

TERMS AND CONDITIONS GOVERNING INTERNATIONAL REMITTANCES USING THE ELECTRONIC BANKING SERVICES

Unless otherwise defined, capitalised terms used herein shall bear the same meaning as that ascribed to them in the Terms and Conditions Governing Electronic Banking Services above.

An international remittance submitted by the Account Holder through the Services will be treated as an application to Bank of China Limited, Singapore Branch ("BOC") to perform the international remittance, and the Account Holder agrees that these Terms and Conditions Governing International Remittances Using the Electronic Banking Services (these "Terms and Conditions") will apply to his/her/its application and the international remittance.

These Terms and Conditions form a part of the Terms and Conditions Governing Electronic Banking Services.

A. GENERAL (APPLICABLE TO ALL INTERNATIONAL REMITTANCES)

1. The Account Holder represents and warrants that all information provided in the application, including but not limited to the beneficiary's name, account number and beneficiary bank details, is true, complete and accurate and that BOC may rely on the information submitted.

2. The Account Holder agrees to provide more supporting information in relation to the application as and when required by BOC.

3. The Account Holder understands that any inaccurate, incomplete or false information given or any omission of information required, may at BOC's discretion, render the application invalid and BOC may reject the application at any time, or may result in delays in the transmission or payment. The Account Holder shall be responsible for any loss arising as a result or in consequence of any inaccurate, incomplete or false information, rejected application or delays in the transmission or payment.

4. The Account Holder hereby consents on behalf of the beneficiary that BOC may collect, use, disclose and process the beneficiary's personal data for the purpose of or in connection with the application/transaction, and he/she/it warrants that he/she/it has obtained the beneficiary's prior consent to such collection, use disclosure and processing of his/her personal data by BOC.

5. The Account Holder hereby agrees to indemnify and absolve BOC of any liability arising out of any use and/or disclosure by BOC of any inaccurate, incomplete or false information due to his/her/its failure to update BOC promptly of any changes to the beneficiary's personal data.

6. Payment of the transfer funds is subject to the rules and regulations of the country/region where payment is to be made. In view of the prevalence of exchange restrictions in some countries/regions, the liability of BOC with respect to the payment of the transfer funds shall not exceed in any case the extent to which payment is allowed in the currency in which the funds are to be made. BOC, its correspondents or agents or their employees accepts no responsibility for any delay or loss arising as a result or in consequence of any rule, regulation, exchange restriction or any other cause whatsoever.

7. BOC reserves the right to effect the remittance according to its customary practice, by any means and use any correspondent or agent as it deems fit. In no case shall BOC, its correspondent or agent or their respective employees be liable for mutilation or misinterpretation of the message of the remittance or interruptions, omissions, negligence, errors or delays in the transmission or payment or any other liabilities whatsoever.

8. BOC reserves the right to reject the application without assigning any reason.
9. The Account Holder irrevocably consents to BOC, its officers, employees, correspondents and agents to release and/or disclose any information relating to the Account Holder's account(s), the application (including all information provided thereon) and/or any transaction connected to the application as BOC shall deem appropriate for the purpose of processing the application/transaction and any investigation relating to the application or any transaction in connection therewith.
10. In case of a refund of the remittance amount, such refund shall be at BOC's discretion to make payment to the Account Holder based on the prevailing buying rate for the relevant currency of the funds less charges and expenses. Notwithstanding the currency of the amount of transfer, BOC, its correspondent or agent may refund in another currency if there is unavailability of funds in the relevant currency of the funds.
11. BOC reserves the right to revise all charges and amend or vary any or all of the terms and conditions herein at any time at its discretion without prior notice.
12. Neither BOC nor any of its correspondents or agents shall be liable for any loss or damage whatsoever due to erroneous or incomplete information having been given to BOC, or the unavailability of funds, or delays or faults of any kind in the transmission or due to the failure to locate or any error in identifying the beneficiary, or from any refusal or inability of BOC's correspondents or agents to effect payment by reason of any law, act or decree of any government, or from any misinterpretation of the contents or resulting from any other cause whatsoever beyond the control of BOC or any correspondents or agents.
13. In respect of any SMS or email notification provided by BOC in connection with a remittance, BOC shall not be liable for any loss or damage whatsoever due to any non-delivery, delayed delivery, misdirected delivery or non-receipt of any such SMS or email notification.
14. These Terms and Conditions are subject to the laws of Singapore and the Account Holder submits to the non-exclusive jurisdiction of the Courts of Singapore.
15. Unless expressly provided to the contrary, a person who is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce or enjoy the benefit of any of these Terms and Conditions. BOC's correspondents or agents may enforce any rights or benefits, or any indemnity, limitation or exclusion of liability, in these Terms and Conditions; and a person who is a permitted successor or assignee of the rights or benefits of these Terms and Conditions may enforce those rights or benefits. Notwithstanding any provisions to the contrary, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of these Terms and Conditions.

B. ADDITIONAL TERMS AND CONDITIONS FOR PERSONAL RMB PRE-SETTLEMENT REMITTANCE SERVICE

16. The RMB Pre-Settlement remittance services are for overseas Chinese nationals to transfer money to China. However, the beneficiary's Chinese identity card no. is required during the application. Due to the regulation of the State Administration of Foreign Exchange in China (the "regulation"), there is an annual limit of US\$50,000 or its equivalent for individual's exchange settlement amount. The Account Holder shall ensure that the beneficiary fulfil the applicable laws and regulations before

making the remittance application. If the remittance is refunded for any reason, the Account Holder agrees to bear all losses, charges, costs and expenses whatsoever due to such refund.