

## APPLICATION FOR TELEGRAPHIC TRANSFER

To: The Bank of East Asia Limited Singapore Branch

Date:		
T.T No:		

## TYPE OR PRINT IN CAPITAL LETTERS AS ILLEGIBILITY OR INCOMPLETENESS WILL RESULT IN PROCESSING DELAYS

Currency and amount				I	FOR BANK USE ONLY		
				Value Date			
Exchange rate				Payable Amount			
			Commission				
Detail of Charges (Please cross X below, or otherwise default is 'SHAR')			rwise default is 'SHAR')	Telex / SWIFT			
			11 1' (D 14 )	Other Charges			
SHAR – Only BEASIN charges to be paid by applicant (Debtor)				Total Amount tor) Payable			
☐ CRED – All local & overseas charges to be paid by beneficiary (Creditor) ☐ DEBT – All local & overseas charges to be paid by applicant (Debtor)				EV.C. (N			
□ DEBT – All local & overseas charges to be paid by applicant (Debtor)			e paid by applicant (Debtor)	(Whenever applicable)			
	Name			таррисанс)			
Applicant	- Ivanic						
(Debtor) Details	Account No/ IO	C No					
	Address Telephone No.						
Intermediary/ Agent 's Bank Name and SWIFT							
	Bank's Name						
(Creditor) s	Bank Swift Co	de					
Banker Details	Address/Count	ry					
Beneficiary (Creditor)'s	Account No/IB	AN No.					
	Name						
Details	Address						
:	Payment Details						
Payment Method:	1				Other Instructions (If Any)		
☐ Please debit my/our Account No:					· ————		
□ Cash							
□ Cheque : Bank No							
1. I / We represent and warrant that the contents of this Application (Including but not limited to any and all supporting documents that are submitted together with this Application are true, complete and accurate in all respects, and that the Bank may rely on this Application form and any supporting documents.  2. I / We have read and agree to be bound by the Terms and Conditions Governing Telegraphic Transfer. (See the back of the Telegraphic Transfer Form)							
Signature(s) of Applicant							
Cash R	Received		Entered	Checked	Approved		

## Remittance / Telegraphic Transfer Terms and Conditions

- This Remittance/ Telegraphic Transfer Terms and Conditions ("Remittance/Telegraphic Transfer Terms") shall be subject to and read in conjunction with the Accounts and Services Terms and Conditions and the Terms and Conditions for SG Cyberbanking Service (Personal Banking), as may be applicable (collectively the "Cyberbanking Terms").

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  Capitalised terms used but not defined in these Remittance/Telegraphic Transfer Terms shall have the meaning given to them (if any) in the Accounts and Services Terms and Conditions or in the relevant Cyberbanking Terms, as the case may be.

  These Remittance/Telegraphic Transfer Terms are additional to, and not in substitution for, any other applicable terms and conditions governing the services provided by the Bank to the Customer. If any of these Terms becomes invalid or unenforceable at any time, the validity and/or enforceability of any of the other terms and conditions hereof shall not be affected.

  The Bank of East Asia, Limited (Singapore Branch) (the "Bank") will only provide Services or accept Instructions from the Customer in respect of the remittance of funds from the Customer's Account(s) to beneficiaries (each, a "Remittance Beneficiary") (each, a "Remittance / Telegraphic Transfer Transaction") in so far as it is, in the Bank's sole and reasonable opinion, practicable and reasonable to do so, having regard to its regular business practices and procedures. The Bank may, at all times and from time to time, in its sole discretion and without prior notice, without having to provide any reason and without libibility for the provides any reason and without libibility for the provides any reason and without libibility for the provides any reason and without prior notice, without having to provide any reason and without liability, refuse to act upon any Instructions or part thereof as the Bank may deem appropriate.

  The conditions under which the Bank will effect the Remittance / Telegraphic Transfer Transactions are as follows:

  a. in the absence of specific Instructions to the contrary, any funds to be remitted in respect of a Remittance / Telegraphic Transfer Transaction will be effected in the currency of the country /
- territory into which the funds are to be remitted;
- the Bank reserves the right to select a correspondent bank or Agent to effect the Remittance / Telegraphic Transfer Transaction to jurisdictions where the Bank has no presence
- the Bank reserves the right to select a correspondent bank of Agent to effect the Refinitalize? Telegraphic Translet Transaction to functions where the Bank reserves the right to draw an outward remittance on a different place from that specified by the Customer if operational circumstances so require; the Bank may send any message in relation to the Remittance / Telegraphic Transfer Transactions in explicit language, code, or cipher and is not liable for errors, neglect, or default of any correspondent bank or Agent in this regard;
- correspondent bank or Agent in this regard; the Customer is solely responsible for ensuring that the Remittance / Telegraphic Transfer Beneficiary's information (including but not limited to the details of any intermediary bank, the Remittance / Telegraphic Transfer Beneficiary's name and account number) provided is complete, accurate and valid. The Bank shall not be obliged to verify the completeness, accuracy or validity of the same. Any charges imposed by any of the foregoing parties arising therefrom shall be borne by the Customer. The Customer warrants to the Bank that where the Customer is responsible for the provision of any information or data relating to a Remittance / Telegraphic Transfer Beneficiary or third party to the Bank, or has actually provided any such information or data to the Bank, the Customer has informed the said Remittance / Telegraphic Transfer Beneficiary or third party and such Remittance / Telegraphic Transfer Beneficiary or third party and such Remittance / Telegraphic Transfer Beneficiary or third party has given express consent to the Bank's collection, use and disclosure of such information or data to any party; in the event that the Bank receives Instructions in respect of a Remittance / Telegraphic Transfer Transfer Transfer Transfer Transfer Transfer Transfer Transfer Transfer through correspondent banks, Agents or other financial institutions before reaching the account into which the remitted funds are to be received (the "Beneficiary Account"), and those correspondent banks, Agents or other financial institutions are solely responsible for crediting the Beneficiary Account; in the event an Instruction to effect a Remittance / Telegraphic Transfer Transaction cannot be effected due to insufficient funds in the Account from which the funds were initially remitted (the "Source Account"), the Bank reserves the right to impose a service charge which will be directly debited from the Source Account and/or refuse to effect the Remittance / Telegraphic

- 'Source Account"), the Bank reserves the right to impose a service charge which will be directly debited from the Source Account and/or refuse to effect the Remittance / Telegraphic
- "Source Account"), the Bank reserves the right to impose a service charge which will be directly debited from the Source Account and/or refuse to effect the Remittance / Telegraphic Transfer Transaction; any request for amendment or cancellation of any Instruction given in respect of a Remittance / Telegraphic Transfer Transaction has to be made by the Customer in person upon production of proper identity documents. Request for cancellation of any instruction may also be made by the Customer (or by the Authorised Persons for Corporate Cyberbanking Service) through the Cyberbanking Service. Any refund of remitted funds will be made at the Bank's sole discretion and, in the event the Bank chooses to effect such refund, it shall credit the relevant amount (comprising the remitted funds in the currency of the Source Account less any applicable fees or charges as may be imposed by the Bank, any correspondent bank or Agent or any third party) into the Source Account. If applicable, the said relevant amount will be exchanged into the currency of the Source Account at the Bank's prevailing buying rate. For the avoidance of doubt, all cable/postage charges and commission collected are not refundable:
- The Bank is not obliged to accept any request for recall of successful transfers, and any recall (if made) shall be on a reasonable endeavour basis determined at the sole discretion of the Bank. In the event a recall is successful, the Customer shall be liable for all foreign exchange losses arising in connection to the transfer and recall; without prejudice to the generality of clause 20 of Part A of our Accounts And Services Terms And Conditions, except in the event of the Bank's gross negligence, willful misconduct or fraud, the Bank shall not be liable for any loss, costs, claims, expenses or damage (whether direct, indirect, or consequential and including, without limitation, loss of profit or interest) that may be suffered or incurred by the Customer whether due to any delay, failure or refusal by the Bank or any third parties to act upon or otherwise in relation to any Remittance / Telegraphic Transfer Transactions for any reason whatsoever; any errors, negligence, suspension or default of any correspondent bank or Agents or any other party in connection with the Remittance / Telegraphic Transfer Transactions; any delay, failure or malfunction in any machine, data processing system, transmission links, or dispatch or communication facilities in connection with any such Instructions; any interception, unavailability, failure, mutilation, error, omission, interruption, or delay in transmission or delivery of any such Instructions; any diminution in the value of funds to be remitted due to taxes, depreciation or currency fluctuations; any unavailability of funds due to restrictions on convertibility requisitions, involuntary transfers or distraints of any character; any act or events beyond the Bank's control including but not limited to declared or undeclared war, censorship, blockade, insurrection, strikes, pandemic, or civil commotion; any law, decree, regulation, control, restriction, or other act of a domestic or of foreign government or other group or groups exercising governmental or military powers, whether de jure or de
- law, decree, regulation, control, restriction, or other act of a domestic or of foreign government or other group or groups exercising governmental or military powers, whether de jure or de facto; any communication or instruction from the Bank being misinterpreted upon receipt; any rejection, return and/or delay of the remitted funds due to incomplete, inaccurate or invalid information provided by the Customer; any steps which the Bank, in its sole and absolute discretion, considers appropriate to take in any particular circumstance, or otherwise; the Customer shall indemnify the Bank and keep the Bank indemnified against any consequences, losses, costs, claims, expenses, damages or proceedings (including all legal costs on a full indemnity basis) whatsoever and howsoever caused that may arise or be incurred by the Bank in connection with the Remittance /Telegraphic Transfer Transactions, whether or not arising from or in connection with and including but not limited to any action or omission of the Bank in relation to any Instructions; or the Bank, or other bank or financial institution or any other party refusing to accept the Customer's Instructions for any reason whatsoever including, but not limited to any of the matters set out in clause 5(k)) above; the Customer's Instructions for expenses and/or expenses that may be imposed by the Beneficiary Bank, any intermediary bank or financial institutions or any third party in respect of the Remittance / Telegraphic Transfer Instruction will be borne by the Remittance / Telegraphic Transfer sentitude for expenses and/or expense and/or expenses and/or expenses and/or expenses and/or expe

- Transfer Instruction will be borne by the Remittance / Telegraphic Transfer Beneficiary unless otherwise specified;

  n. the Bank is entitled to reimbursement from the Customer for any fees, charges and/or expenses levied upon or incurred by itself and any correspondent banks or Agents;

  o. applications for same day value are subject to Cut-Off times related to the geographical location of the destination; and

  p. the Bank's records as to any Remittance / Telegraphic Transfer Transaction shall be conclusive and binding for all purposes.

  With regard to any outward remittance to a Remittance Beneficiary in Mainland China under the "Cross-border RMB Trade Settlement" scheme (a "Chinese Remittance Transaction"), where conversion of the remitted sum to Renminbi is required, the Customer is required to submit sufficient supporting documents (including but not limited to any third party documents) to prove, to the Bank's satisfaction, the authenticity of the underlying cross-border trade transaction. The Bank reserves the right to unwind any Chinese Remittance Transaction for and on behalf of the Customer without being liable for any expenses and charges incurred in this regard, in the event of such transaction being determined to be unrelated to an underlying cross-border trade transaction (as determined by the Bank in its sole discretion), and the Bank is entitled to reimbursement from the Customer of the expenses and charges (if any) so incurred by itself and any correspondent banks or Agents. The Bank is not liable for any losses (including but not limited to losses caused by exchange rate fluctuations) which the Customer may suffer in relation to any transactions to unwind the Chinese Remittance Transaction due to the foregoing circumstances.

  Without prejudice to the generality of Clause 8 below, the Customer declares and confirms that any Chinese Remittance Transaction adheres to and is in full compliance with all relevant legal and regulatory requirements of Mainland China banks and/or Mainland China banks and

- solely and fully liable for any losses suffered (including but not limited to payment of all relevant charges incurred).

  The Bank shall act in accordance with the laws, rules, regulations, guidelines, requests, and/or recommendations of public and regulatory organisations or authorities operating in various jurisdictions, which relate to, amongst other things, the prevention of money laundering, terrorist financing, and the provision of financial and/ or other services to any persons or entities which may be subject to sanctions. The Bank reserves the right to prescribe any conditions subject to which it provides any Services or accepts any Instructions or to refuse any Services or act on any Instruction to ensure its compliance with any such applicable laws, rules, regulations, decidelines, requests, and/or recommendations; and may take action which it, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, rules, regulations, guidelines, requests, and/or recommendations. Such action may include, but is not limited to, the suspension or closure of an Account; the disclosure, interception, and/or investigation of any payment messages and other information or communication sent to or by the Customer or on the Customer's behalf via the systems of the Bank or any member of the Bank of East Asia group of entities (including the parent company of the Bank; and other branches or subsidiaries, affiliates and/or associates of the same); and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity.
- The Customer agrees:

  - Indicates of the same); and making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity.

    The Customer agrees:

    To unconditionally and irrevocably consent to allow the Bank and its related corporations, affiliates, associates, custodians, nominees, correspondents and agents and every director, officer, employee or agent of any of the foregoing to disclose, intercept and transfer the Customer's personal data and/or information (including but not limited to the Customer's name, Account number (or unique reference number where no Account number exists or is applicable), the Customer's address, unique identification number (such as his or her NRIC/passport number), date and place of birth and any Instructions in relation to the Remittance / Telegraphic Transfer Services) to other parties whether located inside or outside Singapore; or authorities pursuant to or otherwise to the extent required by pany applicable laws, rules or regulations or in accordance with the requests, guidelines or recommendations made by the relevant public and/or regulatory organisations; or authorities for the purpose of rendering the Remittance / Telegraphic Transfer Services;

    That the Bank, to comply with legal or regulatory requirements as well as the requirements of the Bank's anti-money laundering measures, may upon request, also transfer, share, exchange and disclose any data about the Customer, the underlying transactions and the Bank's comments on the Customer made are payment recipients, beneficiaries, intermediaries, correspondent and agent banks, whether located in or outside Singapore, in relation to any inward or outward remittance or payment transactions received, effected or initiated by or on behalf of the Customer. The aforesaid data may include the Customer's identity, nature and place of business, transaction patterns and level of activities with the Bank, source of funds, nature of the remitting account, details of the ultimate beneficial own

  - to notify the Bank immediately upon the change of any of his personal data and/or information relating to the Remittance / Telegraphic Transfer Services and any transaction connected
- 10. The Bank reserves the right to revise all fees and charges from time to time with prior notice to the Customer in accordance with the applicable code of practice.

  11. The Bank reserves the right to add, alter, vary, and modify any or all of the above Remittance/Telegraphic Transfer Terms at any time at its discretion without any notice.

  12. These Remittance/Telegraphic Transfer Terms are subject to the laws of Singapore and the Customer submits to the non-exclusive jurisdiction of the Courts of Singapore.