

Application Date (dd/mm/yyyy) 

Mizuho Bank (Malaysia) Berhad

 Application form for 

 Debit Value Date (dd/mm/yyyy) 

### Account Holder Information

Applicant's Name	<input type="text"/>	Tel No.	<input type="text"/>
Applicant's Address	<input type="text"/>	Debit Account Currency	Debit Account No.
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	Charges Debit Account No. *	<input type="text"/>

\* Account for Debiting Bank Charges if different from Debit Account for Remittance

### Transaction Details

Remittance Currency	<input type="text"/>	<input type="radio"/> Amount in Remittance Currency	<input type="text"/>
Bank Charges	<input type="text"/>	<input type="radio"/> Amount in Debit Account Currency	<input type="text"/>
<input type="checkbox"/> If FX Rate is Fixed			
Ref1	<input type="text"/>	Ref2	<input type="text"/>
Ref3	<input type="text"/>	Ref4	<input type="text"/>
Ref5	<input type="text"/>	Ref6	<input type="text"/>
Ref7	<input type="text"/>	Ref8	<input type="text"/>

### Beneficiary Bank Details

Beneficiary Bank Name	<input type="text"/>
Beneficiary Bank Address	<input type="text"/>
	<input type="text"/>
Country	<input type="text"/>
Bank Code Type	<input type="text"/>
Bank Code	<input type="text"/>

### Intermediary Bank Details (Optional)

Intermediary Bank Name	<input type="text"/>
Intermediary Bank Address	<input type="text"/>
	<input type="text"/>
Country	<input type="text"/>
Bank Code Type	<input type="text"/>
Bank Code	<input type="text"/>

### Beneficiary Details

Beneficiary's Name	<input type="text"/>
Beneficiary's ID Type	<input type="text"/>
Beneficiary's ID	<input type="text"/>
Beneficiary's Address	<input type="text"/>
	<input type="text"/>
Country	<input type="text"/>
Account No. / IBAN Code	<input type="text"/>

### Payment Declaration

Purpose of Payment	<input type="text"/>
Purpose Code	<input type="text"/>
Payment Details	<input type="text"/>
	<input type="text"/>
Recipient Reference	<input type="text"/>
BNM Approval Ref No.* <small>*If applicable</small>	<input type="text"/>
Residency	<input type="checkbox"/> Resident <input type="checkbox"/> Non Resident

### Customer Authorisation

Instruction / Authorisation (for Banker's Cheque "BC" )	<input type="text"/>
I / We Authorise	<input type="text"/>
IC No. / PP No.	<input type="text"/>

to collect the BC on our Behalf

I / We declare that all information given in this Form is true and in compliance the requirements under Financial Services Act 2013, Islamic Financial Services Act 2013, Central Bank of Malaysia Act 2009 and the Personal Data Protection Act 2010. I accept full responsibility for any inaccurate, untrue or incomplete information provided in this Form. I authorise the Bank to make this information available to Bank Negara Malaysia in compliance with any regulatory reporting requirements.

Applicant's Signature <small>(Application acknowledges that by signing this term, they are bond by the terms and conditions set forth by the Bank and amended therefo.)</small>	Verified by
<input type="text"/>	<input type="text"/>

This box is used for printing of the automatically generated barcode only, and it should be kept unaltered and unmarked.

### For Bank Use Only

Date:	Confirmed by:	Extension No.:
Confirmed with:	Telephone No.:	Time:

# FOREIGN EXCHANGE NOTICES DECLARATION

## REMITTANCE IN RINGGIT

For Entity with Non-Resident status, please complete section A.

### Section A: DECLARATION BY NON-RESIDENT FOR RINGGIT LOAN OR FINANCING

Please complete section (1) or (2).

#### 1. REMITTANCE IN RINGGIT TO RESIDENT ENTITY FOR THE PURPOSE OF LOAN OR FINANCING

Please complete (i) or (ii).

(i) **Loan / Financing to Related / Subsidiary Entity for Real Sector Activity in Malaysia**

We hereby declare that:

- a) we are the Direct Shareholder or a Resident Entity within our Group;
- b) we are not a Special Purpose Vehicle ("SPV") which is used to obtain Borrowing from any person outside our Group; and
- c) the purpose of the loan given by us to the Resident Entity is to finance Real Sector Activity in Malaysia.

(ii) **Loan / Financing to Resident (non-related entity outside of the Group or Direct Shareholder)**

We hereby declare that we have confirmed with the Resident Entity that: -

- a) their Ringgit Borrowing / Financing obtained from Non-Resident Entity or Individual including this loan, as at date of this declaration does not exceed RM1 million in aggregate<sup>1</sup>; and
- b) the Resident will use the proceeds of the loan in Malaysia.

#### 2. REMITTANCE IN RINGGIT TO RESIDENT FOR THE PURPOSE OF LOAN PREPAYMENT/ REPAYMENT OR REPAYMENT OF FINANCING

**Payment / Prepayment / Repayment of Loan or Financing From Non-Resident**

We hereby declare that:

- a) the loan or financing given to us by the Resident is to finance Real Sector Activity in Malaysia; and
- b) we confirm that we are not a Non-Resident Financial Institution.

We hereby declare that all details provided above are true and correct and any documents submitted (or may be submitted) by us for the purposes of verification and post transactions sampling are true and genuine. In the event any of the information provided is found to be false, untrue or misleading, we are aware that we may be held liable for it and Mizuho Bank (Malaysia) Berhad has the right to refuse to act on our instructions and if deemed necessary will report to Bank Negara Malaysia.

<sup>1</sup> Computed based on an aggregate Borrowing in Ringgit by the Resident Entity and other Resident Entity with Parent-Subsidiary Relationship.

**For Entity with Resident status, please complete section B.**

**Section B: DECLARATION BY RESIDENT FOR RINGGIT LOAN OR FINANCING**

Please complete section (1) or (2).

**1. REMITTANCE IN RINGGIT TO NON-RESIDENT ENTITY FOR THE PURPOSE OF LOAN OR FINANCING**

**Loan / Financing to Non-Resident Entity for Real Sector Activity in Malaysia**

We hereby declare that:

- a) the Non-Resident is not a Non-Resident Financial Institution; and
- b) the purpose of the loan / financing given by us to Non-Resident is to finance Real Sector Activity in Malaysia..

**2. REMITTANCE IN RINGGIT TO NON-RESIDENT FOR THE PURPOSE OF LOAN PREPAYMENT/ REPAYMENT OR REPAYMENT OF FINANCING**

**Payment / Prepayment / Repayment of Loan or Financing From Non-Resident**

We hereby declare that:

- a) the Non-Resident is our Direct Shareholder or an Entity within our Group;
- b) the Non-Resident is not a Non-Resident Financial Institution; or
- c) the Non-Resident is not a Special Purpose Vehicle ("SPV") which is used to obtain Borrowing from any person outside our Group; and
- d) the purpose of the loan given to us by the Non-Resident is to finance Real Sector Activity in Malaysia.

We hereby declare that all details provided above are true and correct and any documents submitted (or may be submitted) by us for the purposes of verification and post transactions sampling are true and genuine. In the event any of the information provided is found to be false, untrue or misleading, we are aware that we may be held liable for it and Mizuho Bank (Malaysia) Berhad has the right to refuse to act on our instructions and if deemed necessary will report to Bank Negara Malaysia.

# FOREIGN EXCHANGE NOTICES DECLARATION

## REMITTANCE IN FOREIGN CURRENCY

For Entity with Resident status, please complete section C.

### Section C: DECLARATION BY RESIDENT FOR FOREIGN CURRENCY BORROWING.

Please complete section (1) or (2).

#### 1. REMITTANCE IN FOREIGN CURRENCY TO NON-RESIDENT ENTITY FOR THE PURPOSE OF LOAN OR FINANCING

Please complete (i) or (ii).

- (i) **Loan / Financing to Non-Resident Entity (within Resident Entity's Group or Direct Shareholder (related Entity – Intercompany Lending))**

We hereby declare that:

- a) the Non-Resident is our Direct Shareholder or an Entity within our Group;
- b) the Non-Resident is not a Non-Resident Financial Institution; and
- c) the Non-Resident is not a Special Purpose Vehicle ("SPV") which is used to obtain Borrowing from any person outside our Group; or

- (ii) **Loan / Financing to Non-Resident Entity (non-related entity)**

We hereby declare that

- a) the Non-Resident is outside of our Group;
- b) the Non-Resident is a Non-Resident Financial Institution; and
- c) the Non-Resident is a Special Purpose Vehicle ("SPV") which is used to obtain Borrowing from any person outside our Group;

In the event item "(ii)" is selected, please complete **Domestic Borrowing declaration** as below Please put (✓) in the selected option.

A: We confirm that we (Resident Entity) and our other Entities with the Parent-Subsidiary Relationship:

1	Do not have any Domestic Ringgit Borrowing; or	
2	Do have Domestic Ringgit Borrowing	

In the event item 2 is selected for Section A above, please complete Section B below.

B: We confirm that our company and our other Resident Entities with our Parent Subsidiary Relationship's investment in Foreign Currency Asset including this lending to Beneficiary.

1	Does not exceed RM50 million equivalent in aggregate per calendar year; or	
2	Does exceed or will exceed RM50 million equivalent in aggregate per calendar year Note: Please provide copy of approval letter from Bank Negara Malaysia for our reference.	

#### 2. REMITTANCE IN FOREIGN CURRENCY TO NON-RESIDENT FOR THE PURPOSE OF LOAN PREPAYMENT/ REPAYMENT OR REPAYMENT OF FINANCING

- Payment / Prepayment / Repayment of Loan or Financing to Non-Resident**

We hereby declare that:

- a) the Non-Resident is our Direct Shareholder or an Entity within our Group;
- b) the Non-Resident is not a Non-Resident Financial Institution; and
- c) the Non-Resident is not a Special Purpose Vehicle ("SPV") which is used to obtain Borrowing from any person outside our Group;

##### Definitions:

1. **Real Sector Activity:** means an activity relating to
  - a) construction or purchase of a residential or commercial property, excluding purchase of land which will not be used to utilised for construction or production of goods or services; or
  - b) production or consumption of goods and services, excluding:
    - i. activity in financial services sector, whether Islamic or otherwise;
    - ii. purchase of securities or Islamic securities; or
    - iii. purchase of Financial Instrument or Islamic Financial Instrument.
2. **Direct Shareholder:** A shareholder with a least 10% effective shareholding in a Resident Entity Group: an Entity's –
  - a) ultimate or direct Holding/parent Entity;
  - b) head office;
  - c) branch;
  - d) subsidiary company where the Entity owns more than 50% of ordinary shares in the subsidiary company;
  - e) associate company where the Entity owns between 10% and 50% of ordinary shares in the associate company; or
  - f) sister company where the Entity and its sister company have a common share holder with a minimum of 10% ordinary shares in both the Entity and its sister company.
3. **Special Purpose Vehicle ("SPV"):** An entity set-up solely for a specific purpose and is not an operating business unit.
4. **Parent-Subsidiary Relationship:** a relationship between a Resident Entity and its direct or indirect –
  - a) Resident Holding/Parent Entity; or
  - b) Resident subsidiary.

For the avoidance of doubt, this includes a relationship between a Resident subsidiary's ultimate Resident Holding/Parent Entity.

# FOREIGN EXCHANGE NOTICES DECLARATION

## Domestic Ringgit Borrowing

For Entity with Resident status, please complete section D.

Please complete section (1) or (2).

### Section D: DECLARATION BY RESIDENT FOR DOMESTIC RINGGIT BORROWING STATUS

We confirm that we (Resident Entity) and our other Entities with the Parent-Subsidiary Relationship:

Do not have any Domestic Ringgit Borrowing

Do have a Domestic Ringgit Borrowing

In the event item 2 is selected for Section D above, please complete Section E below.

### SECTION E: AGGREGATE OF INVESTMENT IN FOREIGN CURRENCY ASSETS

We confirm that our company and our other Resident Entities with our Parent Subsidiary Relationship's investment in Foreign Currency Assets including this particular transaction

Does not exceed RM50 million equivalent in aggregate per calendar year

Does exceed or will exceed RM50 million equivalent in aggregate per calendar year

**Note: Please provide copy of approval letter from Bank Negara Malaysia for our reference.**

We hereby declare that all details provided above are true and correct and any documents submitted (or may be submitted) by us for the purposes of verification and/or post transactions sampling are true and genuine. In the event any of the information provided is found to be false, untrue or misleading, we are aware that we may be held liable for it and Mizuho Bank (Malaysia) Berhad has the right to refuse to act on our instructions and if deemed necessary will report to Bank Negara Malaysia

## Terms and Conditions Governing Remittance

1. The Applicant declares that they have received, read and understood Mizuho Bank Malaysia Berhad Rules and General Terms and Conditions, and undertake to comply and be bound by the same and any amendments which the Bank may subsequently introduce. The Bank being a licensed financial institution offering the account(s) and/or banking product(s) referred to in this Application for Remittance form.  
The General Terms and Conditions refer to the General Terms and Conditions relating to Account(s) and Other Service(s) issued or provided by the Bank. In the event of any conflict between the General Terms and Conditions and the terms and conditions in this Application for Remittance form, the latter shall prevail.
2. The Bank and/or its correspondent banks and/or its agent banks shall at their sole and absolute discretion determine:-
  - a) the office(s) of the Bank and/or its correspondent banks and/or its agent banks to be employed in executing the remittance(s); and
  - b) the route of the remittance(s).
3. The Bank shall not be liable to the Applicant and/or any other party for:-
  - a) any loss and/or damage caused by the delayed or non-transmissions of telexes, SWIFT messages or messages through any transmission or any mutilations, interruptions, errors and/or omissions in the text of telexes, SWIFT messages or messages through other means of transmission;
  - b) any loss and/or damage arising out of any act or failure to act on the part of its correspondent bank(s) and/or its agent bank(s);
  - c) any loss and/or damage in connection with the relationship between the Applicant and the beneficiary or a third party, or between the beneficiary and any third party;
  - d) any loss and/or damage attributable to any law, regulation or restriction imposed in Malaysia or any foreign country;
  - e) any loss and/or damage arising from taxes or depreciation, force majeure, war, strikes, sabotage, computer breakdown or any causes beyond the control of the Bank, save where such loss and/or damage is a direct consequence of the gross negligence or willful misconduct of any of the Bank's servants or agents; and
  - f) any loss and/or damage arising from inaccurate information provided/furnished/supplied by the customer.
4. Upon the actual receipt by the Bank from any of its correspondent banks and/or its agent banks of a notice confirming a refund to the Applicant together with the funds to be refunded, the Bank shall compute the amount of the refund using the Bank's prevailing buying rate on the date of the refund (where applicable), and after deducting all charges and expenses incurred by the Bank and/or its correspondent banks and/or its agent banks in connection with the remittance and the refund, the Bank shall refund the net sum to the Applicant. Any refund made shall be made subject to the laws and regulations of Malaysia.
5. In the event of any subsequent demand(s) made on the Bank by its correspondent banks and/or its agent banks for the payment of expenses incurred in connection with any remittance(s), the Applicant shall be liable for all expenses, and shall promptly pay the same upon demand by the Bank. The Applicant further agrees that where the Bank makes payment of any such expenses to its correspondent banks and/or its agent banks on behalf of the Applicant, the Applicant shall indemnify the Bank in full in respect of all such payment(s).
6. In the event that any restriction or control on the trading in or the convertibility or remittance of any currency of any remittance requested by the Applicant is imposed or introduced in the country in which such currency is issued or elsewhere, the Bank shall be entitled at any time, at the Bank's sole discretion and without requiring the consent of the Applicant, to convert (at such rate and in such amount as the Bank may determine) into, and effect the remittance in, such currency (as the Bank may determine). The Applicant hereby agrees that the transmission of such remittance in the converted currency shall be full discharge of the Bank's obligations. The Applicant agrees to indemnify the Bank against all expenses incurred and to pay all and any charges imposed by the Bank in connection with such conversion.
7. In the event any exchange of foreign currencies for the processing of the remittance requested for by the Applicant is required, including but not limited to the determination of the rates of the currencies involved and/or the conversion of currency of the funds to be used for the remittance to another currency, the Bank shall be entitled at any time, at its sole discretion and without requiring the Applicant's consent, to determine such rates of the currencies involved and/or do such conversion of currency at such rate and for such amount as the Bank may solely determine.
8. The Applicant hereby authorizes the Bank to accept, rely and act upon all instruction(s), notice(s) or other communication(s) given by telephone, facsimile transmission, email or other electronic means by the Applicant and/or any person(s) authorized by the Applicant to give instructions on behalf of the Applicant (hereinafter referred as the "Authorized Party") subject to the Bank's standard form Telephone, Fax and Email Instructions Authorisation and Indemnity Letter.
9. The Bank shall be entitled to act on any instruction(s) from or purporting to be from the Applicant and/or any Authorized Party immediately upon receipt of the same without having to obtain further confirmation or verification from the Applicant or any other party.
10. The Applicant agrees that the Bank may at any time at its sole discretion refuse to comply with any instruction(s) from, or purporting to be from the Applicant and/or any Authorized Party without being liable to the Applicant in any way whatsoever and the reasons for this refusal may not be disclosed to the Applicant.
11. The Applicant shall on demand by the Bank fully indemnify the Bank from and against all actions, proceedings, claims, demands, damages, losses, costs and/or expenses which they may suffer, incur or sustain in respect of or by reason of or on account of the Bank acting in accordance with the Applicant's request herein, including but not limited to:-
  - a) where the Bank acts on instructions from or purporting to be from the Applicant or any Authorized Party and it is subsequently discovered that the instructions are fraudulent or unauthorized or negligently made or are otherwise invalid for any reason whatsoever and/or;
  - b) where there are errors and/or ambiguities arising in the transmission of instructions by the Applicant or any Authorized Party, save that the Applicant shall not be liable for damages, losses, costs and/or expenses arising as a direct consequence of the gross negligence or willful actions of the Bank's servants or agents.
12. (a) For the purpose of Section 133 of the Financial Service Act 2013, the Applicant agrees and consents to the Bank divulging or revealing to any appropriate authority, service provider, beneficiary's bank, its correspondent banks and/or its agent banks, its head office and/or any other third parties in Malaysia or otherwise as the Bank deems appropriate, any information whatsoever relating to the remittance, the Applicant and/or accounts whatsoever maintained by the Applicant with the Bank for any of the following purposes.
  - (i) processing, effecting or executing Applicant's application for remittance;
  - (ii) investigating discrepancies, losses, errors or any claims;
  - (iii) regulatory or legal requirements;
  - (iv) judicial, civil or criminal investigations; and/or
  - (v) permitted purposes as stipulated in the Banking Act and any applicable laws but only such information as is deemed necessary by the Bank for that purpose shall be divulged or revealed.(b) The Applicant agrees that the Bank shall not be held liable for any loss or subsequent damage that the Applicant may incur due to any negligence, act or omission of any third party referred to in Clause 12 (a) above.
13. Notwithstanding any other provision in these Terms and Conditions, nothing in these terms and conditions shall operate to exclude or restrict any liability on the part of the Bank to the extent that such exclusions or restriction of liability is prohibited by law.
14. The Bank may amend these terms and conditions from time to time by giving written notice of any such amendment to the Applicant.
15. The terms and conditions herein are governed and constructed in accordance with the laws of Malaysia. The Bank and the Applicant irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia.
16. A person who is not a party to these Terms and Conditions/transactions/instructions shall not be entitled to enforce any provision of these terms and conditions under this Application for Remittance.
17. The Applicant declares that all the details provided are true and correct and where relevant, shall provide supporting document(s) in relations to this Application or Remittance as part of complying with Foreign Exchange Policy Notices and/or any other regulatory requirement(s).
18. In the event any of the information provided is found to be false, untrue or misleading, the Applicant is aware that they will be held liable for it and the Bank reserves the right to refuse to act on the instructions and if deemed necessary will report to Bank Negara Malaysia.