



REQUEST FOR CANCELLATION OF / STOP PAYMENT ON CASHIER'S ORDER

Date:

To: SUMITOMO MITSUI BANKING CORPORATION
(INCORPORATED IN JAPAN WITH LIMITED LIABILITY)
HONG KONG BRANCH

Dear Sir/Madam,

Cancellation of / Stop Payment on Cashier's Order

Cashier's Order [CHEQUE NO.] : _____

Payee Name : _____

Issuing Date : _____

Amount : HKD \$ _____

We refer to the cashier's order issued by your Bank upon our request through our Application for Remittance with the details described above ("**Cashier's Order**").

<p>Please tick one of the boxes:</p>
<p style="text-align: center;">CANCELLATION</p> <p>We request your Bank to cancel the Cashier's Order. The original of the Cashier's Order as enclosed is hereby surrendered to you for your cancellation and disposal.</p>
<p style="text-align: center;">STOP PAYMENT</p> <p>We advise your Bank that the Cashier's Order has been lost and request your Bank to stop payment of the Cashier's Order.</p>

We hereby irrevocably instruct and authorize your Bank to arrange for cancellation of/stop payment on the Cashier's Order immediately and refund the proceeds thereof to our account (Account No.: _____).

We declare that we have not dealt with the Cashier's Order in a manner which would give rise to a claim against your Bank by any third party.

In consideration of your agreeing to arrange for cancellation of/stop payment on the Cashier's Order, we hereby agree to the terms and conditions as set out in the Master Terms and Conditions for Bank Accounts and the Appendix to this Request and shall bear all administrative, handling charges or fees and other costs and expenses which may be incurred by your Bank.

For any charges or fees incurred in connection with this Request and any sums payable by us hereunder, we hereby irrevocably authorize your Bank to debit from our account (Account No.: _____).

Yours faithfully,
For and on behalf of
Company Name:

Authorized Signature(s)
(Please sign with Co. Chop as filed with the Bank if applicable)

APPENDIX

- (1) Sumitomo Mitsui Banking Corporation (“the Bank”, which expression shall include its successors and assigns) shall have the sole and absolute discretion to reject any cancellation and/or stop payment instructions if, in the opinion of the Bank, there is any valid reason or reasonable ground for such rejection and the Bank shall not have any liability to the customer or any other person in connection with such rejection.
- (2) The customer shall pay to the Bank the Bank's prevailing charges on demand for execution of any instructions for cancellation and/or stop payment and that the Bank is authorised to debit such designated account(s) of the customer maintained with the Bank for payment of such charges.
- (3) The Bank shall not be liable or responsible for any claim, demand, expense, cost, loss, damages, action and liability arising from or in connection with the failure of the Bank to execute such instructions on the grounds provided herein or permitted under the applicable laws and regulations.
- (4) The customer shall, as a continuing obligation, unconditionally and irrevocably agree to fully indemnify and keep the Bank indemnified from and against any and all claims, demands, expenses (including legal fees on a full indemnity basis), costs, losses, damages, actions and liabilities (as to the amount of which the certificate of the Bank shall, in the absence of manifest error, be conclusive and binding on the customer) which the Bank may suffer or incur arising from or in connection with execution of such instructions or any breach of the provisions herein by the customer.
- (5) The Bank shall not be responsible or liable for:
 - (i) any indirect or consequential losses or any economic loss or loss of profit or loss of business incurred by the customer in connection with any such instructions for cancellation and/or stop payment;
 - (ii) any direct losses arising from or attributable to acts, events, or acts of God beyond the reasonable control of the Bank, including but not limited to strikes, lockouts, riots, invasion, war, fire, explosion, sabotage, storm, flood, earthquake, epidemics, any misconduct of a network provider or any third party including the clearing house;
 - (iii) any direct losses arising in connection with the Bank acting upon any such instructions for cancellation and/or stop payment by the customer or by reason of the Bank failing to so act if, acting in good faith, there is or are reasonable ground(s) for such failure or refusal; and
 - (iv) any losses caused as a result of or in connection with any laws or regulations of countries where transactions are settled, cleared or collected or any exchange control restrictions which are imposed from time to time.
- (6) Any forbearance or failure or delay by the Bank in exercising any right, power or remedy shall not be deemed to be a waiver. Each of the Bank's rights, powers and remedies shall continue in full force and effect until they are specifically amended or waived by an instrument in writing executed by the Bank.
- (7) All sums payable to the Bank by the customer hereunder shall be paid without set-off or counterclaim or any restriction or condition and free and clear of any tax or other deductions or withholdings of any nature.
- (8) A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Agreement.
- (9) These terms and conditions shall be governed by and construed in accordance with the laws of The Hong Kong Special Administrative Region of the People's Republic of China (“Hong Kong”) and the customer irrevocably submits to the non-exclusive jurisdiction of Hong Kong courts.

Applicable only for loss of and stop payment on Cashier's Order:

- (10) The customer represents and warrants to the Bank that all the information which the customer provided to the Bank concerning the loss of cashier's order(s) is true to the best of the customer's knowledge and without any omission of material facts which may, if disclosed to the Bank, affect the Bank's decision in accepting the customer's request.
- (11) The customer will render its full cooperation as necessitated by any investigation, prosecution or court process if so required by the Bank and will exercise its best endeavours in giving the Bank any further information, evidence or other forms of assistance for such actions as deemed appropriate by the Bank regarding the loss of the cashier's order(s). The customer shall surrender to the Bank the original of the cashier's order(s) forthwith should it/they be recovered.
- (12) The Bank is authorized by the customer to disclose such information regarding the loss of the cashier's order(s), the details of the cashier's order(s) and these terms and conditions to all or any of (i) the Hong Kong Monetary Authority; (ii) the Hong Kong Association of Banks; (iii) the Hong Kong Police Force; and (iv) the Bank's head office in Japan which will collect, hold, process or use any such information.