

銀行專用 For Bank Use	Attended By
	Approved By
	Tr. Ref:

匯款及轉賬申請表格

Application Form for Outward Remittance and Fund Transfer

致: 東莞銀行股份有限公司 - 香港分行 (「銀行」)

To: Bank of Dongguan Co., Ltd. -Hong Kong Branch (the "Bank")

日期 (日/月/年)

DATE (DD/MM/YYYY)

注意 NOTE:

- 請用正楷填寫。在適當方格內加上“✓”。填妥表格後交回本銀行。Please complete in BLOCK LETTERS, “✓” where appropriate, and return the completed form to the Bank.
- 所收費用將列印在閣下的戶口結單內。Charge levied on your instruction(s) will be reflected on your account statement.

甲部 Part A - 客戶資料 Customer Information	
客戶號 Customer No.	
客戶名稱 Customer Name	

乙部 Part B - 付款及其他指示 Payment and Other Instructions			
匯款 / 轉賬金額 Remittance/Transfer Amount	貨幣 CCY	金額 Amount	
匯款 / 轉賬金額支賬賬號: Debit Account for Remittance/Transfer Amount:			
銀行費用(匯款)支賬賬號: Debit Account for Bank Charges (Remittance):			
匯款費用付費方法 Remittance Bank Charges Option	<input type="checkbox"/> 各自承擔 Each party bears its own costs (SHA)	<input type="checkbox"/> 申請人 Applicant (OUR)	<input type="checkbox"/> 收款人 Beneficiary(BEN)

\*\* ( 丙部和丁部只可選用其中一項服務 (✓) Can only choose one of the services from Part C and Part D )

丙部 Part C - 銀行內部轉賬 Account Transfer within the Bank			
<input type="checkbox"/> 收款轉賬貨幣及金額 Transfer Currency & Amount	貨幣 CCY	金額 Amount	
收款人 Beneficiary			
收款人賬號 Beneficiary Account No.			
收款賬戶貨幣 Beneficiary Currency			

丁部 Part D - 匯款 Remittance		
匯款方法 Payment Method	<input type="checkbox"/> 電匯 Telegraphic Transfer	<input type="checkbox"/> 本地匯款 Local Remittance
匯款代理行資料 Intermediary Bank		
代收銀銀行名稱及地址 Name & Address of the Beneficiary Bank	銀行代碼/銀行編號 SWIFT Code / CHATS Bank Code:	
收款人名稱及地址 Name & Address of Beneficiary		
收款人賬號 Beneficiary account no.		
對收款人附言 Message to Beneficiary		
匯款用途 (必須填寫) Purpose of Remittance (required)		

\*本人(匯款人)確認已閱讀、明白及同意「匯款及轉賬申請書」及「賬戶持有人條款」(條款來源: <https://hk.dongguanbank.cn>)所規定之條款(包括其後對該等條款之任何修訂、增補及/或替代條款)約束, 並接受及承擔匯款/轉賬風險。\*I (the Remitter) confirm that \*I have read, understand and agree to be bound by the terms and conditions stipulated in the 「Application for Outward Remittance and Fund Transfer」 and the 「General Conditions for Accounts and Services」 (Source: <https://hk.dongguanbank.cn>) (including any of the subsequent amendments, supplements, and/or replacements of such terms and conditions), and accept and assume the risk of the remittance/fund transfer.

客戶簽署 Signature(s) of Customer

S.V.

X \_\_\_\_\_

請用留存本行印鑑/署名簽署 Please use signature(s)/chop(s) filed with the Bank

註 Note:

**銀行內部轉賬 Account Transfer within the Bank**

除非本行另行公佈或修訂《賬戶持有人條款》，否則客戶可透過填寫丙部表格進行銀行內部轉賬。下列條款適用於丙部轉賬服務：

Unless otherwise announced or amended by the Bank pursuant to the General Conditions for Accounts and Services, the Customer may effect account transfer within the Bank under Part C by completing this form and the following applies to the services under Part C:

- 轉賬金額一般到達收款人所需時間: [即日]  
When the Transfer Amount will usually reach the Beneficiary: [Same day]
- 適用的匯率基準: [銀行匯率或與客戶經理協商]  
Basis of exchange rate applied: [Bank exchange rate or negotiation with relationship manager]
- 需要支付的手續費及/或收費詳情: [參閱銀行服務費用]  
Commission and/or charges payable to the Bank: [Refer to the bank service charges]

**匯款 Remittance**

除非本行另行公佈或修訂《賬戶持有人條款》，否則客戶可透過填寫丁部表格進行匯款。下列條款適用於丁部匯款服務：

Unless otherwise announced or amended by the Bank pursuant to the General Conditions for Accounts and Services, the Customer may effect remittance under Part D by completing this form and the following applies to remittance under Part D:

- 匯款金額一般到達收款人所需時間: [1 至 4 個工作天，視當地情況而定]  
When the Remittance Amount will usually reach the Beneficiary: [1 to 4 working days, depending on local conditions]
- 適用的匯率基準: [不適用]  
Basis of exchange rate applied: [Not applicable]
- 需要支付的手續費及/或收費詳情: [參閱銀行服務費用]  
Commission and/or charges payable to the Bank: [Refer to the bank service charges]
- 其他跨境匯款的手續費及/或收費詳情: [參閱銀行服務費用]  
Details of other commission and/or charges for cross-boundary remittance: [Refer to the bank service charges]

(中英文義如有歧異，請以英文本為準。The English version shall prevail if there is a discrepancy between the English & Chinese versions.)

**條款**

本匯款及轉賬條款及賬戶持有人條款適用於向銀行提出要求以使用銀行提供的匯款服務，包括電匯、透過即時支付結算系統或快速支付系統處理的轉賬的任何人士（「匯款人」），當匯款人要求銀行進行任何匯款或使用銀行匯款服務即代表匯款人已同意受下列條款約束。

- 倘因下列情形而引致之任何損失，包括：款項交付或通知延誤；電報或任何與本申請有關的文件在寄發或傳送途中所發生錯誤、殘缺、遺漏、中斷或延誤；銀行的通訊員、代理人或員工之行為及其他難以控制之事故，銀行無須承擔任何責任。
- 在銀行決定的某些情況下，在匯款匯出前，銀行可要求匯款人以電話確認此匯款申請。如銀行未能獲得上述的確認，銀行可拒絕此匯款申請（在此情況下銀行有絕對酌情權決定如何處置有關匯款申請）；銀行為拒絕或因此延遲行事無須負任何責任。為免生疑問，銀行對匯款人或任何第三方因（a）銀行執行申請，（b）執行不當、延遲執行或不執行任何申請而蒙受的任何損失、責任或費用概不負責。
- 若銀行認為存在以下情況，銀行保留權利不處理有關匯款或使之不生效，並且不對該處理匯款的任何延誤或不處理匯款的決定承擔任何責任：
  - (a) 匯款人作出匯款的賬戶中沒有足夠相關貨幣的已清算資金；
  - (b) 本申請中提供的資料不完整、不準確、不適當或不夠清晰；
  - (c) 本申請或處理有關匯款會觸犯任何適用的法律、條例、守則、指引或法庭命令。
- 銀行保留權利，以電匯、即時支付轉賬或轉數快的轉賬方式發動有關匯款。
- 在不影響上述條款 4 的前提下，若香港銀行同業結算有限公司（連同其繼承人及受讓人統稱「結算公司」）的任何結算系統發生故障或操作失常，包括但不限於即時支付結算系統 / 結算所自動轉賬系統及快速支付系統，或匯款人所填寫的參與者並非即時支付結算系統 / 快速支付系統的參與者，匯款人授權銀行在無須事先通知匯款人的情況下透過匯款或銀行認為合適的其他方式將此筆匯款項存入收款人（「收款人」）賬戶，並同意該交易受相關條款細則約束。
- 若銀行於有關結算機構的交收戶口在處理匯款或使之生效時沒有足夠資金，有關匯款有可能會延誤或取消。銀行對處理匯款的任何延誤或取消概不負責。
- 銀行有絕對及不可動搖的權力在任何國家 / 地區委任其認為合適的任何一間或多於一間代理銀行，以就有關匯款通知收款人或完成匯款予收款人或處理與匯款有關的任何其他事項。銀行將不會為任何該等代理銀行的錯漏、疏忽、失責、延誤、遺漏、清盤或結業而負上任何責任。銀行及其任何代理銀行無須就第三方、政府或監管機構、市場干擾或任何超出銀行或其任何代理銀行控制的事件或原因所引致的任何損失負上責任，亦無須對收款人支付或不支付匯款，對收款人作出匯款通知，或向收款人或任何銀行的代理銀行發出的任何文件、信件、電報的延誤或所造成的任何損失負上責任。銀行或任何銀行的代理銀行就匯款所採取的任何行動、程序或其他步驟，如在善意及遵照任何司法管轄區適用的任何法律、習慣或條例的情況下執行，將對匯款人員約束力，而銀行或任何銀行的代理銀行將不會因此對匯款人負上任何責任。
- 銀行有絕對及不可動搖的權力以其認為適當的做法，指定每項匯款金額的上限。若匯款額超越指定上限，銀行有權拒絕任何申請，且銀行無須對匯款人或任何其他人士負責。如有關或拒絕申請而他們可能引致或蒙受的任何種類的損失、損害或開支。
- 除非另有指明，銀行的代理銀行、中轉機構、結算機構及 / 或收款機構（統稱「代理機構」）收取的一切費用將由收款人支付並從匯款金額中扣除。如匯款人要求由其支付有關費用，銀行會將此要求直接或間接通知代理機構，但收款人能否全數收取匯款，則受有關代理機構的慣例限制，並非銀行所能控制。此外，銀行有權從匯款人收取代理機構及其代理人之相關費及銀行的額外處理費用。
- 如匯款需要在某個指定日期處理，匯款人必須在此匯款申請指明該日期為匯款的生效期，惟銀行有絕對及不可動搖的酌情權決定是否接受載有任何指定匯款生效日期的申請，如銀行接受該申請的話，銀行將不會因超出銀行或其代理機構控制的事件或原因，使收款人或收款銀行未能在指定之生效日期收取匯款，而可能引致匯款人及 / 或收款人及 / 或任何其他人士之損失或損害負上任何責任。銀行亦無須就收款銀行支付收款人的時間或其未有如此支付時負責，亦無須負責向收款銀行追討任何款項。其中，如生效日期與匯款申請被接納或視為被接納之日為同一日，由於匯款會受（連同其他事項）收款地區的載數時間及能否使用有關服務所限制，有關服務包括但不限於有關貨幣的結算系統及代理及 / 或收款銀行所在國家的結算系統，故銀行並不保證收款機構或收款人可以在匯款申請被接納或視為被接納之同一日收到匯款。
- 當銀行接受了電匯或即時支付轉賬的申請後，除非得到銀行書面同意，否則該等申請不可被取消、更改或撤回。在決定是否接受任何匯款人取消該申請的要求時，銀行可以考慮（連同其他事項）是否已經就匯款已被穩定暫停及取消接獲其代理機構令人滿意的確認。假若銀行同意取消匯款，匯款人將受下列的條款及銀行附加的任何其他條款所約束：
  - (a) 匯款人需承擔銀行及 / 或有關代理機構同意及 / 或考慮同意取消匯款而產生的任何費用及開支，而該等由銀行最終決定之費用及開支將從退回予匯款人的款項中扣除或從原先扣賬的銀行賬戶。
  - (b) 退款的金額將按銀行在處理退款當時的買入價計算。
  - (c) 除非另已得到銀行同意，否則退款金額將存入原先扣賬的銀行賬戶。
- 就轉數快而言，當匯款人確認匯款詳情並向銀行發出指示時，該指示及按其進行的交易屬最終及不可撤銷，並對匯款人具有約束力。
- 除非本條款另有註明，否則匯款人須將此申請相關的所有費用償還銀行，銀行亦可以從匯款人在銀行的任何賬戶中扣除任何該等款項。
- 匯款人單獨負責所提供資料的準確性及完整性（包括但不限於賬戶號碼或就轉數快而言，結算公司接受且與賬戶關聯的相關識別代號），銀行無須對檢查或核對該等資料負責。如客戶所提供的任何資料有任何不準確、遺漏或不完整，而導致任何損失或損害，概由匯款人負責；對於顧客所提供的任何資料有任何不準確、遺漏或不完整，導致銀行或結算公司作出任何不正確的付款或轉賬，匯款人須確保銀行免受損失。
- 凡向收款人或匯款指示的交易對方發出會被顯示的備註或訊息，匯款人應涵蓋該等收款人或交易對方的名稱或其他資料，以防止任何個人資料或機密資料在未經授權的情況下被展示或披露。
- 即使存在本文其他條款，就匯款人或任何其他人士有關或因使用銀行匯款服務，或處理或執行匯款人的指示或要求，而可能引致或蒙受的任何種類的損失、損害或費用（包括但不限於任何有關或因匯款人未遵守有關其在此申請項下的責任，及 / 或因任何結算系統或超出銀行控制以外的其他情況而引致的延誤、無法使用、中斷、錯誤或故障），銀行無須負責。在任何情況下，就任何利潤損失或任何特別、間接、附帶、相應而生或懲罰性損失或損害賠償（不論是否可預見或可能招致），銀行及銀行人員、僱員及代理均無須對匯款人或任何其他人士負責。
- 就匯款人指示或賬戶、匯款人給銀行的任何傳輸，或提供給匯款人的任何服務而引致的任何申索、責任、損失或開支，以及因行使或執行銀行權利（包括從匯款人追討金額等）所產生的所有開支（包括法律費用），匯款人須向銀行及銀行人員、僱員及代理（或任何一人）作出彌償及使其免受損失。
- 就匯款人違反本條款及細則註明或引用的任何條款及細則，或違反適用於賬戶、服務或交易的條款、細則及規條，或匯款人的任何行為或遺漏所引致的任何申索、責任、損失或開支，以及匯款人的指示或服務而引致的任何稅項或徵收額，匯款人須向銀行及銀行人員、僱員及代理（或任何一人）作出彌償並使該等人士免受損失。
- 銀行具有絕對酌情權決定是否接受此申請。
- 本條款須附加於且不限制銀行與匯款人之間的任何其他條款或細則。若本條款任何條文或任何部份失效，所有其他條文仍具有十足效力及作用。
- 匯款人不可加入匯款人予收款人前需要符合的附帶條件，因銀行或收款銀行不能接受確 保該等條件是否已獲遵從的責任。
- 銀行無須通知匯款人有關收款國當地法律或規例所實施之外匯管制或其他類似限制，亦無須因為該等管制及限制而引致的任何損失或延誤負上任何責任。匯款人應自行查詢有關之管制或限制。
- 有關匯款之一切通訊，銀行可用文字或密碼發出；而銀行將不會由於銀行之代理行錯誤翻譯或理解該等通訊而負上任何責任。
- 在銀行絕對的酌情權認為需要的情況下，銀行有權在匯款人在申請表背頁所指定的不同地點支付匯款。
- 除非匯款人另有相反指示，匯款將以付款國之貨幣交付。

- 26) 若銀行未能提供確定的匯率報價，銀行則以臨時匯率辦理兌匯，並在確知實際匯率時作調整。任何臨時匯率與實際匯率間之差額，得在匯款人之賬戶中扣除或歸還(視當時情況而定)。
- 27) 本人/吾等(匯款人)授權銀行披露、提供及透露任何匯款人的資料到:
- 任何已或將會與銀行建立業務關係的任何其他的銀行、金融機構、代理人、信貸提供之公司、服務供應商或裁判商;
  - 任何監管機構、政府機關(包括稅務機關);
  - 任何其他對銀行有保密責任的人士，包括銀行的總行及/或銀行的集團公司; 及
  - 任何其他人士，目的為遵從任何影響或約束銀行或銀行的總行的法律、條例或指示。儘管資料接收人位於香港以外或有關資料會在披露後由接收人在香港以外收集、處理或利用，銀行可向上列之人士披露資料。對於已收集、保存或使用的任何符合個人資料(私隱)條例內個人資料定義的資料，銀行將會嚴謹地遵循該條例內的條款。
- 28) 因遵守代理銀行或轉銀行當地監管要求或法律或規則而就任何申請項下之任何資金作出之查詢或調查或扣押之情況下，本人/吾等(匯款人)在此同意及承諾於匯款前及後就任何申請向銀行提供所要求及須要之所有資料及文件。本人/吾等(匯款人)在此授權及同意銀行披露本人/吾等個人數據及所有與任何申請有關的資料予任何第三方以進行業務及遵守當地法律及規則包括但不限於防止洗黑錢或防止罪行、恐怖主義及逃稅，及儘管資料接收方之營業地方是在香港以外地方或該等數據及資料於披露後將被該接收方在香港以外之地方收集、持有、操作或供用。本人/吾等(匯款人)亦在此授權及同意銀行有絕對酌情權終止及逆匯及相矣賬戶入數或採取其他行動。為免生疑問，因上述事宜導致任何申請延誤或不完整或失敗，銀行無須承擔本人/吾等或任何第三方所招致之損失、責任或費用。本人/吾等(匯款人)進一步同意及承諾賠償銀行(以完全彌償基準)所有因書或基於任何申請而招致之所有債務、損害、支付、賠償、請求、索賠、支出和費用(包括律師費)、法律行動、訴訟及其他後果(由銀行的故意行為或欺詐導致除外)。
- 29) 如該匯款是跨境匯款至中國大陸，本人於此聲明: (i) 該匯款是符合中國大陸所有有關及適用的規則及要求; (ii) 該匯款可能需要獲得內地有關當局的批核，否則內地有關當局或內地銀行可能拒絕有關的對外匯款及可能涉及相關費用。
- 30) 若此等條款之中英文本有任何差異，概以英文本為準。

#### Conditions

These Conditions for Remittance and the General Conditions of Accounts and Services ( "T&C" ) apply to any person (the "Remitter" ) who has requested the Bank for use of, or made use of, the Bank's remittance services, including Telegraphic Transfer, fund transfer through Real Time Gross Settlement system ( "RTGS/CHATS" ) and/or fund transfer through Faster Payment System. By requesting the Bank to make any remittance, or by using the Bank's remittance services, the Remitter hereby agrees to be bound by the following conditions.

- It is clearly understood that the Bank will not be liable for any loss or damage due to delay in payment or in giving advice of payment; error, omission, mutilation, interruption or delay in transmission of any item in connection with the application made hereunder; or the actions of the Bank's correspondents, agents or staff, or any act or event beyond the Bank's control.
- The Bank may, under circumstances determined by the Bank, require from the Remitter confirmation of the application by means of telephone before acting on the same. The Bank may refuse to act on the application in the absence of such confirmation (in which event the Bank shall have the absolute discretion to determine the disposal of the relevant application), without responsibility or liability on the Bank for any such refusal or delay in so acting. For avoidance of doubts, the Bank shall not be liable for any losses, damage, liabilities or costs suffered or incurred by the Remitter or any third party as a result of (a) the Bank's executing the application, (b) the improper execution, delayed execution or non-execution of any application.
- The Bank reserves the right not to process or effect the remittance, and shall not be liable for any delay in processing the remittance or for its decision in not processing the same, if the Bank is of the opinion that:
  - there are insufficient cleared funds in the relevant currency in the Remitter's account from which the remittance is to be made;
  - the information given in this application is incomplete or has not been accurately or properly provided or is not sufficiently clear;
  - this application or processing of the remittance would be a breach of any applicable law, regulation, code or guideline or court order.
- The Bank reserves the right to effect the remittance either as Telegraphic Transfer, RTGS/CHATS or FPS.
- Without prejudice to Clause 4 above, in the event of breakdown or malfunction of any clearing system of the Hong Kong Interbank Clearing Limited (together with its successors and assigns, "HKICL" ) including but not limited to RTGS/CHATS and Faster Payment System, or the participant indicated by the Remitter is not a direct participant of RTGS/CHATS or a participant of the Faster Payment System, the Remitter authorizes the Bank to, without first notifying the Remitter, deposit the remittance amount to the account of the beneficiary of the remittance (the "Beneficiary" ), via remittance or other means as the Bank thinks fit and further agrees that such transaction is governed by the relevant terms and conditions.
- The remittance may be delayed or cancelled in the case where there are insufficient funds in the Bank's settlement account with the relevant clearing institutions at the time when the remittance is processed or effected. The Bank is not responsible for any delay or cancellation in processing the remittance.
- The Bank shall have the absolute and unfettered discretion to appoint any one or more correspondents in any countries/regions as it may consider appropriate in advising the remittance to the Beneficiary or in effecting the remittance to the Beneficiary or in relation to any other matter in relation to the remittance. The Bank shall not be responsible for any error, neglect, default, delay, omission, insolvency or failure in business of any such correspondents. Neither the Bank nor the Bank's correspondents shall be responsible for any delay in payment or non-payment of the remittance to the Beneficiary, in advising the remittance to the Beneficiary or in the transmission or delivery of any item, letter, telegram or cable to the Beneficiary or any of the Bank's correspondents or be liable for any loss, in each case, caused by a third party, government or regulatory body, market disruption or any event or cause beyond the control of the Bank or any of the Bank's correspondents. Any action process or other step taken by the Bank or any of the Bank's correspondents in connection with the remittance, if in good faith and in conformity with any applicable laws, customs or regulation of any jurisdiction, shall be binding on the Remitter and shall not place the Bank or any of the Bank's correspondents under any liability to the Remitter.
- The Bank shall have the absolute and unfettered discretion to designate a limit for the amount of each remittance in such manner as it may consider appropriate. The Bank shall have the right to reject any application if the remittance amount exceeds the designated limit and the Bank shall not be liable to the Remitter or any other person for any loss, damage or expense of any kind which the Remitter or any other person may incur or suffer, arising from or in connection with such rejection.
- Any charges imposed by the Bank's correspondents, intermediary institutions, clearing institutions and/or the beneficiary institutions (collectively the "Correspondent Institutions" ) are for the account of the Beneficiary and deducted from the proceeds of the remittance unless specified otherwise. Where the Remitter has requested to pay such charges by itself, the Bank will communicate such request to the Correspondent Institutions directly or indirectly but whether the Beneficiary can receive the full amount of remittance will depend on the practice adopted by the Correspondent Institutions, which is beyond the Bank's control. The Bank is entitled to collect the related charges of Correspondent Institutions and agents, plus extra handling charge of the Bank from the Remitter.
- If payment of the remittance is to be processed on a particular date, the Remitter shall state such date as the value date on this application, provided always that the Bank shall have the sole and unfettered discretion whether to accept any application with a stated value date and if it so accepts, the Bank shall not be liable for any loss or damage incurred by the Remitter and/or the Beneficiary and/or any other party if the payment is not received by the Beneficiary or the beneficiary institution on the stated value date by reason of any event or cause beyond the control of the Bank or any of the Bank's correspondents, and nor shall the Bank be responsible as to when the beneficiary institution pays the Beneficiary or if it fails to do so, or to recover payment from it. In particular, if the value date is stated as the same day on which the application is accepted or deemed to be accepted, the Bank shall not warrant that the beneficiary institution or the Beneficiary will receive the remittance on the same day of the date of acceptance or deemed acceptance of the application as the remittance will be subject to, inter alia, the cut-off time relating to the geographical location of destination of the remittance and the availability of the relevant services including (but not limited to) the availability of the clearing system of the currency and country of the correspondent and/or destination banks.
- The application for Telegraphic Transfer or RTGS/CHATS, once accepted by the Bank, may not be cancelled, amended or revoked unless the Bank agrees in writing. In considering whether to accept any request by the Remitter for cancellation of such application, the Bank may take into account, inter alia, whether it has received satisfactory confirmation from its correspondents that the remittance has been duly withheld and cancelled. In case the Bank agrees to cancel the remittance, such agreement will always be subject to the following conditions and any other additional conditions as the Bank may impose:
  - The Remitter shall be liable for any costs and expenses incurred by the Bank and/or the relevant Correspondent Institutions in giving and/or considering to give effect to the cancellation and such costs and expenses, as conclusively determined by the Bank, shall be deducted from the amount to be refunded to the Remitter, or the account from which the remittance amount was debited.
  - The amount of refund shall be calculated at the Bank's current buying rate for the currency of the relevant remittance at the time of refund.
  - Unless otherwise agreed by the Bank, the amount of refund shall be credited to the account from which the related remittance amount was debited.
- For any FPS, once the Remitter confirms the details of a remittance and submits instruction to the Bank, such instruction and any resulting transaction is final, irrevocable and binding on the Remitter.
- Unless otherwise specified therein, the Remitter shall reimburse the Bank all the expenses relating to this application and the Bank may deduct any such expenses from any of the Remitter's accounts with the Bank.
- The Remitter shall be solely responsible for the accuracy and completeness of all information provided (including but not limited to the account number or the Proxy ID in respect of the FPS accepted by HKICL associated with an account) and the Bank shall not be responsible for checking or verifying the same. The Remitter shall be solely liable for any losses or damages caused by any inaccuracies, omissions or incompleteness of any information provided by the customer and shall hold the Bank harmless from any incorrect payment or transfer effected by the Bank or HKICL due to any inaccuracies, omissions or incompleteness of any information provided by the customer.
- In sending remarks or messages to be displayed to Beneficiaries or counterparties of the remittance instructions, the Remitter should mask the name or other data of such Beneficiaries or counterparties to prevent unauthorized display or disclosure of any personal data or confidential data.
- Notwithstanding to any provision hereto, the Bank is not liable for loss, damage or expense of any kind which the Remitter or any other person may incur or

- suffer arising from or in connection with the use of the Bank's remittance services or the processing or execution of instructions or requests given by the Remitter (including but not limited to any loss, damage or expense arising from or in connection with the Remitter's failure to comply with his/her/its obligations relating to this application and/or any delay, unavailability, disruption, failure error of or caused by any clearing system or arising from any circumstances beyond the Bank's control. In no event will the Bank, its officers, employees and agents be liable to the Remitter or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).
- 17) The Remitter shall indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against any claim, liability, loss or expense arising from the Remitter's instructions or accounts, any transmission from the Remitter to the Bank, or the provision of any service to the Remitter, and against all expenses (including legal fees) incurred in the exercise or enforcement of the Bank's rights including in recovering sums from the Remitter.
  - 18) The Remitter shall indemnify the Bank and the Bank's officers, employees and agents and hold each of them harmless against any claim, liability, loss or expense arising from any breach by the Remitter of the terms and conditions stated herein or referred to or the terms, conditions or rules applicable to an account, service or transaction, any act or omission on the Remitter's part, and any tax or levy, arising from the Remitter's instructions or a service.
  - 19) This application shall be subject to acceptance by the Bank at its absolute discretion.
  - 20) The conditions herein contained shall be in addition to and shall not prejudice by other agreement(s) or terms and conditions between the Bank and the Remitter, if any provision or part of these conditions shall be invalid, all other provisions shall remain in full force and effect.
  - 21) Remitter may not include conditions to be satisfied before payment can be released to the Beneficiary as neither the Bank nor beneficiary institution will accept responsibility for ensuring such conditions are satisfied.
  - 22) The Bank is not responsible to advise the Remitter of any foreign exchange control or other similar restriction which may be imposed by the laws or regulations of the country where payment of the remittance is to be effected and shall not be liable for any loss or delay resulting from such control and restriction. The Remitter is advised to make his own enquires as to any such control or restriction.
  - 23) The Bank may send message(s) relating to the remittance either in text or in cipher and shall not be liable for any misinterpretation of the messages, or any part thereof, by any of the Bank's correspondents.
  - 24) The Bank may make payment of the remittance at a place different from that specified by the Remitter in the application form overleaf if the circumstances, in the Bank's sole and absolute discretion, so require.
  - 25) In the absence of any instructions of the Remitter to the contrary, payment of the remittance will be effected in the currency of the country in which the payment is actually made.
  - 26) Where the Bank is unable to provide a firm exchange rate quotation the Bank shall effect the remittance on the basis of a provisional exchange rate which shall be subject to adjustment when the actual exchange rate is ascertained. Any difference between the provisional rate and the actual rate shall be debited/credited (as the case may be) to the Remitter's account.
  - 27) I/We (the Remitter) authorize the Bank to disclose, provide and divulge any of my/our information to:
    - a) any other banks, financial institutions, agents, credit providing companies, service providers or contractors who have established or will establish any business relationship with the Bank;
    - b) any local or foreign judicial, administrative, public or regulatory body, any government, any Tax Authority, court, central bank or law enforcement agency and any of their agents with jurisdiction over any part of the Bank's Head Office and/or a group company of the Bank;
    - c) any other person under a duty of confidentiality to the Bank, including the Bank's Head Office and/or a group company of the Bank; and
    - d) any other persons for the purposes of being in compliance with any laws, regulations or directions affecting or binding on the Bank or its Head Office. The Bank may disclose data to any of all the parties stated above and may do so notwithstanding that the recipient's place of business is outside Hong Kong or that such information following disclosure will be collected, held, processed or used by such recipient outside Hong Kong. The Bank shall adhere strictly to the provisions of the Personal Data (Privacy) Ordinance in so far as the data collected, maintained or used are personal data as defined in that Ordinance.
  - 28) In the event any of the funds under any application is under enquiry or investigation or sequestered by correspondent banks or intermediate banks in compliance with their local regulatory requirements or laws or regulations, I/We (the Remitter) hereby agree and undertake to provide the Bank with all information and documents so requested and required for any application both before and after the remittance. I/We (the Remitter) hereby authorize and consent that the Bank may disclose my/our personal data and all information related to any application to any third parties for conducting the business and complying with the local laws and regulations including but not limited to anti-money laundering, or preventing crime, terrorism and tax evasion and may do so notwithstanding that the recipient's place of business is outside Hong Kong or such data and information following disclosure will be collected, held, processed or used by such recipient outside Hong Kong. I/We (the Remitter) hereby also authorize and consent that the Bank may, in its sole and absolute discretion, terminate and reverse the remittance and related account entries or take such other actions. For avoidance of doubt, the Bank shall not be liable for any losses, damages, liabilities or costs suffered or incurred by me/us or any third party as a result of any delay or incomplete or failure of any application due to any of the above-mentioned matters. I/We (the Remitter) further agree and undertake to indemnify the Bank (on a full indemnity basis) against all liabilities, losses, payments, damages, demands, claims, expenses and costs (including legal fees), proceedings, actions and other consequences which the Bank may suffer or incur under or in connection with any application (except caused by the Bank's willful misconduct or fraud).
  - 29) If the remittance is a cross-border remittance to mainland China, I hereby declare that: (i) the remittance adheres to all relevant and applicable rules and requirements of mainland China; (ii) approval from the relevant Mainland authorities may need to be obtained, otherwise the remittance may be rejected by the Mainland authorities or Mainland banks and charges maybe incurred.
  - 30) The conditions herein contained are written in English and Chinese. In case of conflict, the English version shall prevail.