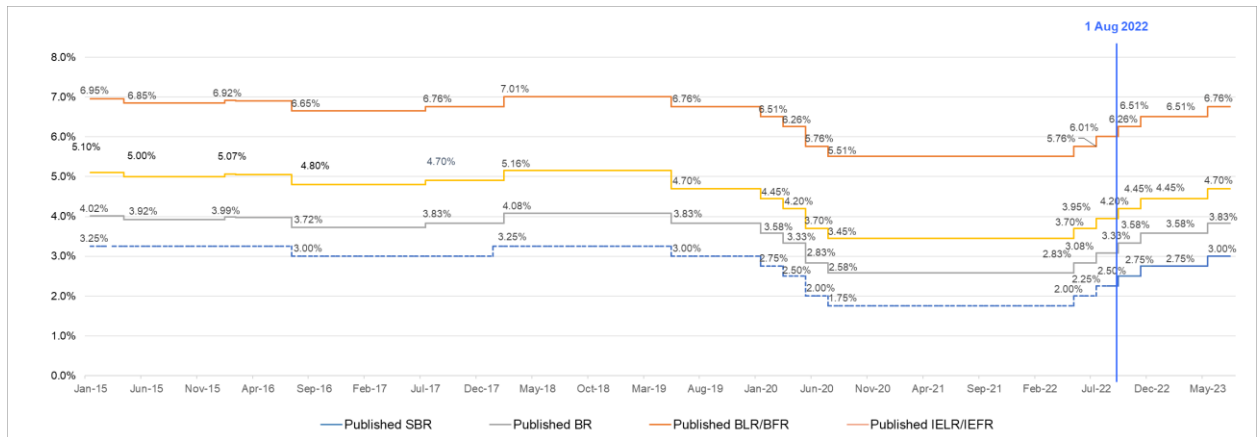




A. Term Loan (TL)

<p>PRODUCT DISCLOSURE SHEET</p> <p>(Please read this Product Disclosure Sheet before you decide to take up this Product. Be sure to also read the terms in the letter of offer. Seek clarification from your institution if you do not understand any part of this document or the general terms)</p>	<p>OCBC Bank (Malaysia) Berhad (“OCBC” or “Bank”)</p> <p>Product : Overseas Property Financing – Australia (“Term Loan”) Date : 10 May 2023</p>										
<p>1. What is this product about?</p> <p>The Overseas Property Financing – Australia (OPF) is a Term Loan denominated in MYR for the purpose of financing the purchase of residential property in Australia (Property) approved by OCBC for investment purposes. The Property shall not be used as a dwelling place. The Term Loan for OPF is for Malaysian resident only and NOT for Australian residents</p>											
<p>2. What do I get from the product?</p> <p><i>Illustration</i></p> <ul style="list-style-type: none"> • Loan Amount: RM 350,000.00 (55% of house price) • Tenure: 30 years <table border="1" data-bbox="491 1122 1177 1330"> <thead> <tr> <th data-bbox="491 1122 815 1196">Subject</th> <th data-bbox="815 1122 1177 1196">SBR* (From 10 May 2023)</th> </tr> </thead> <tbody> <tr> <td data-bbox="491 1196 815 1232">Reference Rate</td> <td data-bbox="815 1196 1177 1232">• SBR* = 3.00% p.a</td> </tr> <tr> <td data-bbox="491 1232 815 1267">Interest Rate</td> <td data-bbox="815 1232 1177 1267">• SBR* + 2.00%** p.a</td> </tr> <tr> <td data-bbox="491 1267 815 1303">Effective Lending Rate</td> <td data-bbox="815 1267 1177 1303">• 5.00% p.a</td> </tr> <tr> <td data-bbox="491 1303 815 1330">Monthly Instalment</td> <td data-bbox="815 1303 1177 1330">• RM 1,879</td> </tr> </tbody> </table> <p>*SBR means the Standardised Base Rate **Spread : Includes credit and liquidity risk premiums, operating costs, and profit margin</p> <p><i>Note: The effective lending rate of 5.00% per annum (p.a.) is calculated as 3.00% + 2.00%** per annum, on the basis that the Standardised Base Rate remains constant at 3.00% per annum throughout the tenure. However, you should note that the Standardised Base Rate fluctuates from time to time, which will in turn affect the effective lending rate accordingly.</i></p>		Subject	SBR* (From 10 May 2023)	Reference Rate	• SBR* = 3.00% p.a	Interest Rate	• SBR* + 2.00%** p.a	Effective Lending Rate	• 5.00% p.a	Monthly Instalment	• RM 1,879
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Monthly Instalment	• RM 1,879										
<p>3. What is the Standardised Base Rate (SBR)?</p> <p>The SBR we offer on this product is based on the benchmark rate specified by Bank Negara Malaysia. The benchmark rate is currently set as the Overnight Policy Rate (OPR). Which reflects the monetary policy stance as decided by the Monetary Policy Committee of Bank Negara Malaysia.</p>											
<p>4. What are the possible scenarios to trigger a change in the SBR?</p> <p>The SBR can rise or fall due to changes in the benchmark rate, i.e. changes in the Overnight Policy Rate (OPR).</p>											

5. Historical SBR for the past 3 years



6. What are my obligations?

Illustration

- Your monthly instalment is **RM 1,879**
 - Total repayment amount (amount borrowed + interest) at the end of 30 years is **RM 676,396**
- Important:** Your monthly instalment and total repayment amount will vary if the SBR changes.

Rate	Today (SBR = 3.00%)	If SBR goes up by 1%	If SBR goes up by 2%
Monthly Instalment	RM 1,879	RM 2,099	RM 2,329
Total interest cost at the end of 30 years	RM 326,396	RM 405,434	RM 488,282
Total repayment amount at the end of 30 years	RM 676,396	RM 755,434	RM 838,282

- As and when the SBR changes resulting in changes to the monthly instalment amount payable by you, Bank will give you no less than 7 calendar days' notice, on the revised monthly instalment amount which you shall pay.
- If you make loan repayment/financing payment via a standing order, you should change the instalment amount whenever there is a change to the SBR.

If your loan tenure extends beyond your retirement age, you may need to prepare funds such as from EPF or savings, to service the loan payments. However, please be reminded that serving the loan beyond your retirement age might reduce your retirement funds and possibly disrupt your retirement plans.

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

NOTE: The list of fees and charges below are payable by you, as the borrower(s) and the property owner(s), to third parties for their services or as required under the laws and regulations. The list is intended for general reference and may not be exhaustive. You should seek advice from the respective professionals for the particulars of the fees and charges.

Property

- **Stamp duties** to the Lembaga Hasil Dalam Negeri (LHDN), for the instruments for purchase and transfer of property to you as property owner(s), at the rates prescribed in the Stamp Act 1949
- **Legal fees** to lawyers for preparation of purchase and transfer documents and related services, at the rates prescribed in the Solicitors Remuneration Order
- **Registration or filing fees, search fees** to land office or high court, as the case may be, at the rates prescribed by the respective authorities and laws
- **Quit rent and assessment** to state and local authorities at the rates prescribed by the respective laws and regulations
- **Maintenance charges** to developer or management corporation for property under strata title, at the rates prescribed by the developer or management corporation or applicable laws and regulations
- **Perfection of transfer** if you purchase the property under master title, then in addition to above, you will need to pay the above fees and charges again upon issuance of the individual or strata title for your property, at such rates as may be prescribed by the respective parties
- **Valuation fees** to valuer to ascertain the value of your property, at the rates prescribed by the Board of Valuers, Appraisers and Estate Agents Malaysia
- **Disbursements** incurred for attending to above matters.
- **Houseowner insurance premiums** to the insurance company, to insure your property from the risks set out in paragraph 10 below, at the premiums determined by the insurance company.

Loan

- **Stamp duties** to LHDN, for loan documents, at the rates prescribed in the Stamp Act 1949
- **Legal fees** to lawyers for preparation of loan documents and related services, at the rates prescribed in the Solicitors Remuneration Order
- **Registration or filing fees, search fees** to land office or high court, as the case may be, at the rates prescribed by the respective authorities and laws
- **Perfection of charge** if you purchase the property under master title, then in addition to above, you will need to pay the above fees and charges again upon issuance of the individual or strata title for your property, at such rates as may be prescribed by the respective parties
- **Disbursements** incurred for attending to above matters

IMPORTANT NOTICE : You need to pay the fees and charges above directly to the respective parties i.e. the lawyers, state and local authorities, developer or management corporation, valuer, etc. If you do not pay the fees and charges above, bank has rights under the loan documents to debit the fees and charges from your loan account and pay the fees and charges to the respective parties, which means that you will pay the loan interest rates on the fees and charges. To avoid incurring such additional interest, you should promptly pay the fees and charges.

Bank's fees and charges

For full list of fees and charges imposed by and payable to our bank, please visit our website <https://www.ocbc.com.my/personal-banking/fees-and-charges.html>

Subject to Government Taxes (if applicable)

Important Note:

- 1) For Australia - You will pay the legal fees (based on the Australia's legal scale fee), stamp duty, and valuation fees (based on the Australia valuer's scale fee);
- 2) For Malaysia – The Facilities Agreement is prepared by the appointed solicitors in Malaysia, you will pay the legal fees, disbursements, stamp duties (as per Malaysia Stamp Act 1949) , fees and charges incurred ;
- 3) You are also required to pay :-
 - i. Cash Equity and Top-Up sum ; and
 - ii. Telegraphic transfer (TT) charges.

8. What if I fail to fulfil my obligations?

Late payment penalty : 1% on the instalment or sums payable

Right to set-off : We have the right with prior notice to set-off any credit balance in your account maintained with us against any outstanding balance in your loan account.

Legal action will be taken if you fail to respond to reminder notices. Your property may be foreclosed and you will have to bear all costs. You are also responsible to settle any shortfall in payment after your property is sold.

Legal action against you may affect your credit rating leading to credit being more difficult or expensive to you.

9. What if I fully settle the loan before its maturity?

i. No lock-in period

No penalty charged on early settlement.

ii. With lock-in period

If any of the Facilities are fully redeemed/ settled within the holding period, you will pay the Bank an early termination fee. The early termination fee is calculated at [2%] of the Facilities limit which is the estimated of costs already incurred and/or to be incurred by the Bank as a direct result of your early termination. The early termination fee shall be part of the redemption or settlement sums payable by you to the Bank. Holding period is [] years commencing from the date of first disbursement of the Facilities.

10. Do I need any insurance/takaful coverage?

Mortgage Reducing Term Assurance (MRTA) - Optional

Fire Insurance is required on the property to be charged and customer has the option to take it from our non-panel insurer.

Note: OCBC will not purchase any fire insurance on behalf of the customer without the consent of the customer.

If you do not insure the property charged to OCBC, OCBC shall be entitled, but not obliged to insure the property on your behalf by relying on your consent contained in Letter of Offer together with the terms and conditions duly accepted and signed by you. OCBC shall be entitled, but not obliged to debit your account for the premiums with prior notice to you. Therefore, if you have insured the property charged to OCBC, you should deliver the insurance policy and the receipts for the premium payment to OCBC within [] days from [] The insurance policy should be issued by an insurer acceptable to OCBC, against all risks and for full value or replacement costs or such other higher sums as OCBC may require, and OCBC shall be endorsed as the chargee and loss payee against the risks insured. If you have insured the property to OCBC's satisfaction, OCBC will not insure the property on your behalf.

11. Do I need a guarantor or collateral?

In addition to a charge over the property, OCBC may require the Term Loan to be guaranteed by one or more guarantor(s), depending on the circumstances.

Rights and obligations of a guarantor under a letter of guarantee in favour of OCBC
Obligations

- (1) A guarantor's liability is up to the amount stated in the Schedule to the guarantee plus interest on the amount.
- (2) A guarantor is not released from liability by any of the following events:
 - (a) any increase, extension, restructuring or other variations to the loans or facilities between the bank and the borrower(s); or
 - (b) any compromise or indulgence or extension of time given to the borrower(s); or
 - (c) the Bank never demands for payment from the borrower(s), or realize the collaterals given for the debts and liabilities; or
 - (d) the Bank has discharged or released the borrower(s) or any collaterals.
- (3) The full extent of the guarantor's liability is found in the terms of the letter of guarantee.

Rights

- (1) A guarantor should seek his/her own independent legal advice before signing a guarantee.
- (2) A guarantor who has fully settled the borrower(s)' debts and liabilities with the Bank may:
 - (a) claim from the borrower(s) for the payment he made to the Bank; and/or
 - (b) if applicable, claim from the co-guarantor(s) for a portion of the payment made to the Bank; and/or
 - (c) If the Bank holds any collaterals for the loan, he will take over the collaterals and can enforce the collaterals for the loan.

The above rights are only available to the guarantor if he has fully settled the borrower's debts and liabilities.

- (3) A guarantor is entitled to information on the amount payable under the guarantee.

12. Is there anything else that I should be aware of about the product?

- a) This product is not suitable for customer with domestic ringgit borrowing and without own source of foreign currency funds. Refer to OCBC's Letter of Offer and Main Terms and Conditions.
- b) The Term Loan denominated in MYR will be converted into foreign currency to finance the purchase of residential property in Australia. This is an investment funded through the conversion of MYR and you including sole proprietor or general partnership are required to comply with "Notice 3: Investment in Foreign Currency Asset". The Notice 3: Investment in Foreign Currency Asset rules state as follows:
 - i. No limit on the investment amount if you including sole proprietor or general partnership have no domestic ringgit borrowing;
 - ii. If you including sole proprietor or general partnership have domestic ringgit borrowing, then you including sole proprietor or general partnership are only allowed to undertake an investment abroad up to RM1 million equivalent in aggregate per calendar year using foreign currency funds sourced from conversion of MYR.
- c) if you including sole proprietor or general partnership have **Domestic Ringgit borrowing** and your total **Investments Abroad** (as defined under the Foreign Exchange Policy Rules , Notice 3: Investment in Foreign Currency Asset ("Notice 3")) exceeds the permitted limit of RM1million (or such other limit as prescribed by BNM) per calendar year, Bank Negara Malaysia (BNM) will **NOT** grant you approval under Notice 3 to purchase the property for investment purpose; **Domestic Ringgit borrowing** excludes the following facilities:
 - one housing loan obtained from resident (eg banks incorporated in Malaysia, Government or state government);
 - one vehicle loan obtained from resident: and
 - credit card and charge card obtained from resident.

If you include sole proprietor or general partnership have more than one housing loan or vehicle loan, you are deemed to have domestic Ringgit borrowing.
- (d) The Term Loan amount in MYR equivalent of AUD converted at the Exchange Rate at point of loan application shall not exceed the Margin of Advance set out in the Letter of Offer.
- (e) You are required to pay the vendor or developer the difference between the Purchase Price and the AUD equivalent of the Term Loan amount as follows: -
 - a. the Deposit in AUD;

- b. a cash amount in AUD (“Cash Equity”) based on the percentage of the Purchase Price of the Property as set out in the Letter of Offer;
 - c. a cash amount in AUD (“the top-up sum”), being the difference (if any) between the balance Purchase Price (after deducting the Deposit and the Cash Equity) and the AUD equivalent of the Term Loan amount. If the AUD equivalent of the Term Loan amount exceeds the balance Purchase Price, the excess will be cancelled without any cancellation fees imposed on you.
- (f) The Term Loan amount, together with the Cash Equity and the top-up sum, if any (if the Cash Equity and the top-up sum is debited from your account with our Bank) shall be disbursed in one tranche on or before the completion date of the purchase of the Property provided all conditions precedent for the disbursement of the Term Loan have been fulfilled.
- (g) The AUD equivalent of the Term Loan Shall Be credited into your Investment Foreign Currency Account (IFCA) maintained with the Bank for remittance to the overseas solicitors or developer or vendor.
- (h) The Term Loan amount, together with MYR equivalent of the Cash Equity and the top-up sum, if converted from MYR to AUD during the same calendar year must not exceed the permitted limit of RM 1 million (or such other limit as prescribed by BNM) per calendar year.

There are 2 scenarios requiring top-up (“**Top-up Amount**”):

- Top-up due to unfavourable currency fluctuation against MYR thereby reducing the AUD equivalent of the Term Loan amount; and
- Top-up as Margin of Advance of the Term Loan is only 70% of the property value, you would have to top-up the difference between the OPF Facility and the purchase price of the property

You including sole proprietor or general partnership will breach Notice 3 if the Top-up Amount together with the Term Loan amount, converted from MYR to AUD during the same calendar year at the time of the loan drawdown (for payment of the balance purchase price of your property) exceeded the permitted limit of RM 1million (or such other limit as prescribed by BNM) per calendar year. Refer to OCBC’s Letter of Offer and Main Terms and Conditions.

- (i) You shall obtain our prior written consent in the event you wish to rent/let the Property to tenants. Our consent may be granted subject to the following conditions: -
- i. each tenancy shall be granted for a short term (maximum of 2 years) only;
 - ii. you are not permitted to provide any security of tenure to any tenant;
 - iii. you are not permitted to accept any pre-paid rents from any tenant;
 - iv. the rents payable under the tenancy shall be at the prevailing market rate; and
 - v. such other terms and conditions as we may, from time to time, impose.
- (j) OCBC shall be entitled at any time to require that a valuation be undertaken over the Property. All costs and expenses incurred shall be borne by you. OCBC reserves the right to withhold the disbursement of the Term Loan until receipt of the valuation report addressed to OCBC from an independent valuer acceptable to OCBC stating that the value of the Property is not less than the amount set out in the Letter of Offer.

Note: It is not the responsibility of OCBC to know the completion/settlement date of your property. It is important for you to immediately forward to the Malaysia solicitors and OCBC a copy of the Notice of Completion/Settlement upon receipt from the developer in order to avoid any delay in loan disbursement.

13. What are the major risks?

As we are dealing with foreign properties, it is inevitable that we are exposed to the exchange rates movements. As such, if the exchange rate moves in favour of AUD when OCBC drawdown, you are required to top-up the shortfall amount. But if the exchange rate moves in favour of MYR, the excess Term Loan amount will be cancelled. Please refer to Appendix A

In the event that the Australia property value depreciates due to the exchange rate fluctuation and / or drop in the valuation of the Property, OCBC reserves the right by giving notice to you, to reduce the Term Loan amount or require additional security or to make repayments on the Term Loan, so

as to maintain the Margin of Advance. You may opt to “manage” the foreign exchange (FX) fluctuation yourself during the construction period of your property via OCBC FX Management scheme, you may take advantage of the favourable FX rate at any time prior to disbursement of the Term Loan by converting and depositing AUD into your OCBC Investment Foreign Currency Account (IFCA). Upon receipt of the Notice of Completion/Settlement from the developer on or before the completion date of the purchase of the property and if AUD strengthens against MYR at disbursement stage, you may elect to utilize your funds in AUD (equivalent to the Term Loan amount in MYR) in your IFCA maintained with the Bank to pay the developer.

After the successful debiting of the AUD from your IFCA, the Bank will reimburse you the Term Loan amount in MYR by crediting into your savings/current account maintained with the Bank provided that all conditions precedent for the disbursement of the Term Loan have been fulfilled. Please refer to Appendix B for OCBC FX Management scheme.

For packages with combination of fixed rates and variable rates, the interest rate will be fixed during the fixed period tier and for subsequent years, the interest rate may change according to the changes in the reference rates.

The monthly instalment may be higher than the amount stated in the Letter of Offer if the SBR and/or the margin of interest increase during the tenure of the Term Loan. If the SBR and/or the margin of interest is/are revised, you shall pay such increased or reduced monthly instalments based on the new Prescribed Rate with effect from such date(s) as OCBC shall inform you.

If you have problems meeting your loan obligations, please contact us early to discuss repayment alternatives.

14. Where can I get assistance and redress?

- If you have difficulties in making repayments, you should contact us earliest possible to discuss repayment alternatives. You may contact us at:

OCBC Bank (Malaysia) Berhad

Menara OCBC
18 Jalan Tun Perak
50050 Kuala Lumpur
Malaysia

For enquiries , please contact us at : 03-8317 5000

- 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 counseling, financial education and debt restructuring for individuals. You can contact AKPK at :

Tingkat 8, Maju Junction Mall
1001, Jalan Sultan Ismail
50250 Kuala Lumpur
Tel : 03-2616 7766
E-mail : enquiry@akpk.org.my

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

Customer Assurance Unit

OCBC Bank – Service Transformation
Menara OCBC
No. 18 Jalan Tun Perak

50050 Kuala Lumpur

Or email to myexperience@ocbc.com

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

Bank Negara Malaysia
P.O.Box 10922
50929

Tel: 1-300-88-5465 (1-300-88-LINK)

Overseas: 603-2174-1717

Operating Hours: 9.00 a.m. – 5.00 p.m. (Monday – Friday except public holiday)

Web form: telelink.bnm.gov.my

15. Letter of Offer and Loan Documentation

You are required to accept the Letter of Offer within 2 weeks from the date of the Letter of Offer.

The solicitors will contact you within 2 weeks from your acceptance of the offer to execute the relevant security documents (if applicable). Any delay in your accepting the Letter of Offer or executing the security documents may result in delay in loan disbursement. The Bank will not be liable for any late charges imposed by the developer/vendor for delay in loan disbursement.

If you do not hear from the solicitors, please contact them or us. Likewise, if we or the solicitors do not hear from you within 2 weeks from your acceptance of the offer, we will deem that you have chosen not to proceed with the loan

Please refer to Appendix A (attached) for a list of the basic security documents which must be completed by our loan documentation lawyer and executed by the relevant parties, before delivering to us. This list is for general guidance only and not exhaustive. Additional documents may be required to be prepared and submitted depending on the circumstances.

You may liaise with your appointed Malaysia solicitor as set out in the Letter of Offer and the Bank's Letter of Instruction to the solicitor for the status of your loan and security documentation.

16. Valuation Requirements

The Term Loan is subject to a full valuation of the internal and external of the property, if required.

17. What must I 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. To update us on your latest contact information, please call our OCBC Contact Centre at 03-8317 5000.

Please quote your loan account number when request for the change of your contact details

18. Where can I get further information?

"The POWER! Programme is a programme conducted by AKPK which aims to empower young and first-time borrowers with the knowledge to effectively manage their finances. To enrol, please call 1800-88-2575 or visit www.akpk.gov.my for more information."

19. Other housing loan packages available

- LVS (Legal, Valuation and Stamping Fees) financing.

20. Appointment of solicitors

The appointment of solicitors to perfect the loan and security documentations (including advising disbursement of the Term Loan) must be from the list of approved panel solicitors provided in the attached Appendix A as amended or supplemented from time to time;

IMPORTANT NOTE: YOUR PROPERTY MAY BE FORECLOSED IF YOU DO NOT KEEP UP WITH YOUR REPAYMENTS ON YOUR TERM LOAN.

This information provided in this disclosure sheet is valid from 10 May 2023

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