



SUMITOMO MITSUI
BANKING CORPORATION

INTERNAL FUND TRANSFER FORM

Debit		Credit	
Account Number:	Account Name:	Account Number:	Account Name:
Amount:	Amount in words:	Amount:	Amount in words:
Debit Currency:		Credit Currency:	
Rate			
Purpose:			
Name & Address of Beneficiary:			
<p>1. The Applicant confirms that all information provided in this application is true, complete, correct, up-to-date, and not misleading. The Applicant also agrees that the fund transfer requested herein shall be made entirely at its risk and the Applicant unconditionally agrees to be bound by, and that the fund transfer shall be subject to the Terms and Conditions for Fund Transfers attached to this Fund Transfer Form and the Bank's Terms and Conditions Governing Accounts and the Country Addendum, which the Applicant has read, understood, and agreed to.</p> <p>2. The Applicant shall be subject to the terms and conditions of the Bank's prevailing Letter of Authority & Indemnity – Electronic Mail (E-Mail), Telephone and Facsimile Instructions.</p> <p>3. In cases of suspension of banking activities by reason of fortuitous events and/or declaration of such suspension by the National/Local Government, Bangko Sentral ng Pilipinas, or any concerned agency, the value date of the transaction shall automatically be on the next banking day.</p> <p>4. The Applicant authorizes the Bank to debit Applicant's account for the foregoing fund transfer and any and all applicable taxes, expenses, costs and fees therefor.</p> <p>5. The Applicant represents, warrants and undertakes that it shall comply in all respects with all laws, rules and regulations to which it may be subject. The Applicant agrees to immediately provide such information, execute such documents and/or do any and all such acts or things, or cause such execution or doing, as may be necessary or desirable, in the Bank's opinion, for the Bank to receive, preserve or enforce its rights and/or to implement or carry out the intent of these Terms and Conditions.</p>			
Authorized Signature (Signature over Printed Name)		*For Banks use only: Date Time: Phone Details Contact Person	
(Subject to terms and conditions on the reverse page)			
<p>Terms and Conditions for Fund Transfers ("Terms and Conditions")</p> <p>1. The Applicant undertakes to indemnify and to keep the Bank (and its directors, officers, employees, agents and/or representatives) indemnified against any and all Liabilities (including, but not limited to, legal fees on a full indemnity basis) incurred or sustained by the Bank (or its directors, officers, employees, agents and/or representatives) of whatever nature and howsoever arising, out of or in connection with the Bank acting on any funds transfer (including, but not limited to, Liabilities from any request for refund or cancellation of fund transfer). The Bank shall not be liable for any Liabilities arising out of or in connection with acting on any funds transfer, save where such loss or damage is directly caused by the gross negligence or willful misconduct of the Bank or its employees. The clauses in relation to the Applicant's indemnities to the Bank, disclosure of information and personal information shall survive the termination of these Terms and Conditions.</p> <p>2. The Bank reserves the right, at any time and from time to time, to add to, amend, modify, supplement or vary any of the terms and conditions of these Terms and Conditions and such additions, amendments, modifications, supplements and variations shall be deemed to have effect as soon as notified to the Applicant. The Applicant agrees that it shall be deemed to have agreed to such additions, amendments, modifications, supplements and variations without reservation in relation to any transactions requested by the Applicant after such notification.</p> <p>3. If any provision of these Terms and Conditions becomes invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not invalidate the remaining provisions herein or affect the validity, legality or enforceability of such provisions.</p> <p>4. These Terms and Conditions shall be binding upon each party and its successors, assigns and permitted transferees and shall inure to the benefit of the Bank's successors, assigns and transferees. Where the Fund Transfer Form is executed by more than one person, each person shall be jointly and severally liable hereunder. Any notice received, or any consent given, by one of those persons shall be binding on the other.</p> <p>5. No failure to exercise, nor any delay in exercising, on the part of the Bank, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude other or further exercise thereof or the exercise of some other right, power or remedy.</p> <p>6. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of the Philippines and the Applicant hereby irrevocably submits to the exclusive jurisdiction of the courts of Makati City in relation to any dispute arising from or in connection with these Terms and Conditions. The Applicant irrevocably waives any immunity from suit, jurisdiction, attachment, execution, set-off or other legal process we or any of our assets may enjoy in any jurisdiction.</p>			