
Office No: 03-2713 5140  
Mobile No: 012-635 9272, 012-3112423 or 012-3114061  
Email: mdgillsb@gmail.com  
www.mdcapitalbhd.com

Operation hours:

Monday to Friday from 10.00am - 4.00pm

If you need further information, you may log on into our website [www.mdcapitalbhd.com](http://www.mdcapitalbhd.com), whatsapp or call us at 012-635 9272 or visit to our office.

**IMPORTANT NOTICE: Legal action may be taken against you if you do not keep up repayments on your Islamic Financing.**

The information on this product disclosure sheet is valid until 31 Dec 2022