



# Habib Bank AG Zurich

## Funds Transfer Application

Fill in **BLOCK** letters and tick where appropriate

Branch: \_\_\_\_\_

Date: \_\_\_\_\_

Effect this transaction a (select only one)  SWIFT  RTGS  EFT  OTHER \_\_\_\_\_ (Specify)

### REMITTER'S ACCOUNT DETAILS

Debit Account Number: \_\_\_\_\_ or cheque No \_\_\_\_\_

Debit Account Currency \_\_\_\_\_ (if debit account currency is different from remittance currency)

Account Title: \_\_\_\_\_

### REMITTANCE DETAILS

Remittance currency:  KSHS  USD  GBP  CHF  EURO  CAD  OTHER \_\_\_\_\_

Remittance amount: (in figures) \_\_\_\_\_ (in words) \_\_\_\_\_

Exchange Rate: \_\_\_\_\_

Purpose of Remittance \_\_\_\_\_

Charges (select only one)  BEN - Beneficiary will pay other bank (s) charges

OUR - Remitter will pay all other bank (s) charges

### BENEFICIARY DETAILS

Account /IBAN No. \_\_\_\_\_

Full name: \_\_\_\_\_

Physical address: \_\_\_\_\_

### BENEFICIARY BANK DETAILS

Bank Name: \_\_\_\_\_

Branch Name and Address: \_\_\_\_\_

Country: \_\_\_\_\_

Bank Code Swift \_\_\_\_\_ Sort/IFSC: \_\_\_\_\_

### INTERMEDIARY BANK DETAILS

Bank Name: \_\_\_\_\_

Bank Code Swift / Sort Code / Fedwire ID / Chips / UID / Others \_\_\_\_\_

I/We confirm that:

- The information I/We have provided herein and the disclosures made are true; and
- I/We have received, read and understood the general terms and conditions that are applicable to such transfers of the Bank that are provided overleaf and undertake to observe and be bound by the same.
- I/We confirm that this payment has no direct or indirect connection with any sanctioned country including, Cuba, Iran, Myanmar, North Korea, Sudan, Syria and Yemen.

\_\_\_\_\_  
Authorized Signatory(s)

\_\_\_\_\_  
Authorized Signatory(s)

## Terms and Conditions

Terms supplement the existing terms and conditions governing Applicant's account used for the Remittance Service. To the extent of any inconsistency, these Terms shall prevail.

1. Remittance Service. (a) Bank shall use reasonable care and skill in providing the Remittance Service. (b) Unless a later date is specified in the application: Bank shall seek to execute the remittance on the business day that Bank receives the remittance application, if received prior to the applicable cut-off time at Bank's service location; otherwise, Bank shall seek to execute the remittance on the next business day. The remittance may take longer than one business day to execute. (c) Bank may instruct affiliate, another bank, a clearing house, a payment, clearing or settlement system or other payment intermediary (each a "payment intermediary") in the execution of the remittance. Each payment intermediary may rely on Applicant's remittance instructions as if directed to it. (d) Bank may not execute the remittance if Applicant's account has insufficient funds. (e) Upon Applicant's written request, Bank shall use reasonable efforts to cancel or stop the remittance however, Bank shall not be responsible if the remittance is executed. (f) Bank may act on incomplete or inconsistent instructions if Bank reasonably believes that it can complete or clarify such information without referring to Applicant. (g) Bank or a payment intermediary may make any required currency conversion. A cancellation or other return of funds may involve a reverse currency conversion, and Applicant shall bear any related loss, charges, costs and expenses of any kind resulting from such currency conversion.

2. Remittance Obligations Applicant agrees and authorises Bank to debit, upfront the remittance amount and any amount payable in connection with the Remittance Service from any of Applicant's accounts with Bank.

3. Legal and Regulatory Compliance. Bank, its affiliates and payment intermediaries are subject to the laws, orders, requests and guidelines (each a "regulation") of various governmental, quasi-governmental and self-regulatory authorities (each an "authority") and also to the respective policies and procedures (each a "policy") adopted by Bank, its affiliates and payment intermediaries relating to, without limitation: anti-money laundering; counter-terrorism financing; security, diplomatic, trade, financial, economic and other embargoes and sanctions; court orders; investigations; taxes; transaction review and monitoring; and reporting requirements. In seeking to comply with such regulations and policies, Bank, its affiliates and/or payment intermediaries may (a) suspend, reject or block the remittance; (b) restrain, deduct, impound and/or turn over to an authority, Applicant's funds in respect of the remittance, including from Applicant's accounts; (c) report the remittance, its details and those of Applicant to one or more authorities; and (d) take or forbear from taking any other action. Applicant shall bear the risk of any delay and losses relating to any and all actions or forbearance from action. Bank, its affiliates and payment intermediaries may not be permitted to disclose information relating to actions taken in respect of regulations or their policies, immediately or at any time.

4. Force Majeure. Bank may suspend or terminate the execution of the remittance as a result of any force majeure event, including, without limitation: (a) change in any regulation or in the interpretation or enforcement of any regulation; (b) act, order or request of any authority; (c) restriction or impending restriction on the availability, convertibility, credit or transferability of any currency; (d) failure or default of any payment intermediary; (e) malfunction of a computer system; (f) failure or default of a service provider or vendor to Bank; (g) any failure in the transmission of, or miscommunication with respect to, the remittance instruction; or (h) any other event beyond Bank's reasonable control. Applicant shall bear the risk of any delay and losses relating to a force majeure event.

5. Information Disclosure. Applicant consents to Bank disclosing to its affiliates, to its and their respective service providers, insurers and professional advisors and to payment intermediaries and authorities, and as required by regulation, the information that Applicant furnished in the application.

6. Limitation of Liability; Indemnity. (a) Bank shall not be liable to Applicant for any loss that Applicant may incur or otherwise suffer, however arising or described and whatever the legal basis of the liability in connection with Bank's provision of the Remittance Service. Bank shall not be liable for any indirect or consequential loss or loss of profit whether or not they were foreseeable. (b) Bank shall not be responsible for any loss Applicant may suffer or incur in connection with any act or omission of a payment intermediary. (c) Applicant indemnifies Bank and its affiliates on demand against any and all losses that Bank and/or its affiliates may incur or otherwise suffer in connection with the Remittance Service.

7. Fees and Expenses. (a) If Applicant has elected BEN on the application: Bank shall seek to collect any fees or expenses due or payable by Applicant from the remittance amount. Bank may charge Applicant additional fees or expenses for cancellation requests, returned remittance any other exceptional handling. Bank's remittance and other fees shall be in accordance with its standard tariffs.

(b) If Applicant has elected OUR on the application: Bank may charge Applicant an additional remittance fee to cover fees payable to a payment intermediary. Bank shall seek to instruct all payment intermediaries to avoid deducting any fees or expenses from the remittance amount, but Bank will not be responsible where a payment intermediary has made a deduction.

8. Arrangements with Payment Intermediaries. Bank may enter into fee and information, sharing arrangements with a payment intermediary in connection with the Remittance Service.

9. Interpretation. The terms "authority", "payment intermediary", "policy" and "regulation" have their assigned meanings throughout these Terms. The term "affiliate" means Habib Bank AG Zurich or any of its subsidiaries, including their head offices and branches.

10. Governing Law. These Terms shall be governed by the laws of the jurisdiction of Applicant's account for the remittance. The parties submit to the non-exclusive jurisdiction of the courts of the jurisdiction whose governing law applies.