

<p><b>PRODUCT DISCLOSURE SHEET</b></p> <p>Please read this Product Disclosure Sheet before you decide to apply for Bank Guarantee. Be sure to also read the terms and conditions set out in the 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.</p>	<p><b>BANK GUARANTEE</b></p>
<p><b>1. What is this product about?</b></p> <p>A Bank Guarantee (BG) is a written undertaking by MUFG Bank (Malaysia) Berhad (“the Bank”) issued at the request and for the account of the Applicant (Customer) whereby the Bank guarantees payment to the named Beneficiary up to the guaranteed sum as stipulated in the Guarantee in the event a valid written demand is received by the Bank within the validity period of the Guarantee.</p>	
<p><b>2. What are the different types of guarantee commonly issued by the Bank?</b></p> <p>The Bank offers 2 types of Guarantee, briefly summarized below:</p> <p><u>Non-Financial Guarantee</u></p> <ul style="list-style-type: none"> <li>• Non-Financial guarantees are performance related</li> <li>• Issued in support of the Customer’s fulfilment of a contractual obligation in accordance with the terms and conditions of an underlying contract or agreement</li> <li>• It provides an assurance of compensation in the event of inadequate or delayed performance on a contract.</li> <li>• Performance related contingencies typically involve a counterparty’s failure to fulfil or perform contractual obligations such as delivery of goods and/or services or payment of the same by a specified date.</li> </ul> <p><u>Financial Guarantee</u></p> <ul style="list-style-type: none"> <li>• Issued in support of the Customer’s undertaking to secure the repayment of a debt or liability.</li> <li>• Is a guarantee of indebtedness (loans, securities and any other financial liabilities and obligations)</li> <li>• Has a flavor of direct extension of credit such as an undertaking to make payment to a third party in the event that a counterparty fails to meet a financial obligation</li> <li>• Financial guarantee can also take the form of credit substitution guarantees</li> </ul>	
<p><b>3. What are the main features of this product?</b></p> <ul style="list-style-type: none"> <li>• The Bank acts as a Guarantor for the Customer. Guarantees are generally issued in the Bank’s standard format, in favour of a named Beneficiary, for a specific duration and amount and stipulating its undertaking to honour upon receipt of a valid written demand, without requiring or imposing any prior conditions or terms to be met.</li> <li>• Guarantees are generally issued subject to Malaysian Law or if requested upon, the Uniform Rules for Demand Guarantees, Publication 758 (URDG 758).</li> </ul>	
<p><b>4. How do I apply for this product?</b></p> <ul style="list-style-type: none"> <li>• You will need to have an approved BG Facility with the Bank and application must be made in the Bank’s standard Application Form and Letter of Indemnity, duly completed and signed by your authorised signatory/ies.</li> <li>• Each application must be accompanied by a copy of the Guarantee format and/or the relevant contract/ agreement, if any.</li> </ul>	
<p><b>5. What are my obligations?</b></p> <p>You are required to pay the outstanding amount immediately upon notification by the Bank, following the payment made by the Bank against presentation of a valid written demand under the said Guarantee by the named Beneficiary.</p>	
<p><b>6. What if I fail to fulfil my obligations?</b></p> <ul style="list-style-type: none"> <li>• Default interest (calculated from the date of payment made by the Bank till the date of actual payment from you) will be imposed on such sum paid by the Bank pursuant to the Guarantee issued by the Bank.</li> <li>• The Bank has the right to set-off any credit balances in your account(s) against any outstanding balances.</li> <li>• The Bank may exercise its rights and start its recovery process/ legal action against you.</li> <li>• Your BG Facility along with any other facilities granted by the Bank may be recalled.</li> </ul>	
<p><b>7. What are the major risks?</b></p> <ul style="list-style-type: none"> <li>• In general, a written discharge letter from the Beneficiary together with the return of the original Guarantee is required for cancellation of Guarantee prior to its expiry date.</li> </ul>	

- Guarantee issued with no specific expiry date and/or determinable amount will require a written discharge letter from the Beneficiary as well as the return of the original Guarantee prior to its cancellation.
- Payment to the Beneficiary is upon presentation of a valid written demand against the said Guarantee. The Bank has no obligation to verify and/or validate whether an event of default has occurred on the underlying purpose of the said Guarantee.

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

Issuance Fee	1.2% per annum (min MYR100.00)
Amendment Fee involving increased amount and/or extended validity	1.2% per annum (min MYR100.00)
Other Amendment Fee	MYR100.00
Cancellation with Uncollected Bank Guarantees	MYR50.00
Stamp Duty	As per Stamp Duty Act 1949 (Revised 1989)
Other Charges	Please refer to the relevant Letter of Offer and the Bank's Corporate website at <a href="https://www.bk.mufg.jp/malaysia/index.html">https://www.bk.mufg.jp/malaysia/index.html</a> 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 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](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](mailto: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: [customercomplaint@my.mufg.jp](mailto:customercomplaint@my.mufg.jp)

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](mailto: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.