

Conditions on Telegraphic Transfer / CHATS

1. In the absence of specific instructions to the contrary, the remittance will be effected in the currency of the country in which payment is to be made.
2. 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.
3. The Bank may send any message relative to a telegraphic transfer in explicit language, code, or cipher and is not liable for errors, neglect, or default of any correspondent, sub-agent, or other agency.
4. Except for loss or damage due to the Bank's negligence, fraud, or wilful default, the Bank shall not be liable for any loss or damage (whether direct, indirect, or consequential and including, without limitation, loss of profit or interest) due to delay in payment or in giving advice of payment; delay, or failure in processing any payment messages or other information or communication; loss of items in transit or otherwise, mutilation, error, omission, interruption, or delay in transmission or delivery of any item, letter, telegram, or cable or the actions of our correspondents, sub-agent, or other agency; or declared or undeclared war; censorship; blockade; insurrection; civil commotion; or any law, decree, regulation, control, restriction, or other act of a domestic or of foreign government or other group or groups exercising governmental powers, whether de jure or de facto, or any act or event beyond our control; or from its being misinterpreted upon receipt; or any steps which the Bank, in its sole and absolute discretion, considers appropriate to take in any particular circumstance.
5. Any request for amendment or cancellation has to be made by the Customer in person upon production of proper identity documents, and refund can only be made by the Bank upon receipt of its correspondent's effective confirmation of cancellation and at the Bank's current buying rate for the currency of the remittance at the time of refund. The Bank is entitled to reimbursement from the Customer of the expenses so incurred by itself and its correspondents or agents. All cable / postage charges and commission collected are not refundable.
6. The Customer should note that charges may be levied by the Bank's correspondents or agents, which vary from time to time. All charges incurred outside Hong Kong are for the account of the beneficiary unless specified. However, the Bank is entitled to reimbursement from the Customer for expenses incurred by the Bank, its correspondents, and/or agents.
7. Applications for same day value are subject to cut-off times related to the geographical location of the destination.
8. 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.
9. The Bank will only provide services or accept instructions insofar as it is (in the Bank's reasonable opinion) practicable and reasonable to do so, having regard to its regular business practice and procedure. The Bank may at all times and from time to time in its sole discretion without having to state the grounds for such refusal and without any liability whatsoever, refuse to act upon any instructions or such part thereof as the Bank thinks appropriate. The Bank shall comply with laws, rules, regulations, guidelines, requests, and/or recommendations of any organisation or authority that regulates the conduct of banking and/or the provision of services contemplated under Customer's Account. The Bank reserves the right to prescribe any conditions subject to which it provides any services or accepts any instruction or to refuse any services or act on any instruction

to ensure its compliance with any such applicable laws, rules, regulations, guidelines, requests, and/or recommendations.

10. 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 may take any action (including but not limited to the suspension or closure of the Customer's Account) 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 disclosure, interception, and/or investigation of any payment messages and other information or communications sent to or by the Customer or on the Customer's behalf via the systems of the Bank or any member of the Bank group; 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.
11. Remittance messages may, for the purpose of complying with any applicable laws, rules, regulations, guidelines, and requests and/or recommendations contain personal data and/or information of the Customer such as address, date of birth, and the number of the identification document held by the Customer. Such personal data and/or information will be seen or accessed by the beneficiary bank and the beneficiary and to the extent required or permitted by any applicable laws, rules, regulations, guidelines, and requests and/or recommendations be made available, disclosed, and transferred to the other parties or appropriate organisations or authorities, whether located in or outside Hong Kong.
12. In the event that the Bank receives an instruction that the Bank considers to be inconsistent with any instructions previously given by any authorized person, which has not been executed, the Bank may, at its sole and absolute discretion, refuse to act on either of such instructions unless and until either one of such instructions has been revoked or withdrawn to the satisfaction of the Bank.
13. The Customer must ensure the beneficiary's information (including but not limited to the detail of intermediary bank, beneficiary bank and beneficiary's name and account number) provided is complete, accurate and valid. The Bank shall not be liable for any losses, damages, or claims that may arise as a result of any rejection, return and or delay due to incomplete, inaccurate or invalid information provided by the Customer and any charges imposed by the related parties arising therefrom shall be borne by the Customer.
14. Relating to any transaction of cross-border remittance to Chinese Mainland under the "Cross-border RMB Trade Settlement Pilot Scheme" where exchange for 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 genuineness of the underlying cross-border trade transaction. The Bank reserves the right to unwind any transaction in relation to the cross-border remittance to Chinese Mainland for and on behalf of the Customer without incurring any liability, expenses and charges in case such transaction is eventually being classified as non cross-border trade-related as determined by the Bank at its sole discretion, and the Bank is entitled to claim reimbursement from the Customer of the expenses and charges (if any) so incurred by itself, its correspondents and/or its agents. The Customer may suffer a loss in the reversal transaction due to exchange rate fluctuation.
15. The Customer declares and confirms that the cross-border remittance to Chinese Mainland adheres to and is in full compliance with all relevant legal and regulatory requirements of Chinese Mainland and Hong Kong. The Customer further confirms and acknowledges that (i) approval from the

relevant Mainland banks and/or Mainland authorities may need to be obtained for the cross-border remittance; and (ii) should the cross-border remittance be rejected by the Mainland banks and/or Mainland authorities, the Customer shall be fully liable and responsible for all the possible consequences (including but not limited to payment of all the relevant charges).

16. No person other than the Customer or the Bank will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of these conditions.

(In case of any inconsistency between the English version and Chinese version of these terms and conditions, the English version shall prevail.)