

## APPLICATION FOR REMITTANCE

Please mark "X" in box for fax confirmation to avoid duplication

Payment Type	Date of Application (dd/mm/yyyy)	Pre-Advice on (dd/mm/yyyy)	Value Date (dd/mm/yyyy)	Bank Ref. No.
Name and Address of Beneficiary's Bank  Country SWIFT BIC		Amount to be remitted		
		Currency      Amount		
		Apply prevailing exchange rates, confirmation over phone not required		
		Exch. Rate Applied @ Confirmed with		Equivalent
Name of Beneficiary & Address		Remittance Amount Debit my account no./currency		
Beneficiary's Account No.		Charges Debit my account no./currency		
		Please effect this remittance/issue your draft as specified here above, treating our charges as follows:  Please execute the remittance amount in full  Please execute the remittance amount after deducting charges		
		Overseas Bank charges to be borne by      Applicant      Beneficiary SWIFT Charging is		
		Fund available from the following:		
Details of Payment		Proceeds from FX Contracts (Please indicate Contract No. if any)		
Purpose of remittance is		Proceeds from Loan/Deposit/Bills/Others		
		Account Balance		
Note : It is mandatory to include Person to contact and Telephone.		I/We have read and hereby agree to the Declarations on Page 2		
Person to contact: Telephone:				
Applicant's Name & Address				
Authorised Signature & Company Seal				
For Bank Use Only				
Signature Verified	Maker	Checker	Approver	

## Declaration

I/We agree that the remittance requested herein shall be made entirely at my/our risk and subject to Terms and Conditions Governing Accounts and terms contained in this application for remittance including but not limited to the terms and conditions on the following page of this application for remittance.

Notwithstanding any prior agreement/arrangement to the contrary, I/we agree that if this application for remittance is furnished to you by facsimile, you do not require me/us to deliver the original of this application to you.

I/We understand that the United Nations, United States, Japan and other government and/or regulatory authorities impose from time to time, specific sanctions against certain countries, regions, entities and individuals and you may refuse or be unable to process a transaction or may block an instruction or transaction that involves a breach of sanctions and authorities may require the disclosure of information in relation to this remittance.

I/We agree and confirm (unless otherwise notified to you) that this remittance is not and will not be directly or indirectly related with any sanctioned country, region, individual or entity.

I/We agree that if you are required to disclose any information, you may do so without liability.

I/We agree that if this remittance is blocked, frozen, delayed, refused or cancelled because it is claimed to be sanctions-related, you shall not be liable for any information disclosed or for any losses, claims, actions, proceedings, demands, penalties, costs or expenses ("**Liabilities**").

I/we, my/our servants or agents may incur, and I/we shall promptly indemnify on demand you against any Liabilities you may incur.

I/We further agree that any remittance that involves goods, transactions or business relationship directly or indirectly related to a sanctioned country or region, but is permissible under applicable sanctions, shall be on such terms and conditions as agreed by you. Without limiting or reducing the effect of the foregoing,

I/We understand that you may refuse to act on this application, any instruction or delay, block or refuse to process any transaction without incurring any liability if you have reason to suspect that: (i) this application, the instruction or transaction (including carrying out such instruction or transaction) may breach any law or regulation (including the Japanese Foreign Exchange and Foreign Trade Act); or (ii) this application, the instruction or transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, any unlawful conduct.

I/We shall comply with all applicable exchange control and will promptly indemnify you on demand in full for Liabilities arising from any failure or delay to do so.

I/We agree and confirm that the remittance does not and will not involve:

- (i) any goods, transactions or business relationship directly or indirectly related to North Korea (including without limitation transactions through intermediaries or relating or contributing to nuclear or ballistic-related activities of North Korea or involving North Korean persons, entities or vessels or goods of North Korean origin);
- (ii) any goods which are regulated as strategic or dual use goods and for which I/we have not obtained the necessary approvals or permits from all relevant authorities.

## Terms and Conditions

1. Neither Sumitomo Mitsui Banking Corporation Singapore Branch (the “**Bank**”) nor its correspondents, agents or third party service providers shall be liable for any loss or damage due to (a) errors, delays or defaults of any kind in the transmission or delivery of messages or instructions by any means; (b) any act, decree, regulation or law of any relevant government or governmental agency; (c) failure to locate or error in identifying the named payee; (d) non-receipt of funds by the payee’s bank; (e) any interruption, omission, error or delay caused in the transmission of funds; or (f) any cause whatsoever beyond the control of the Bank, its correspondents or agents.
2. The Bank shall have the sole discretion in deciding whether or not to accept a request by the applicant for refund or repurchase of the transferred funds or the draft, as the case may be. If the Bank agrees to repurchase a draft, it shall be on the condition that the Bank must first receive the draft duly endorsed by the applicant (original if required) and the repurchase shall be at the prevailing demand buying rate for the currency in question. All repurchases and refunds shall be made after deducting the Bank’s cost, charges, expenses, commissions and interest and shall be subject to the Bank being in possession of the funds, for which the payment instructions are issued, free from any exchange or other restriction.
3. Where a remittance or transfer is in a currency other than the currency of the country to which the remittance or transfer is made, payment shall be made in the currency of that country at the buying rate of the Bank or the Bank’s correspondent or agent, in absence of any other arrangement between the payee and the correspondent or agent.
4. If the draft or other instrument is lost, stolen or destroyed, the applicant will provide the Bank with an acceptable bond or indemnity in favour of the Bank in connection with any request by the applicant for issuance of a replacement draft or a refund of the amount of the original draft.
5. The applicant undertakes to indemnify and to keep the Bank and its correspondents, agents and third party service providers indemnified against all losses, claims, actions, proceedings, demands, penalties, costs and expenses (including legal fees on a full indemnity basis and any applicable taxes) (“**Liabilities**”) incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with the Bank acting on any remittance or funds transfer. The Bank shall not be liable for any Liabilities arising out of or in connection with acting on any remittance or fund transfer, save where such loss or damage is directly caused by the gross negligence or wilful misconduct of the Bank or its employees. This indemnity is in addition to and is not to prejudice or be prejudiced by any other indemnity which has been or may be given by the applicant.
6. Without limiting any other consent to disclose information provided by the applicant, the applicant authorises the Bank to disclose all information (including remitter’s account number, address and other information) pertaining to the applicant and the above remittance to any third party at the Bank’s discretion for the purpose of effecting the applicant’s instructions.
7. The Bank reserves the right to reject any application without assigning any reason and without any further reference to the customer.
8. Any payment of funds shall be subject to the laws and regulations of the country where the payment is to be made.
9. The Bank is not responsible or liable for any currency restriction or controls or for withholding/delays/losses/fund rejections caused by or resulting from any act of any government or governmental agency or failure of any clearing settlement or payment system or failure of any party to comply with any requirements, approvals, or licences relating to transactions in a currency or for diminution in value or unavailability of funds.
10. The Bank shall not be liable for any Liabilities (direct or otherwise) the applicant may suffer or incur (including those arising out of delays) in connection with any security processes or checks or any other actions performed by the Bank or any other party for fraud detection anti-money laundering or combating terrorism financing purposes or for legal or regulatory purposes.
11. If it is not specified in the application for remittance, fees are to be borne by the applicant.
12. The Bank reserves the right to debit any credited amount from the applicant’s account even after the Bank receives payment, if the correspondent paying bank, financial institution or any agent claims a refund or repayment of such amount on any grounds.
13. The applicant acknowledges that the Bank and/or its correspondents, agents or third party service providers may not accept or process certain transactions due to laws and regulations applicable to them, internal policies or otherwise. The applicant agrees not to use its accounts for such transactions as from time to time informed by the Bank to the applicant as being subject to such restrictions. The applicant agrees that the Bank shall not be liable for the consequences of delay or failure to process a transaction put through the applicant’s account notwithstanding the Bank’s notification not to do so. The applicant shall indemnify the Bank against any Liabilities resulting from the applicant failing to comply with this provision. Refer to Appendix to Remittance Transaction Terms & conditions on [https://www.smbc.co.jp/asia/singapore/forms/Remittance\\_Terms.pdf](https://www.smbc.co.jp/asia/singapore/forms/Remittance_Terms.pdf).
14. If the Bank credits or debits the applicant’s account in anticipation of receiving funds and those funds are not received or the amount received by the Bank is less than the amount credited or a payment is reversed, the Bank may reverse all or part of any credit or debit and any interest credited or expenses incurred or require repayment of an amount corresponding to any debit or the shortfall from the amount received.
15. The applicant understands and agrees that if a remittance or funds transfer has already been made, the Bank may not be able to effect a cancellation or recall of the funds. The applicant agrees the Bank is not obliged to act on a request to recall or cancel the funds and any attempt to act on such request shall be on a best efforts basis and with no liability to the Bank if such cancellation or recall cannot be undertaken or is not successful.
16. Where the Bank has agreed to accept any instruction or application form other than on the Bank’s prevailing standard form, the applicant agrees that: (a) the applicant shall not, without the Bank’s prior written consent, make any change to any agreed instruction or application form; and (b) these Terms and Conditions shall apply to any instruction or application from the applicant. Processing of any such instruction or application by the Bank shall not be deemed to be consent to any change to any agreed instruction or application form or these terms and conditions (“**Terms and Conditions**”).
17. The Bank reserves the right, without prior notice, to (a) revise all charges from time to time, and (b) add, alter, vary and modify any or all of these Terms and Conditions at any time at its discretion.
18. These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore.
19. Save for any member of the SMBC Group, any of the Bank’s correspondents or agents and any person appointed by the Bank or save as expressly provided in Terms and Conditions Governing Accounts and these Terms and Conditions, a person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore, to enforce or enjoy the benefit of any term of these Terms and Conditions. Notwithstanding any term of Terms and Conditions Governing Accounts and these Terms and Conditions, the consent of any person who is not a party to these Terms and Conditions is not required to rescind or vary these Terms and Conditions.