

TERMS AND CONDITIONS RELATING TO FOREIGN REMITTANCE

1. Definitions:
 - (a) "The Bank" means MUFG Bank, Ltd., Singapore Branch;
 - (b) "Correspondent Bank" means any office(s) or branch(es) of any bank (including those of MUFG Bank, Ltd., other than the office or branch of the Bank to which the application for this remittance was submitted and which accepted the same) and their agents used in the performance of this remittance; and
 - (c) "Agent Bank" Includes sub-agent and employee of the Bank and/or the Correspondent Bank.
2. The choice of the Correspondent Bank and the route of this remittance and the method thereof including mail, telex, cable and swift shall be at the Bank's absolute discretion.
3. The Bank reserves the right to refuse to accept any application for foreign remittance without assigning any reason.
4. We agree to be responsible for and to pay the Bank's charges, the charges of the Correspondent Bank and all costs and expenses incurred by the Bank and/or the Correspondent Bank in respect of this remittance or any refund thereof or any matter relating thereto whether such charges, costs and expenses are incurred before or after this remittance is completed. If the parties to bear charges of the Bank or the Agent Bank are not indicated, the Bank's charges will be borne by us and the Agent Bank's charges will be borne by the beneficiary.
5. The Bank and the Correspondent Bank shall not be responsible for non-performance or loss or damage whatsoever by reason of, resulting from or otherwise in connection with, any of the following circumstances (but not limited to):
 - (a) any error, delay, default, omission or act of any Correspondent Bank including the payment by any Correspondent Bank to the beneficiary in a currency other than that specified by us;
 - (b) any error, delay, omission, mutilation or default in transmission or receipt of any communication;
 - (c) any law, decree, regulation, control or act of any public authority or domestic or foreign government, or any agency thereof and any observance of any custom, practice or procedure by the Correspondent Bank in effecting this remittance;
 - (d) any error, delay, failure or default in notifying the beneficiary of the availability of this remittance or of any message accompanying the same;
 - (e) any failure of any clearing, settlement or payment system or any other causes whatsoever;
 - (f) any fluctuation in currency exchange rates between the time of my/our application for this remittance, any diminution in the value of the transferred funds due to taxes or depreciation or the unavailability of such funds due to restrictions on convertibility, requisitions, involuntary transfers, distraints of any character, exercise of governmental or military powers, wars, strikes or other causes beyond the control of the Bank and/or the Correspondent Bank;
 - (g) any matter relating to EMU (European Economic and Monetary Union) which restricts, or has the effect of restricting, the availability, credit or transfers of the Euro or otherwise makes it impossible or impracticable for the Bank to perform its obligations in respect of Euro funds (in which case the Bank will have no obligation to pay or remit the funds, whether by way of draft or by any other means in the relevant currency or any other currency); and
 - (h) any refund or repurchase of the amount of the draft or the transferred funds which may be made by the Bank.
6. Subject to such laws as may be applicable, the Bank may, at its absolute discretion and on such terms as it may stipulate, refund or repurchase the amount of the draft or the transferred funds, provided that the Bank shall have received from the Correspondent Bank confirmation of the effective cancellation of this remittance and any funds or credit provided by the Bank for payment of this remittance shall have been made freely available to the Bank. The Bank may make such refund or repurchase at the Bank's buying rate for the relevant currency on the date of refund or repurchase or in the currency of this remittance as determined by the Bank at its absolute discretion.
7. We acknowledge that payment of any transferred funds is subject to the rules and regulations of the country where the payment is to be made. In view of the prevalence of exchange restrictions in some countries, the liability of the Bank with respect to payment of the transferred funds shall not exceed in any case the extent to which payment is allowed in the currency in which the transferred funds are to be sent under any government or other restrictions existing in the place of payment or principal financial centre of the relevant currency or in the case of Euro, the European Union or any of its member countries, at the time of the payment instructions which are received or are to be carried out.
8. The Bank may collect, use, disclose and/or process personal data (as defined under the Personal Data Protection Act 2012) in connection with the terms and conditions for one or more of the following purposes (to the extent applicable), which we hereby acknowledge and agree to:
 - (a) processing our application with the Bank for any products, facilities and/or services offered pursuant to the terms and conditions or any other agreements from time to time;
 - (b) facilitating, processing, dealing with, administering, managing and/or maintaining our relationship with the Bank, performance of the terms and conditions or any other agreements from time to time and enforcing the Bank's rights and obligations thereunder;
 - (c) carrying out our instructions or responding to any enquiry given by (or purported to be given by) us or on our behalf;
 - (d) communicating with our representatives via phone/voice call, text message, fax message, email and/or postal mail for the purposes of administering and/or managing the relationship between the Bank and us, such as but not limited to processing transactions or administering services or products;
 - (e) performing verification of financial standing through credit reference checks;
 - (f) managing the Bank's infrastructure and business operations and/or to carry out or perform administrative, operational and technology tasks (including technology infrastructure maintenance and support, application maintenance and support, risk management, systems development and testing), and business continuity management as well as complying with policies and procedures including those related to auditing, finance and accounting, billing and collections;
 - (g) detecting, preventing and investigating any fraud, bribery, corruption or any act or omission which constitutes violation of any law, carrying out due diligence or other screening activities as required by law or regulations or the Bank's risk management procedures in order to meet the Bank's compliance obligations;
 - (h) complying with any applicable law, governmental or regulatory requirements including meeting the requirements of any guidelines by regulatory authorities (in Singapore or elsewhere), requests or order by any governmental authorities, public agencies, ministries, statutory bodies including but not limited to defending and/or enforcing the Bank's rights and remedies under the law;
 - (i) conducting research, analysis and development activities (including but not limited to data analytics, surveys and/or profiling) to improve the Bank's products, services and facilities; and
 - (j) storing, hosting, backing up (whether for disaster recovery or otherwise) personal data, whether within or outside Singapore, (collectively, the "Purposes").

The personal data may be collected from sources other than us, and the Bank may thereafter use, disclose and/process such personal data for one or more of the above Purposes. The Bank may disclose the personal data to third parties (located within or outside Singapore) for such third parties to process such personal data for one or more of the above Purposes. Without limiting the generality of the foregoing, such third parties may include: (i) the Bank's parent company, head office, branches, subsidiaries, associated or affiliated organisations, or related corporations; any of the Bank's agents, contractors or third party service providers that may/will collect and/or process our personal data on the Bank's behalf for one or more of the Purposes including but not limited to those who provide administrative or other services to the Bank such as mailing houses, telecommunication companies, information technology companies and data centres, disaster recovery service providers, storage providers and professional advisers; and to any parties pursuant to any law or regulation or court order and any law enforcement agencies or any other regulatory authorities (in Singapore or elsewhere).

By providing to the Bank any personal data related to a third party individual (e.g. information of our guarantors, officers or beneficial owners) to the Bank, we represent and warrant that we are and will be validly acting on behalf of and have the authority of all such third party individuals in providing or to provide his/her personal data to the Bank for the Purposes and for the Bank to disclose the same to third parties as described above, and that the valid consent of that third party has been obtained for the Bank to collect, use and disclose his/her personal data for the Purposes listed above and for the Bank to disclose his/her personal data to third parties as described above.

If we, at any time, have any queries on this policy or any other queries in relation to how the Bank may manage, protect and/or process such personal data, we may contact the Bank's Data Protection Officer at Personal_Data_Protection@sg.mufg.jp.

9. We authorise the Bank and its officers or agents to disclose any information in connection us, our accounts or any financial products/services or proposed financial products/services, whether or not pursuant to any court order or as allowed by any regulation or law (including the Banking Act, Chapter 19 of Singapore), as the Bank deems fit, to (i) its parent company, head or home office, branches, subsidiaries, affiliates and associated/related corporations (wherever situated) as the Bank shall consider appropriate for any such commercial, banking, administrative, funding or business purposes as the Bank deems fit; (ii) any service provider (in Singapore or elsewhere) where required for outsourcing operational, storage, maintenance, administrative and/or other functions of the Bank; (iii) any person to (or through) whom the Bank transfers or assigns (or may potentially transfer or assign) all or any of its rights, benefits and obligations hereunder, or with (or through) whom the Bank enters into (or may potentially enter into) any sub-participation or the like in relation to, or any other transaction under which payments are to be made or received by reference to the terms and conditions; (iv) any person to the extent required by regulation or law (including the Banking Act, Chapter 19 of Singapore); (v) any governmental or regulatory authority or agency if so requested by it in connection with applicable oversight functions of such authority or agency or if otherwise required by law; and (vi) any auditors or other professional advisers to the Bank, in each case provided always that where any such disclosure of personal data to which Parts III to VI of the Personal Data Protection Act 2012 applies, the Bank shall so disclose only for the Purposes listed above.
10. If we prepare data for a remittance ("Remittance Data") and upload the Remittance Data onto the Bank's cash management service system ("CMS Singapore"), the following provisions shall apply:
 - (a) we shall prepare the Remittance Data and upload the Remittance Data onto CMS Singapore at our own risk and responsibility and the Bank shall not be liable therefor;
 - (b) we agree that, in the event we approve the Remittance Data on a CMS Singapore screen, we shall be deemed to have authorised any Remittance Data which is not displayed on the CMS Singapore screen;
 - (c) we acknowledge that if the Remittance Data does not satisfy all conditions set forth by the Bank, then this remittance may be executed at the Bank's absolute discretion; and
 - (d) the Bank shall rely on the data contained in the Remittance Data and the Bank shall not be liable to us for any loss or damages directly or indirectly resulting therefrom, except in the case of gross negligence or wilful misconduct of the Bank.
11. The Bank reserves the right from time to time and without notice to impose further terms and conditions and/or to vary, add, alter and modify any of the terms and conditions herein contained.
12. If any term and/or condition herein contained or any part thereof shall be adjudged invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provision shall not in any way be affected.
13. The terms and conditions herein contained are subject to the laws of Singapore and we hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore and consent to the service of process (whether personal or otherwise) by prepaid post (ordinary or registered) to my/our last known address in the Bank's records, which service shall be deemed to be received by us on the day following such posting despite any evidence to the contrary.
14. Unless a contrary indication appears, notwithstanding the provisions of the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore, no term of the application for this remittance is enforceable by a person who is not a party hereto.