

CONDITIONS RELATING TO APPLICATION FOR FOREIGN REMITTANCE

1. Definition:

“The Bank” means MUFG Bank (Malaysia) Berhad.

“Bank(s) Concerned” means any office(s) or branch(es) of any bank (including those of MUFG Bank (Malaysia) Berhad 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.

“Agent(s)” includes sub-agent(s) and employee(s).
2. The choice of Bank(s) Concerned 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. I/We agree to be responsible for and to pay the Bank’s charges, the charges of the Bank(s) Concerned and all costs and expenses incurred by the Bank and/or the Bank(s) Concerned 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.
4. I/We agree that the Bank shall not be responsible for non-performance or loss or damage whatsoever and shall indemnify the Bank against all losses, claims, demands, proceedings, costs, expenses and other liabilities whatsoever and whensoever which the Bank may incur by reason of or resulting from:-
 - (a) any error, delay, default, omission or act of any Bank(s) Concerned including the payment by any Bank(s) Concerned to the Beneficiary in a currency other than that specified by me /us.
 - (b) any error, delay, omission, mutilation or default in transmission or receipt of any communication.
 - (c) any Acts of God, force majeure or any cause whatsoever beyond the control of the Bank or the Bank(s) Concerned.
 - (d) any law, decree, regulation, control or act or any public authority or domestic or foreign government, de jure or de facto, or any agency thereof, whether rightfully or wrongfully exercised and any observance of any custom, practice or procedure by the Bank(s) Concerned in carrying out this remittance.
 - (e) any error, delay, failure or default in notifying the Beneficiary of the availability of this remittance or of any message accompanying the same.
 - (f) any fluctuation in currency exchange rates between the time of my/our application for this remittance and any refund or repurchase of the amount of the draft or the transferred funds which may be made by the Bank.
5. Where settlement is by house cheque or by debit instruction of an account maintained with the Bank, we may need to confirm the authenticity of this application with the drawer of the cheque or account holder before effecting the remittance.
6. In relation to the remittance, there may occur an event relating to specific laws, sanctions, orders, directives and regulations imposed and enforced against certain jurisdictions, individuals or entities by the United Nations, Japan, the United States of America, the European Union, Malaysia or other governmental authorities, whereby the Bank and/or any other parties may be unable to proceed with the remittance which may involve a breach of these laws, sanctions, orders, directives and regulations. I/We further acknowledge and consent that the Bank may be required, and may take any action to meet its obligations relating to or in connection with such laws, sanction, order, directives and regulations. Such action may include, but is not limited to: (1) screening, intercepting and investigating any instruction, communication, drawdown request, application for any accounts, products and/or services, or any payment sent to or by me/us, or on my/our behalf, (2) investigating the source of or intended recipient of funds (3) combining my/our with other related information in the possession of the Bank, and/or (4) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming my/our identity and status. In this regard, I/we agree that the Bank is not liable or responsible for any liability, loss, damages, costs, charges and/or expenses arising out of or in relation to the occurrence of such an event and/or delay arising therefrom or not proceeding with the remittance.
7. 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 Bank(s) Concerned 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 take 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.
8. I/We consent and authorise the Bank to collect, process, disclose, transfer, maintain, store and retain my/our personal data to other entities within the MUFG Group (as defined below) including its branches in Malaysia and in other countries as

well as local and overseas affiliates and other external parties, including but not limited to the parties/bodies listed in item 8(a) below:-

- (a) I/We also consent and agree to the Bank conducting credit checks and verification of information given by me/us in my/our application for this remittance or services with any credit bureaus or corporation set up for the purpose of collecting and providing credit or other information. I/We also consent to the Bank's disclosure of my/our financial conditions, details of accounts, account relationship with the Bank including credit balances to:-
 - i. Government or regulatory authorities in Malaysia and elsewhere, including Bank Negara Malaysia, Credit Bureau, Central Credit Reference Information System (CCRIS), Cagamas Berhad, Credit Guarantee Corporation Malaysia Berhad;
 - ii. Companies which are related to the Bank by virtue of Section 7 of the Companies Act 2016, or any associated company of the Bank or of its parent company (the Bank together with its holding company, its holding company's subsidiaries, affiliates, and other related/ associated companies are collectively referred to as "MUFG Group");
 - iii. Party(ies) providing services (including outsourcing vendors, nominee, custodians, centralised securities depository or registrar, debt collection agents) to the Bank;
 - iv. The Bank's agents, consultants and professional advisers;
 - v. The Bank's or any of the MUFG Group's assignees;
 - vi. The police or any investigating officer conducting any investigation; and
 - vii. Any person to whom disclosure is permitted or required by law, regulation, governmental directive or request.
 - (b) The Bank may, subject to compliance with the applicable regulatory rules or guidelines, use or apply any information relating to me/us collected, compiled, or obtained by the Bank through or by whatever means and methods for such purposes as determined by the Bank.
 - (c) Subject to my/our express consent, I/we hereby agree that the Bank's employees, independent contractors, representatives and/or agents to contact me/us from time to time through personal visits or oral communication effected by any means of communication including but not limited to telephone calls regarding any products or services promotion unless objected to in writing by me/us.
 - (d) I/We also declare that all personal information and data set forth herein is/are all true, up-to-date and accurate and should there be any changes to any personal information or data set forth herein, I/we shall notify the Bank immediately.
9. In order to comply with local or foreign law, regulations, voluntary codes, directives, judgments or court orders, agreements between any member of the MUFG Group and any authority, regulator, or enforcement agency, policies (including our policies), good practice, government sanctions or embargoes, reporting requirements under financial transactions legislation and demands or requests of any authority, regulator, tribunal, enforcement agency, exchange body, I/we agree that the Bank may report suspicious transactions or potential breaches of sanctions to an authority in any jurisdiction to which the Bank may need or decide to disclose. Transactions impacted include those that may:
- (a) involve the provision of finance to any person involved or suspected of involvement in terrorism or any terrorist act;
 - (b) be relevant to investigation of an actual or attempted evasion of tax law, investigation of or prosecution of a person for an offence against any applicable law; or
 - (c) involve persons or entities which may be the subject of sanctions.
10. The Bank reserves the right from time to time and without notice to impose further terms and conditions herein contained.
11. These Terms and Conditions shall be subject to, governed by and construed in accordance with laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia and other relevant regulatory bodies to which the Bank is subject. The Bank may commence proceedings against me/us in Malaysia or elsewhere, irrespective of my/our place of residence or business.
12. If there are any discrepancies between the English text of these Terms and Conditions and the Malay or Japanese translation thereof, the English text shall prevail.