

# Telegraphic Transfer Guide for Wholesale Banking Customers

The following terms and conditions shall apply to all availments of telegraphic transfers, inter-bank funds transfers, electronic payment transfers and other similar forms and methods of payment/fund transfers (collectively “telegraphic transfers”):

For purposes of clarity, the following terms shall be defined as follows:

“Bank”, “we”, “our”, “ours” and/or “us” shall be understood to refer to HSBC;

“Account holder” shall be understood to refer to the juridical entity which opens the accounts, makes use and/or avails/receives the benefits of any account/service/product offered by the Bank, including its authorized representatives;

“HSBC Group” means the companies wholly or partially owned by us, our parent companies, or under common ownership with us.

1. Upon the Account holder’s instruction, the Bank is at liberty to send telegraphic transfers either literally or in cipher and the Bank accepts no responsibility for any loss, delay, error, omission or mutilation which may occur in the transmission of the message or for its misinterpretation when received. The Bank is also at liberty to stop accepting manual payment instructions for telegraphic transfers at any time and without need of prior notice to the Account holder.
2. The telegraphic transfer shall be effected in the currency stated in the Account holder’s payment instructions. If HSBC is unable to process a payment in the Account holder’s requested currency due to currency restrictions, the payment instruction shall be cancelled and there will be no debits made to the Account holder’s account.
3. All charges incurred outside the Philippines are for the account of the beneficiary unless specified. If the beneficiary needs to receive the full amount without any deduction of charges, the Account holder shall choose “OUR: Remitter to pay all charges” or such similar fields in the Bank’s electronic fund transfer form and, in these instances, the charges will be for the Account holder’s account.
4. The Bank reserves the right to draw the telegraphic transfer on a different place, correspondent bank and/or fund transfer method from that specified by the Account holder for any reason, especially when the operational circumstances so require. The Bank shall not be obliged to advise the Account holder of the use of such different place, correspondent bank and/or fund transfer method. The Bank shall not be liable nor responsible for any delay in effecting payment through such different place,

correspondent bank and/or fund transfer method, especially when the same arose from circumstances beyond the control of the Bank and/or its agents.

5. The Account holder authorizes the Bank to disclose its name, Debit Account Number (including the details thereof) and/or other information related to the details stated in the Account holder's instruction/application for telegraphic transfer to the receiving bank/beneficiary of the telegraphic transfer and to any other person or entity as may be deemed necessary and appropriate by the Bank. The Bank shall not be liable for any loss or damage arising from the said disclosure of account information.
6. If the Account holder's telegraphic transfer requires foreign exchange and the Bank is unable to provide a firm exchange rate quotation, the Bank shall move the processing to the next available business day when the exchange rate can already be determined. If the Bank is unable to provide a firm exchange rate for a sustained number of business days, the telegraphic transfer instruction shall be cancelled and there will be no debit to the Account holder's account.
7. It is possible that applications for telegraphic transfer are not be processed within the same day of the Bank's receipt, even if the same were received before the Bank's cut-off times, due to unforeseen circumstances.
8. Applications received after the Bank's cut-off times may not be processed on the same day. The Account holder shall ensure that the Account holder are always aware of the Bank's cut-off times.
9. If remittance is to be processed on a particular date, the Account holder must indicate such processing date on the field "Amount Debited On" in the Bank's electronic fund transfer form or such similar fields thereon. Otherwise, the remittance shall be processed on the day of the application but subject to paragraph 7 above.
10. Processing of telegraphic transfers is subject to the cut-off times related to the geographical location of the receiving bank.
11. The Bank is not responsible for advising the Account holder of (i) any exchange control or similar restriction which may be imposed by the local laws or regulations in the country in which payment is to be effected and the Bank shall not be liable for any loss or delay as a result of the payment being subject to such control and restrictions; and (ii) any charges which may be imposed by the receiving overseas bank. The Account holder is strongly advised to make its own inquiries regarding exchange controls and similar restrictions; the Bank shall not be liable if such information is not provided. The Bank shall also not be liable for any cost or expense arising from the said exchange control/ restrictions and/or charges imposed by the overseas bank.

12. The Bank or any member of the HSBC Group shall not be at fault and shall not be liable for any delay or failure by the Bank or any such other member in processing any such payment messages or other obligations in connection with any account/s or the provision of any service/s to the Account holder, caused in whole or in part by any steps which the Bank or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all laws, regulations and requests or the exercise of any of the Bank's rights under this clause. Further, in certain circumstances, the action which the Bank may take may prevent or cause a delay in the processing of certain information. Therefore, neither the Bank nor any member of the HSBC Group warrant/s that any information on their systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken.
13. Where payment is to be made in favor of a beneficiary not maintaining an account with the HSBC Group, the Bank or its agent reserves the right to make payments by other means in accordance with the customary or accepted banking practice in the country in which the payment is to be made. The Bank is not responsible for advising the Account holder of the use of such other means or for any delay in effecting payment by such means arising from circumstances beyond the control of the Bank or its agents. Where any alternative means of remittance is not acceptable, the Account holder should give prior notice to the Bank.
14. In addition to the circumstances under Clause 17 hereof, the Bank reserves the right not to process the Account holder's application for telegraphic transfer if: (i) the Bank is of the opinion that the information given is incomplete or is not sufficiently clear; and/or (ii) the text format or method/mode of transmitting the application to the Bank is incorrect or incomplete. Accordingly, the Bank cannot be held liable for failure to process or delay in processing the Account holder's application for telegraphic transfer arising from any of the mentioned reasons.
15. The Account holder shall be liable for all taxes, fees and charges due on its telegraphic transfer based on the Guide to Bank Services and Charges For Wholesale Banking Customers published in [www.hsbc.com.ph](http://www.hsbc.com.ph) or as agreed upon between the Account holder and the Bank.
16. The Account holder agrees to comply with any tax and/or regulatory requirements that may apply or relate to The Account holder's telegraphic transfer.
17. The Account holder acknowledges that in effecting the telegraphic transfers, the Bank and other members of the HSBC Group are required to act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to, amongst other things, the prevention of money laundering, terrorist financing, bribery, corruption, tax evasion and the provision of

financial and other services to any persons or entities which may be subject to sanctions.

The Account holder agrees that the Bank may take, and may instruct (or be instructed by) any other member of the HSBC Group to take, any action which it or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests. The Account holder acknowledges that such action may include but is not limited to: the interception and investigation of any payment messages and other information, receipt of instruction or communications sent to or by the account holder/applicant or on the account holder/applicant's behalf via the systems of the Bank or any other member of the HSBC Group; making further enquiries as to whether a name which might refer to a sanctioned person or entity actually refers to that person or entity; and/or refusal to process (or delay in processing) any transaction or instruction.

Notwithstanding any condition, requirement or undertaking stated above, the Account holder agrees that neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by any party arising out of:

- (i) any delay or failure by the Bank or any member of the HSBC Group in processing any such payment messages caused in whole or in part by any steps which the Bank or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests; or
- (ii) the exercise of any of the Bank's rights under this clause.

In certain circumstances, the action which the Bank may take may prevent or cause a delay in the processing of certain information. Therefore, neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken. Subject to the overriding requirements of any applicable laws and regulations, the Bank will endeavor to notify the Applicant of the existence of such circumstances as soon as is reasonably practicable.