

## Telegraphic Transfer - Terms And Conditions

The application of Telegraphic Transfer (the "Application") is made subject to the following terms and conditions:

1. United Overseas Bank Limited, Hong Kong Branch (incorporated in Singapore with limited liability) (the "Bank") may use without liability for their acts or defaults, any correspondent or agent to effect a Telegraphic Transfer Payment (the "Transaction"). All references to "correspondent or agent" in these Terms and Conditions shall include any of the Bank's branches.
2. Unless otherwise agreed by the Bank, all payment instruction is not revocable. Unless payment in a different currency is allowed by the country where the Transaction is payable to, payment is to be made in the currency of the country where the Transaction is made payable at the buying rate of exchange of the Bank's correspondent or agent.
3. Correspondent or agent charges for Telegraphic Transfers will be for the beneficiary's account unless otherwise specified.
4. The Transactions are subject to the rules and regulations and market practices of the country of payment. The Bank and/or its correspondents or agents shall not be liable for any loss or delay caused by any such rules and regulations or market practices.
5. Refunds of the Transaction will be made only after the Bank receives confirmation from its correspondent or agent that the funds transferred are at the Bank's free disposal. Refunds are made subject to payment of the Bank's charges and expenses and at the Bank's prevailing buying rate for that currency. Refunds will be made in Hong Kong Dollars ("HKD") or in the currency which the Transaction was effected. If there is no market in Hong Kong for such currency, the Bank is entitled to refund the Applicant in HKD.
6. The Applicant shall ensure the accuracy and completeness of the information provided by it to the Bank. The Bank will not validate the accuracy of the beneficiary's account number and beneficiary's name as this information is not available to the Bank.
7. Neither the Bank nor any of its correspondents or agents shall be liable for any loss or damage whatsoever due to:
  - i. omission of any information, or erroneous or incomplete information having been given to the Bank;
  - ii. unavailability of good funds or insufficient funds;
  - iii. omission or rejection, delay or fault of any kind in the Transaction, or in any messages, or in any advice or instructions by mail, facsimile, telegraph, cable, message or signals;
  - iv. delay or error in or failure in locating or identifying the beneficiary;
  - v. refusal or inability of the Bank's correspondent or agent to effect payment by reason of any law, regulations, guidelines, court orders, directives, act or decree of any government or regulatory authorities;
  - vi. any other cause or reason whatsoever beyond the Bank's and its correspondents' or agents' control.
8. The Applicant consents to the Bank, its officials, employees, correspondents, agents, agent banks, any third party service providers or financial institutions and any payees or authorities, disclosing or transferring or exchanging any information regarding the Applicant's particulars, the Application, the subject matter thereof and the Applicant's accounts and affairs between the Applicant with the Bank and all other details or information relating to this Application (including but not limited to the Applicant's name, account number/unique reference number, address, unique identification number and/or date and place of birth) as the Bank shall deem appropriate for the purpose of processing the transaction and any investigation relating to the Application made herein, any transaction connected therewith and/or towards compliance with law, regulations, guidelines, directives and/or such other requirements of regulatory authorities.
9. The Bank reserves the right to reject the Application without having to furnish any reason for doing so.
10. The Bank reserves the right to revise any charges from time to time without prior notice. For the latest service charges of the Bank, please refer to the Bank's website at [www.uobgroup.com/hk](http://www.uobgroup.com/hk).
11. The Bank reserves the right to add, alter, vary and modify any or all of these Terms and Conditions at any time at its discretion without any notice.
12. This application is governed by and shall be construed in accordance with the laws of Hong Kong SAR and we agree to submit to the non-exclusive jurisdiction of the Hong Kong courts.
13. In relation to the Transaction, there may occur an event relating to specific laws, sanctions orders, directives and regulations imposed and enforced against certain jurisdictions, individuals or entities by the United Nations, the United States of America, the European Union or other governmental authorities, where under these measures, the Bank and any other parties may be unable to proceed with the Transaction which may involve a breach of these laws, sanctions orders, directives and regulations. In this regard, the Applicant agrees that the Bank is not liable or responsible for any liability, loss, damages, costs, charges and/or expenses arising out of or in relation to the occurrence of such an event.
14. For any Transaction in the currency of Euro remitting to European Union and European Economic Area, the Applicant must provide the beneficiary bank's SWIFT code (BIC) and beneficiary's account number in International Bank Account Number (IBAN) format.
15. In relation to any Transactions in Renminbi ("RMB") or in relation to any RMB services (including, without limitation, any inward and outward RMB Telegraphic Transfers and/or any remittance to and from the People's Republic of China (the "PRC")), the Applicant agrees that:
  - i. each such Transaction is at all times subject to the procedures specified by the Bank from time to time and the Applicant shall at all times fully comply with any law, regulation or order, or any guideline, notice, restriction or the likes issued by any relevant governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation, clearing or settlement bank or body, exchange or professional body in Hong Kong, or PRC or elsewhere;
  - ii. for Transaction or remittance to PRC, the purpose of payment and beneficiary bank's CNAPS code must be provided in the Application;
  - iii. all documents required by the Bank shall be provided to the Bank; and
  - iv. it fully understands and acknowledges: (a) the risks that may be involved in the exchange and conversion of RMB (including, without limitation, exchange rate risk); (b) that RMB is currently not freely convertible and conversion of RMB is subject to restrictions, policy and/or regulatory requirements (which are subject to changes from time to time without notice) imposed from time to time, and the Applicant shall be solely liable for any liability, loss, damage, cost, charge and/or expense resulting therefrom or otherwise in connection therewith.

If there is any inconsistency between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

## 電匯 - 條款及細則

電匯申請（「本申請」）乃根據以下條款及細則處理。

1. 大華銀行香港分行（於新加坡註冊成立的有限公司）（「本行」）可能使用任何往來銀行或代理執行電匯支付（「本交易」）而毋須就其行為或過失負責。本條款及細則內所指之「往來銀行或代理」應包括本行任何一間分行。
2. 除非本交易獲得本行之協定否則不可撤銷。除非本交易之應付國家允許以另一貨幣支付，款額將以接收本交易之國家的貨幣支付，匯率按本行往來銀行或代理之買入價計算。
3. 除非特別注明，往來銀行或代理電匯收費將向受益人帳戶收取。
4. 此等交易須符合支付款項所在國家之規例、規則及市場慣例。本行及 / 或其往來銀行或代理毋須就任何由此等規例、規則或市場慣例所導致之損失或延誤承擔責任。
5. 本行只會於獲得往來銀行或代理確認已傳送的款項可由本行自行處置後，才會就本交易作出退款安排。退款須按照本行的收費及費用和該貨幣在本行的現行買入價計算支付。退款將以港元或本交易執行時所採用的貨幣進行支付。如有關貨幣在香港並無市場，則本行有權以港元向申請人作出退款。
6. 申請人須確保其所提供的全部資料之準確性及完整性，本行並不對因申請人提供的資料的任何錯誤、遺漏或不完整而引起之任何損失或索償負責任何責任。
7. 本行或其任何往來銀行或代理均毋須為由下述原因所引起之損失或損害承擔責任：
  - i. 交予本行之資料錯漏、錯誤或不完整；
  - ii. 款項不足；
  - iii. 本交易或任何經郵遞、傳真、電報、電傳、訊息或訊號傳送之訊息或指示或通知中的任何遺漏、延誤或過失；
  - iv. 找出或確認受益人時出現延誤或錯誤，或未能找出或確認受益人；
  - v. 本行的往來銀行或代理因為任何監管機關或政府機構之任何法律、規定、法令、法案或判令而拒絕或無法執行支付；
  - vi. 任何超出本行及其往來銀行或代理控制範圍以外之其他原因或理由。
8. 申請人同意，本行、其高級人員、僱員、往來及代理銀行、任何第三者服務供應商或金融機構及任何收款人或監管機構可在本行應為合適的情況下，就本申請、任何與本申請相關的交易及 / 或為符合法律、法規、指引、指示及 / 或其他由監管機關提出的要求而作出的任何調查，披露、轉移或交換有關申請人詳細資料、本申請、本申請主旨，以及申請人的帳戶及事務的任何資料（包括但不限於申請人姓名、帳號 / 獨有參考編號、地址、獨有識別號碼及 / 或出生日期及地點）。
9. 本行保留在毋須提供任何理由的情況下拒絕本申請之權利。
10. 本行保留毋須事先通知而不時修訂任何收費之權利。有關本行最趨時之服務收費，請參閱本行網頁 [www.uobgroup.com/hk](http://www.uobgroup.com/hk)。
11. 本行保留在不發出事先通知的情況下，隨時酌情就本條款及細則之任何或全部條文進行增補、更改、變更及修改之權利。
12. 本申請受香港特別行政區之法律規範並依據相關法律解釋，且我們同意遵從香港法院的非專屬司法管轄權。
13. 就本交易而言，當中有可能涉及有關聯合國、美國、歐盟或其他政府當局向某些司法管轄區、個人或實體施行和強制執行的特定法律、制裁、指令、指示和規則的事件。在此等措施下，由於本交易可能涉及違反此等制裁與規則，本行及任何其他各方可能無法繼續進行本交易。就此等情況而言，申請人同意本行毋須就任何因此類事件出現而產生或與之相關之損失、損害、成本、收費及 / 或費用承擔責任。
14. 所有選取歐盟國家及歐洲經濟特區為目的地之歐元匯款申請，除需要提供 SWIFT 代碼(BIC) 外，並需提供符合正確 IBAN 格式的「收款人戶口號碼」。本行毋須就任何人因該等被拒收、退回及 / 或延遲引致的任何損失或損害承擔任何責任。
15. 如本交易貨幣為人民幣而言或任何有關人民幣服務之協議範圍內(包括但不限於任何人民幣匯款及或任何以中國為目的地之匯款)，申請人同意：
  - i. 此等交易須完全符合監管機關、政府機構、清算或結算行所發佈之任何法律、規定、法令、指引、通知或類似規定；
  - ii. 所有選取中國內地為目的地之匯款申請需在申請中提交匯款目的與收款銀行的 CNAPS 代碼；
  - iii. 申請人需向本行提供本行要求之任何文件；及
  - iv. 申請人充分明白及確認：(a) 兌換或換變人民幣涉及風險(包括但不限於匯率風險)；(b) 人民幣現時並非自由兌換之貨幣，人民幣兌換均須受制於若干限制、監管要求將不時更改而毋須另行通知。申請人客戶須負全責承擔任何有關之責任、損失、賠償、費用、指控或代價。

英文與中文版本之間如有歧義，應以英文版本為準。