

# PRODUCT DISCLOSURE SHEET

Please read this Product Disclosure Sheet before you decide to take up the Letter of Credit Advising. Be sure to also read the specific terms and conditions set out in the relevant Letter of Offer. You may seek clarification from MUFG Bank (Malaysia) Berhad if you do not understand any part of this Product Disclosure Sheet or the general terms stated herein.

### LETTER OF CREDIT ADVISING

# 1. What is this product about?

Letter of Credit Advising (LA) is a service offered by MUFG Bank (Malaysia) Berhad ("the Bank"), facilitating the advising of a Letter of Credit issued in your favour by its correspondent banks (Letter of Credit Issuing Bank), located locally or abroad. The Bank acts as an intermediary i.e. Advising Bank, whose primary role is to authenticate the said Letter of Credit upon receipt from their correspondent bank prior to advising the instrument to you, without any further engagement on its part.

## 2. What are the main features of this product?

- The Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits, Publication 600 (UCP 600).
- The Bank will ensure that the Letter of Credit received by you is a genuine instrument.
- You may also request the Bank to add its confirmation to the Letter of Credit, if so desired and authorised by the instrument. A confirmed Letter of Credit entails the Bank's undertaking (Confirming Bank) to honour a presentation from beneficiary which is in compliance to the Letter of Credit, on top of the Issuing Bank's undertaking. This usually arises due to concern on sovereign risk and/or Issuing Bank payment risks. Notwithstanding the foregoing, the Bank is under no obligation to confirm any Letter of Credit, unless it is agreeable to do so and upon payment of its confirmation fees.

## 3. How do I apply for this product?

You do not need to have any prior approved facility with the Bank to enjoy this service. However, you will need to advise your Buyer to request their Banker (i.e. the Letter of Credit Issuing Bank) to send the Letter of Credit to the Bank (SWIFT: BOTKMYKX).

## 4. What are my obligations?

You are required to examine the terms and conditions stipulated in the Letter of Credit upon receipt from the Bank to ensure that it is reflective of the terms of your underlying commercial contract with the Buyer and that you are able to fulfil its requirements accordingly.

# 6. What if I fail to fulfil my obligations?

If you fail to comply with the Letter of Credit terms and conditions, you will lose the payment undertaking from the Letter of Credit Issuing Bank and the Confirming Bank, if any.

### 7. What are the major risks?

- Although a Letter of Credit entails the payment undertaking of the Issuing Bank, such bank may not be known to you and the country in which the bank resides may also be a concern e.g. political or foreign exchange risks.
- Letter of Credit is a conditional payment undertaking, you need to ensure all its terms and conditions are duly complied with when you draw against the instrument.

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

Advising Fee	MYR50.00 + courier charges (For Customer)
	MYR100.00 + courier charges (For Non-Customer)
Other Charges	Please refer to the relevant Letter of Offer and the Bank's Corporate website at
_	https://www.bk.mufg.jp/malaysia/index.html for details

Note: The Bank may revise the commission, interest rate, fee and charges from time to time at its absolute discretion. The opening commission and relevant commission on Usance LC are a form of product pricing with components of credit risk, cost of funds and operating expenses included in its computation. As such, the rate indicated act as a general guidance but can be charged at the discretion of the bank as deemed appropriate.

For more details and full list of bank charges, you may refer to the tariffs and charges in the MUFG Corporate website at https://www.bk.mufg.jp/malaysia/pdf/Tariff\_and\_Charges\_Conventional\_Banking\_Business\_June\_2022.pdf

The fees and charges above may be updated from time to time and in case of inconsistency, the fees and charges stated in the standard tariff and charges shall prevail over fees and charges stated in this Product Disclosure Sheet.



# 9. What do I need to 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. You may contact your Account Relationship Manager directly or the Bank:

Via phone to: 03-2034 8000 / 03-2034 8008 Via email to: customercare@my.mufg.jp

# 10. Who should I contact for further information or to lodge a complaint?

For internal dispute resolution, you may contact the Bank:

Via phone to: 03-2034 8000 / 03-2034 8008 Via email to: <a href="mailto:customercomplaint@my.mufg.jp">customercomplaint@my.mufg.jp</a>

If you are dissatisfied with the outcome of the internal dispute resolution process, you may contact Bank Negara Malaysia LINK or TELELINK:

Via phone to: 1-300-88-5465 Via fax to: 03-2174 1515

Via email to: bnmtelelink@bnm.gov.my

Via letter to: Laman Informasi Nasihat and Khidmat

(LINK) Bank Negara Malaysia P.O. Box 10922

50929 Kuala Lumpur, Malaysia

The information provided in this Product Disclosure Sheet is valid as of August 2023 and is subject to change at the Bank's discretion from time to time.