



**MUFG Bank (Malaysia) Berhad**  
199401016638 (302316-U)  
Level 22, 23 & 24, Menara 1, Plaza Conlay  
Lot 301, Jalan Conlay  
50450 Kuala Lumpur  
General P. O..Box 10959  
50931 Kuala Lumpur  
General Line: 603-2034-8000  
603-2034 8008  
SST Reg. No: W10-2002-32000083

## **INTRODUCING THE SANCTIONS CLAUSE INITIATIVE: ENHANCING OUR TRADITIONAL TRADE INSTRUMENTS FOR BOTH CONVENTIONAL AND ISLAMIC PRODUCTS**

### **IMPORTANT NOTICE**

**Dear Esteemed Customers,**

We have some exciting news to share!

MUFG Ltd has launched an initiative designed to strengthen and enhance our risk management practices for traditional trade instruments. We are launching an initiative to introduce standard sanctions clause (as set out below) into our traditional trade instruments, such clause will be incorporated into the Bank Guarantee, the Standby Letter of Credit, the Letter of Credit, the Bank Guarantee-i, the Standby Letter of Credit-i and the Letter of Credit-i. This initiative is applicable to both Conventional and Islamic products.

MUFG Bank (Malaysia) Berhad is committed to implementing this initiative and will adopt this initiative effective from 30th of April 2024. In view of the above, we wish to inform you the standard sanctions clause to be included in all the traditional trade instruments is as follows: -

#### **Standard Sanctions Clause**

“ALL PARTIES ARE ADVISED THAT THERE ARE OR MAY BE SANCTIONS IMPOSED BY JAPAN, UNITED STATES OF AMERICA, UNITED NATIONS, MALAYSIA AND/OR ANY OTHER RELEVANT JURISDICTION WHOSE SANCTIONS AFFECT THE BANK OR ITS CORRESPONDENT BANK OR IS APPLICABLE TO ANY TRANSACTION UNDERLYING AND/OR IN CONNECTION WITH THE [LETTER OF CREDIT / STANDBY LETTER OF CREDIT / BANK GUARANTEE / LETTER OF CREDIT-i / BANK GUARANTEE-i / STANDBY LETTER OF CREDIT-i] (THE "RELEVANT SANCTIONS"). THE BANK MAY BE UNABLE TO PROCESS OR HONOR A TRANSACTION THAT INVOLVES A BREACH OF ANY RELEVANT SANCTION. ACCORDINGLY, THE BANK SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES OR EXPENSES (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL) ARISING FROM OR INCURRED AS A RESULT OF (I) THE NON-PERFORMANCE OR DELAY IN PERFORMANCE OF ITS OBLIGATIONS IN RESPECT OF [LETTER OF CREDIT / STANDBY LETTER OF CREDIT / BANK GUARANTEE / LETTER OF CREDIT-i / BANK GUARANTEE-i / STANDBY LETTER OF CREDIT-i] AND/OR RELATED TRANSACTION WHICH THE BANK REASONABLY DETERMINES WILL, OR WOULD BE REASONABLY LIKELY TO CONTRAVENE OR BREACH ANY RELEVANT SANCTION, (II) THE DISCLOSURE OF INFORMATION REQUIRED BY THE AUTHORITIES IN THE FOREGOING JURISDICTIONS, AND (III) THE APPLICATION OF ANY RELEVANT SANCTION TO ANY TRANSACTION UNDERLYING AND/OR IN CONNECTION WITH THE [LETTER OF CREDIT / STANDBY LETTER OF CREDIT / BANK GUARANTEE / LETTER OF CREDIT-i / BANK GUARANTEE-i / STANDBY LETTER OF CREDIT-i]”.



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Should you have any queries regarding the standard sanctions clause above, please do not hesitate to contact your Relationship Manager or Transaction Banking Sales at 03-2034 6230, we would be pleased to assist. However, we encourage you to seek your own independent legal advice to review the standard sanctions clause.

***This is computer generated, no signature required.***