

Date _____

To : MUFG Bank, Ltd.

SWIFT SERVICES APPLICATION

The undersigned Customer (the “Customer”) hereby makes an application for SWIFT Service as set out below by consenting to the terms and conditions set forth in Exhibit attached to this Application.

1. Customer detail

(1) Customer Information

Customer Name : _____

Address : _____

(2) Addressee Information

Bank & Branch Name / Customer Name : _____

SWIFT Business Entity Identifier : _____

2. SWIFT Services and Accounts

(1) SWIFT Account Information Service

Tick whichever is appropriate, **Add** ☐ **Delete** ☐ **Termination of Service** ☐

Accounts :

Bank/ Branch	Account Name	Account Type	Currency	Account Number	Format
					<input type="checkbox"/> MT900 <input type="checkbox"/> MT910 <input type="checkbox"/> MT940 <input type="checkbox"/> MT942
					<input type="checkbox"/> MT900 <input type="checkbox"/> MT910 <input type="checkbox"/> MT940 <input type="checkbox"/> MT942
					<input type="checkbox"/> MT900 <input type="checkbox"/> MT910 <input type="checkbox"/> MT940 <input type="checkbox"/> MT942

SWIFT Service Terms and Conditions

1. Definitions

- 1.1 **“Application”** means the SWIFT SERVICES APPLICATION submitted by the Customer to the Bank.
- 1.2 **“Services”** means (i) the SWIFT Account Information Service, (ii) the SWIFT Forex Confirmation Service and (iii) any other Services to be agreed upon as services between the Customer and the Bank;
- 1.3 **“SWIFT”** means Society for Worldwide Interbank Financial Telecommunication;
- 1.4 **“SWIFT Account Information Service”** means the service provided for in Clause 7;
- 1.5 **“SWIFT Forex Confirmation Service”** means the service provided for in Clause 8;

2. Arrangements with SWIFT

The Customer hereby confirms that it has made the necessary arrangements with SWIFT required for the Services.

3. Representations and Warranties

The Customer makes the following representations and warranties (which representations and warranties shall be deemed to be repeated daily) to the Bank:

- (i) it is duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation;
- (ii) it has the power to enter into and perform, and has taken all necessary action to authorize the entry into and the performance of the obligations under the Application;
- (iii) the terms of the Application and this Terms and Conditions constitutes a legal, valid and binding obligation and is enforceable against it in accordance with the terms thereof;
- (iv) to the best of its knowledge, the entry into and performance by it of, and the transactions contemplated by, the Application and this Terms and Conditions do not and will not conflict with any law regulation or judicial or official order or conflict with the constituent documents;
- (v) all authorizations, approvals, licences, exemptions, filings, registrations and other conditions required for the Services in the relevant jurisdiction (including the requirements under the foreign exchange regulations) have been obtained, made, satisfied or effected and are in full force and effect.

4. Fees

The Customer shall pay fees for the Services in accordance with the fee schedule which the Bank shall set forth from time to time. The Bank shall give a prior notice to the Customer if any changes are

made to the fee schedule.

5. Stamp Duties

The Customer shall bear stamp duties (if any) to be imposed on an original copy of the Application which it keeps in custody.

6. Implementation of the Services

- 6.1 The Customer requests the Bank to provide the Services (i) as agreed between the Customer and the Bank and (ii) in accordance with the instructions given through SWIFT network and the Bank agree to provide the Services, to which the Bank hereby agrees.
- 6.2 The Customer shall not claim its instructions for the Services to be invalid or cancel or amend such instructions due to misunderstanding or otherwise.
- 6.3 In the case of any discrepancy between the instructions for the Services alleged by the Customer and the electromagnetic records of the Bank, the latter shall prevail.
- 6.4 The Customer agrees that the instructions given under SWIFT Business Entity Identifier will be regarded as being duly authorized by the Customer. All information, data and report (the "Information") to be provided to the Customer under the Services shall be transmitted to the SWIFT Business Entity Identifier, in which case the Information shall be deemed to be received by a duly authorized recipient.
- 6.5 The Customer shall, from time to time, review the particulars in the Services and shall immediately notify the Bank of any irregularities (such as discrepancies between the information provided through the Services and the records on the part of the Customer).
- 6.6 The Bank reserves the right to suspend temporarily the Services upon notice to the Customer to such effect; provided that there exists a reasonable ground for such suspension (such as an accident on the part of SWIFT).

7. SWIFT Account Information Service

The Bank shall provide the SWIFT Account Information Service by providing the Customer with (i) the statement message of the day in SWIFT message type MT 940 and (ii) the interaction transaction report in SWIFT message type MT 942, (iii) transaction debit advices in SWIFT message type MT 900 and (iv) transaction credit advices in SWIFT message type MT 910.

8. SWIFT Forex Confirmation Service

The Bank shall provide SWIFT Forex Confirmation Service, in which Forex Confirmation messages (MT300) are exchanged between (i) the Bank and (ii) the Customer to confirm the details of the forex transactions.

9. Term

The term of the Services shall be one (1) year commencing on the date of the Application hereof. This term of the Services shall automatically be renewed for a period of one (1) year unless a written notice is given by the Bank or the Customer to the other party to confirm the termination of the Services not later than thirty (30) days prior to the expiration date of the term of the Services and the same shall apply thereafter.

10. Termination

10.1 The Customer or the Bank may terminate the Services by giving not less than thirty (30) days prior written notice to the other party.

10.2 The Services shall be terminated without notice or other act of the Bank (i) if an event that would make it practicably difficult or impossible for the Bank to provide the Services occurs or (ii) if any of the following events occurs with respect to the Customer:

- (1) the Customer being unable to pay its debts generally, or an application or petition being made against or by the Customer for commencement of bankruptcy or winding-up proceedings, commencement of civil rehabilitation proceedings, commencement of corporate restructuring or reorganization proceedings, commencement of special liquidation or any other similar proceedings;
- (2) any clearing house taking proceedings against the Customer for the suspension of transactions with banks and other financial institutions;
- (3) an administrator, receiver or other similar official being appointed with respect to the Customer;
- (4) an event having an effect analogous to any of the foregoing in any jurisdiction.

Upon termination of the Services, the Customer shall, without delay, return to the Bank all documents and other material which the Bank has provided to the Customer in relation to the Services.

10.3 The representations and warranties and the undertakings provided for herein shall, to the extent relevant, survive the termination of the Services.

11. Exclusion of Liabilities

11.1 The Bank shall not be liable to the Customer for the following damages:

- (1) damages caused by natural disaster, incident, disturbance, war, restriction by applicable laws and regulations, measures imposed by a government, courts or other public organizations or other unavoidable occurrences (other than those events which occur on the part of the Bank);
- (2) damages caused by error, failure, delay, in transmission of data, messages or information, or breakdown, error, malfunction, mutilation, inaccuracy, or omission of terminals, public communication networks, the Internet or other communication networks or computers (including hardware and software);
- (3) damages caused by the compliance of the Bank with laws and regulations or customs and practices

- of the country in which it is located;
- (4) damages caused by instructions to the Bank which are not duly authorized by the Customer;
 - (5) damages caused by divulgence of information or failure, error, delay, inaccuracy, omission or alteration in transmission of information or other similar incidents due to unlawful interference or wiretapping by a third party with terminals, communication networks and computers (other than those events which occur on the part of the Bank);
 - (6) damages caused by any use of the Services in a manner other than the manner provided for herein or designated by the Bank;
 - (7) damages caused by force majeure or for reasons other than willful misconduct or gross negligence of the Bank or
 - (8) damages caused by reasons attributable to SWIFT.

- 11.2 The Customer hereby acknowledges that the data and information to be provided in the Services may be affected by the processing and other technical grounds relevant to the computer system.
- 11.3 No action, regardless of form arising out of or in connection with the Services or this Application, may be brought by the Customer against the Bank more than one year after the cause of action has accrued and the limit of liability from the Bank shall in no event exceed the total fees actually paid by the Customer for the Services during the twelve (12) month period preceding the date on which the claim arose.

12. Indemnity

The Customer shall indemnify the Bank against the following damages, costs and expenses which any of them may sustain:

- (1) damages, costs and expenses attributable to any act or omission of the Customer; and
- (2) costs and expenses incurred in relation to the exercise and enforcement of the rights under the Application and this Terms and Conditions (including reasonable legal fees).

13. Compliance with Laws and Regulations

- 13.1 The Customer shall be responsible for complying with all applicable laws and regulations and shall take all necessary actions in relation thereto.
- 13.2 The Services shall be immediately terminated if the Application or this Terms and Conditions proves to be in violation of laws and regulations.

14. Non-Merger

The terms of the Application and this Terms and Conditions shall be without prejudice to and shall not affect any right or remedy or set-off, combination or consolidation to which the Bank may (otherwise than under the terms of the Application and this Terms and Conditions), from time to time, be entitled

and shall be in addition and without prejudice to any security which the Bank may from time to time hold in respect of any indebtedness or other obligation owed to the Bank by the Customer.

15. *Force Majeure*

To the extent performance of the Services are prevented, hindered, delayed or made impracticable by reason of *force majeure* or by any law, regulation, order or request (whether or not having the force of law) of any governmental authority, central bank or court, the Bank will be excused from such delay or performance.

16. Notices

The Customer is required to notify the Bank immediately of any change in particulars of the Customer and any change of relevant records such as change of authorised signatory, and in particular, change of address and until such notice is received, the Bank is entitled to rely on the existing instructions of the Customer. All notices and communications by the Bank shall, without prejudice to any other effective mode of making the communication, be deemed to have been duly delivered to the Customer on the seventh day after posting if sent by post addressed to, or when delivered by a messenger, at the Customer's address last notified to the Bank.

17. Confidentiality

- 17.1 The parties hereto shall keep confidential all information disclosed by the other party in relation to the Services and other information made known to such party in relation to the Services and shall not use such information for purposes other than the purposes of this Application. Neither party shall disclose, or allow to be divulged, to any third parties such information and other information in relation to the Services.
- 17.2 Notwithstanding the provision in Clause 17.1, the Customer authorises the Bank and its officers or agents to disclose any information in connection with the Customer, the Application, or any financial products/services or proposed financial products/services, whether or not pursuant to any court order or as allowed by any regulation or law (including the Banking Act, Chapter 19 of Singapore), as the Bank deems fit, to (i) its parent company, head or home office, branches, subsidiaries, affiliates and associated/related corporations (wherever situated) as the Bank shall consider appropriate for any such commercial, banking, administrative, funding or business purposes as the Bank deems fit; (ii) any service provider (in Singapore or elsewhere) where required for outsourcing operational, storage, maintenance, administrative and/or other functions of the Bank; (iii) any person to (or through) whom the Bank transfers or assigns (or may potentially transfer or assign) all or any of its rights, benefits and obligations hereunder, or (iv) any person to the extent required by regulation or law (including the Banking Act, Chapter 19 of Singapore); (v) any governmental or regulatory authority or agency if so requested by it in connection with applicable oversight functions of such authority or agency or if otherwise required by law; and (vi) any auditors or other professional advisers to the Bank.

17.3 The rights and obligations of the parties hereto provided for in this Clause 17 shall survive the termination of the Services.

18. Assignment

The Customer may not assign or lease to a third party, or create any security interest in favor of a third party over, its rights and obligations under the Application and this Terms and Conditions.

19. Amendment

This Terms and Conditions may be amended as needed by the Bank at its discretion at any time. Such amendments shall become effective upon the despatch of notices after 30 days from the date of a notice to the Customer or any other date specified in the notice.

20. Governing Law and Jurisdiction

This Terms and Conditions are subject to and governed by the laws of Singapore. The Customer submits irrevocably to the non-exclusive jurisdiction of the courts of Singapore.

21. Rights of Third Parties

Unless otherwise expressly provide in this Terms and Conditions, a person who is not a party hereto has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce or enjoy the benefit of any of this Terms and Conditions.