

## Application for Remittance Terms & Conditions

I/We, the Applicant, hereby request you, the Bank, to execute this Application for Remittance. This Application for Remittance is subject to the agreement(s) between the Bank and the Applicant (including but not limited to the Master Terms and Conditions for Bank Accounts ("**MT&Cs**") and the Terms and Conditions governing the remittance). I/we, the Applicant, hereby agree and undertake to be bound by the MT&Cs and those Terms and Conditions governing the remittance. In case of conflict, the terms of this Application for Remittance and the Terms and Conditions governing the remittance shall prevail for the purposes of the remittance.

I/We, the Applicant, understand that the United States of America, Japan and other governments and/or regulatory authorities (the "**Authorities**") may impose, from time to time, specific sanctions against certain countries, entities, individuals and all relevant third-party clearing houses, clearing banks, remitting banks, custodians or Correspondent (the "**Agents**") may carry out certain sanction-related screening accordingly. As such, a transaction under this Application for Remittance that involves, may involve or is suspected of having been involved in any breach of sanctions (or any related requirement of the Bank, the Agent or any law or regulation) may not be processed and/or executed as requested.

The Authorities and/or the Agents may from time to time require the disclosure (whether in or outside of Hong Kong) of information in relation to this Application to any person to ensure compliance with any internal requirement of the Bank or any Agent and/or any law or regulation. Such information may include any personal data in connection with me/us, the Applicant. I/We, the Applicant, consent to you, the Bank, disclosing to its Agents and the relevant Authorities as required by any law or regulation, the information that I/we, the Applicant, furnished to you, the Bank, in connection with the Application, confirm that the consent from such persons whose personal data have been used and disclosed herewith has been duly obtained.

I/We, the Applicant, hereby confirm that there is no reason to know and/or suspect that this remittance (i) is in breach of any applicable sanction law and/or regulation (including Japanese Foreign Exchange and Foreign Trade Act); (ii) is connected with any such sanctioned countries or sanctioned persons, including without limitation, OFAC sanctioned countries (such as Iran, Myanmar, Sudan, Cuba, Syria, Iraq, Russia, Crimea Region, North Korea and any other countries or persons as may be notified by the Authorities or pursuant to any requirement of the Bank or the Agent); and (iii) involves financing imports or trade through intermediaries of goods which country of origin is or which are shipped from any such sanctioned countries or sanctioned persons or for funding activities which may contribute to nuclear-related programmes.

I/We, the Applicant, agree that if you are/the Bank is required to disclose, process or retain any information or if this remittance is withheld, blocked, frozen, delayed, refused or otherwise cancelled, you, the Bank, shall not be liable for any losses, liabilities, penalties, charges, costs or expenses (whether on account of taxes, duties, imposts or otherwise) (the "**Liabilities**") I/we, the Applicant, may incur and I/we, the Applicant, shall indemnify you, the Bank, against any Liabilities the Bank may incur.

I/We, the Applicant, shall comply with all applicable laws and regulations and/or any requirement of the Bank and/or any Agent in force from time to time in relation to all activities or transactions contemplated by this Application. I/We, the Applicant, shall indemnify you, the Bank, from and against all Liabilities which you, the Bank, may incur as a result of providing the services under this Application and/or a breach of any requirement of the Bank and/or any Agent, any of the terms and conditions or any applicable laws and regulations by me/us, the Applicant.

### **A. Agreement on withdrawals from my/our Savings Account(s)/Current Account(s)**

1. We hereby request the Bank to permit withdrawal (the "**Withdrawal**") by me/us from my/our current/savings account ("**my/our account**") referred to in the Application without my/our presenting a signed cheque (in the case of a current account) or a signed withdrawal slip, in each case as may be required under the relevant terms and conditions for my/our account.
2. In consideration of the Bank permitting the Withdrawal, I/we agree to indemnify the Bank and hold the Bank harmless against all claims, demands, actions, proceedings, costs and other consequences which may arise by reason of the Withdrawal from my/our account, and I/we also agree and authorise the Bank to debit against my/our account all costs, charges and expenses incurred, required or paid by the Bank in connection with the Withdrawal and the transfer to be effected by the Application.

### **B. Conditions governing the remittance**

In consideration of the Bank's agreeing to effect the transaction specified in the Application Form, I/we, the Applicant, agree that the transaction is to be effected in accordance with the following conditions:

1. The Bank shall use reasonable care and skill in executing the Applicant's remittance instructions, however, the Bank reserves the right not to accept or otherwise reject an Application without giving reasons.
2. The Bank is at liberty to send the remittance either literally or in cipher and the Bank accepts no responsibility for any loss, delay, error, omission or mutilation which may occur in the transmission of the message or for its misinterpretation when received.
3. The Applicant shall send this Application, give instructions or directions in connection with this Application to the Bank in such manner as shall be prescribed or accepted by the Bank from time to time, including, without limitation, in writing and/or verbal instructions via electronic means. In the course of providing its services, the Bank or any Agent may need to (but is not obliged to) record verbal instructions received from the Applicant or any verbal communication between the Applicant and the Bank or any person in relation to such services. The Bank reserves the right to destroy these recording after such period of time as it considers appropriate. The Bank shall be entitled to rely and act on any such instruction so received from the Applicant without any further verification or checking. The Bank shall not be liable for any incomplete or inconsistent instructions provided by the Applicant. The Applicant shall indemnify the Bank from and against all Liabilities which the Bank may incur as a result of acting upon this Application and any instruction received in connection with the Application.
4. In the absence of specific instructions and arrangement to the contrary the remittance will be effected in the currency of the country in which payment is to be made. If the remittance is in a currency other than the currency of the country in which payment is to be made, it shall be payable in the currency of the country of payment at the then prevailing buying rate of the correspondent bank or destination bank which the Bank may designate as a paying agent (the "**Correspondent**").
5. Where foreign currency exchange is applicable to the amount remitted, the exchange rate quotation shall be ascertained by the Bank in its sole discretion and shall not be negotiable unless any prior arrangement is made.
6. The Applicant accepts and acknowledges that the Bank or any Agent may carry out: (a) screening, intercepting and investigating any instruction, communication, request, application for services, or any payment sent to or by the Applicant, or on behalf of the Applicant; (b) investigating the source of or intended recipient of funds; (c) combining the information of the Applicant with other related information in the possession of the Bank or any of its affiliates or members; (d) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming the identity and status of the Applicant or any person related to the Applicant, based on any applicable laws, regulations, internal policy, procedure manual, sanction monitoring list or any requirement of the Bank or any Agent. Accordingly, all activities and procedures referred to herein may lead to the delay, blocking or refusing the processing of the Applicant's instructions or this Application. Neither the Bank nor any Agent shall be liable to the Applicant, any person or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by the Applicant or a third party, caused in whole or in part in connection with the undertaking of the above activities and procedures.
7. Applications for same day value are subject to cut-off times related to the geographical location of the country in which payment is to be made. Applications received by the Bank by the cut-off times as stipulated by the Bank from time to time may not be processed on the same day and shall be subject to the discretion of any Agent to withhold and request for further information on such remittance instruction, the availability of the relevant services, including (but not limited to) the availability of clearing system of the currency and country of any Agent; and/or the processing time required by any Agent. If instructed by the Applicant and subject to compliance with any resubmission requirements as may be imposed by any Agent, the Bank may (but is not obliged to) process the remittance as soon as reasonably practicable on or after the original Value Date as indicated in the Application if it cannot be processed on the day the Application is received by the Bank or on the Value Date as

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indicated in the Application. The Bank shall not be liable for any claim, loss, damage expense (including without limitation, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of any delay, mistake or omission that may happen in the transmission of instructions by mail, or for any delay in processing the Application.

8. Where the Bank has accepted an Application or received any instruction in relation to this Application (whether in writing, verbal or in any manner pursuant to Condition (3) above, the Bank reserves the right not to process or cancel it, with or without notice to me/us, the Applicant, if it is of the opinion that: (a) there is insufficient available funds; or (b) the information given is incorrect, incomplete or is not sufficiently clear; or (c) the processing thereof will be in breach of any applicable laws, regulations or any internal requirement of the Bank or any Agent; or (d) I/we, the Applicant, have/has specified additional instructions in the Application which are not provided for by or otherwise acceptable to the Bank; or (e) any Agent may withhold, refuse or delay to process the remittance or transfer; or (f) the information contained in the Application may be required to be disclosed and/or reported to any Authority pursuant to any of the internal requirements of the Bank, any Agent or otherwise in compliance with any directive, rule, law or regulation.
9. Neither the Bank nor any Agent shall be responsible for advising me/us, the Applicant, of, and shall not be liable for any loss or delay as a result of the payment being subject to:
  - any exchange control or similar restriction which may be imposed by the local laws or regulations in the country in which payment is to be effected (including rules of clearing houses). I/we, the Applicant, have/has been strongly advised to make my/our own enquiries.
  - any commission or charges which may be imposed by any overseas bank, Agent, agencies or correspondent banks outside of Hong Kong. I/we, the Applicant, am/are aware that such commission or charges may vary depending on the separate entities across different jurisdictions.
10. Where payment is to be made in favour of a beneficiary not maintaining an account with the Bank's offices overseas, the Bank or any Agent reserves the right to make payment by a means other than telegraphic transfer in accordance with the customary or accepted banking practice in the country in which the payment is to be made. The Bank is not responsible for advising me/us, the Applicant, of the use of such other means or for any delay in effecting payment by such means arising from circumstances beyond the control of the Bank or any Agent. Where any alternative means of remittance other than telegraphic transfer is not acceptable, I/we, the Applicant, should specify this to the Bank.
11. If the remittance is cancelled or returned, the Bank shall, after its receipt from the Agent of confirmation of such cancellation or return, and subject to any applicable internal requirement, of the Bank or any Agent, any law, rule and/or regulation, return to me/us, the Applicant, the proceeds of the remittance at the Bank's prevailing buying rate of the currency of the remittance at the time of the return (if applicable), less any costs, charges and expenses incurred by the Bank and/or the Agent.
12. (a) I/We, the Applicant, (in the case of an individual, a sole proprietorship or a partnership) agree that all personal data relating to me/us, the Applicant, collected by the Bank from time to time may be retained, used and disclosed for such purposes and to such persons (whether in or outside Hong Kong) as may be in accordance with the Bank's policies on use and disclosure of personal data set out in statements, circulars, terms and conditions or notices made available by the Bank to its customers from time to time and such data may be (i) used in connection with matching procedures (as defined in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong)), and (ii) disclosed (by way of bank references or otherwise) to any financial institution with which I/we have or propose to have dealings to enable such financial institution to conduct credit checks on me/us.  
(b) I/We, the Applicant, hereby authorise the Bank to disclose any information regarding me/us, the Applicant, and my/our, the Applicant's, relationship with the Bank to all or any of (i) any financial institution with which I/we, the Applicant, have/has or propose to have dealing; (ii) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, securities clearing, credit reference or checking, debt collection or other services or facilities to the Bank in connection with the operation of its business; (iii) any other person under a duty of confidentiality to the Bank; (iv) until notice in writing to the contrary is received by the Bank from me/us, the Applicant, my/our, the Applicant's, auditors for the time being and from time to time, upon the request of such auditors; and (v) the Bank's head office in Japan and/or any of the Bank's branches or subsidiaries or associated companies or affiliates (whether within or outside Hong Kong) which will collect, hold, process or use any such information. The head office of the Bank will keep all information confidential save where it is required to disclose the information in certain limited circumstances pursuant to any law, regulation or court order binding on it in Japan. Any termination of this transaction by me/us, the Applicant, or the Bank shall not affect or terminate my/our authorisation to disclose information given above in relation to information in the possession of the Bank at termination.
13. The Bank may suspend or terminate the execution of the remittance as a result of any force majeure event, including, without limitation: (a) change in any law or regulation or in the interpretation or enforcement of any regulation; (b) act, order or request of the Authorities; (c) restriction or impending restriction on the availability, convertibility, credit or transferability of any currency; (d) failure or default of any payment intermediary; (e) malfunction of the Bank's, the Agents' and/or any relevant party's computer systems; (f) failure or default of the Agents to the Bank; (g) any failure in the transmission of, or miscommunication with respect to, the remittance instruction; or (h) any other event beyond the Bank's reasonable control, including but not limited to any potential governmental measures due to the COVID-19 pandemic. The Applicant shall bear the risk of any delay and losses relating to a force majeure event.
14. The Applicant agrees that the Bank may at any time, at its sole discretion and without consent from the Applicant, amend and supplement the terms and conditions herein and those pertaining to any services provided by the Bank in connection with this Application may, at the Bank's sole discretion, be changed from time to time without giving the Applicant prior notice.
15. Applications may not be processed in the event of unforeseen circumstances, including but not limited to, any day upon which any adverse weather condition (*i.e.*, a black rainstorm warning and/or No. 8 or higher typhoon signal in Hong Kong is hoisted) or any other adverse situation which hinders the Bank from processing any Application. The Bank shall process the Application(s) on a best effort basis, prior notice will not be given to the Applicant.
16. 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.
17. No person other than the Applicant and the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provisions of this Application.

### **C. Filling Instructions**

1. Please complete all mandatory fields (\*) on the application form to ensure that your instructions are properly captured upon printing.
2. Under the field 'Types of Remittance', please specify the type of payment (*i.e.*, Telegraphic Transfer, CHATS or Internal Transfer).
3. Under the field 'Currency', please specify the currency (*i.e.*, USD, HKD, JPY, AUD, CAD, CHF, CNY, EUR, GBP, IDR, MYR, NOK, NZD, SEK, SGD, THB or ZAR).
4. Under the field 'For corporate CNY remittance to mainland, please choose business category from below:', please specify the business category (*i.e.*, Cross-Border Goods Trade, Cross-Border Service Trade, Cross-Border Capital Transfer or Other Current Account Transactions).
5. Under the field 'Local / Overseas bank's charges, if any, are for A/C of:', please specify the details of the bank's charges (*i.e.*, SHAR: Remitter pay the local SMBC charges and beneficiary pay other bank charges, CRED: Beneficiary pay all bank charges or DEBT: Remitter pay all bank charges).