



TERMS AND CONDITIONS GOVERNING OUTWARD TELEGRAPHIC TRANSFERS

- I/We am/are aware that, Intermediary/ Beneficiary Banks may hold/freeze TTs at any time for regulatory and compliance issues which may result in delays is beyond the control of Sampath Bank PLC
- I/We am/are aware of the possibility of the instructions received from the Beneficiary could be hacked and altered by fraudsters. Therefore, I/We have rechecked the Beneficiary Bank and account details by alternate methods and are satisfied with the accuracy of the same. The bank is hereby authorized to remit funds as per the instructions provided herewith.
- I/We hereby undertake to submit you within 180 (360 for machinery and heavy equipment) days copies of commercial Invoice and customs declaration both duly stamped by customs in respect of the import of goods for which payment has been made in advance by Telegraphic Transfer

1. Agreement and Authorization

1.1. By signing this Application to effect an outward Telegraphic Transfer (hereinafter referred to as "the Application") the Applicant acknowledges and agrees that the Applicant:

- a) has read and understood these terms and conditions and agrees to be bound by them,
- b) warrants and confirms that all particulars provided to Sampath Bank PLC (hereinafter referred to as "the Bank") in connection with this Application are true and correct.
- c) Authorizes the Bank to debit the nominated account with the total payment, commission and other related fees.
- d) shall answer additional written questions under certain circumstances before and after the remittance request is processed by the Bank.
- e) shall accept that the payment is to be made to the Account Number/International Bank Account Number provided.

1.2. The Applicant further agrees that the Bank shall not be liable to make any refund prior to receipt by it of confirmation of order of cancellation from the correspondent, agent or sub-agent engaged by the Bank to effect the transmission and in the case of funds already converted, only on the basis of the Bank's buying rate on the day a refund is made less the expenses of the Bank, its correspondents and agents.

2. Foreign Currency Transfers & Rates

- a) Unless specifically requested by the Applicant in writing, for transactions that require a cross currency conversion, the Bank is authorized to convert to the currency of the payment at the rate of exchange prevailing for purchasing and selling the relevant currency (as the case may be) at the time of processing of the transaction, or as agreed with the rates issued by the Bank's Treasury Department.
- b) The Applicant hereby accepts the Bank's statement in writing that it has made a conversion as referred to above as conclusive and in such a case the order in this application shall be construed as an immediate purchase of the amount of said foreign exchange at the Applicant's sole risk.

3. Charges & Commission

- a) The Bank is authorized to debit the charges and commissions to the Applicant's nominated account for processing of the Application as per the Bank's published rates and tariffs guide. The charges may be revised from time to time at the discretion of the Bank.
- b) Correspondent Bank commissions, fees, or other charges.
The Applicant agrees that a Correspondent bank may charge commissions, fees, or other charges in making the payment to the beneficiary's account. The Correspondent Bank will either deduct these commissions, fees, or charges from the funds paid to the beneficiary's account, or pass them on to the Bank.
Where the deduction is made to a beneficiary, the Applicant agrees that the beneficiary will receive less than the payment amount specified in the Applicant's remittance instructions. If the commissions, fees, or other charges are passed to be paid by the Bank, then the Applicant agrees to reimburse the Bank for same.

4. Indemnity

4.1. Without limitation to any other provisions hereto the Applicant agrees to indemnify the Bank against any and all losses, damages, claims, liabilities, costs (including legal costs on a full indemnity basis) which the Bank may suffer or incur arising from or in connection with any outward telegraphic transfer/transaction effected by the Bank hereunder.

- 4.2. The Applicant further agrees to absolve the Bank from any and all liabilities or losses arising from any cause beyond its control including, including but not limited to the following:
- a) the act, failure or neglect of any agent or correspondent selected by the Bank for the remittance thereof.
 - b) the act, failure, omission, or neglect by the Applicant.
 - c) any delay, error, omission or default of any mode of transmittance including SWIFT messages.
 - d) the acts or edicts of any government or governmental agency or other group or groups exercising governmental powers whether de jure or de facto

5. Tracing of Payments

The Applicant agrees that the Bank shall be under no obligation to obtain a confirmation or a receipt of remittance from the beneficiary or the beneficiary's Bank. The Bank may, on request make reasonable efforts to trace a payment.

6. Restrictions under Foreign Exchange Act

The Applicant agrees to abide by the prevailing Foreign Exchange regulations neither the Bank nor its correspondents, agents or sub agents shall be liable for any losses or delays caused by any restriction under the Foreign Exchange Act or other restrictions which may be imposed by the rules and regulations of the Government of Sri Lanka and of the country where encashment is to be made.

7. Working days

The Applicant agrees that the Bank will use reasonable endeavors to process Applications received by the Bank before the Bank's specified cut-off time. Applications received after such cut-off time will be processed on the next Banking day. For this purpose, all bank holidays and weekends are non-working days.

8. Privacy

The Applicant agrees that the Bank collects personal information in order to carry out the instructions given by the Applicant and to comply with all applicable laws in Sri Lanka. The Applicant hereby acknowledges that the Bank may disclose such information to the beneficiary's Bank, a correspondent Bank or any relevant government or regulatory authority or court of law.

9. Jurisdiction

The Applicant hereby agrees that the laws of Sri Lanka shall govern these Terms and Conditions, and the parties shall submit to the exclusive jurisdiction of the courts of Sri Lanka. These terms may be varied by the Bank from time to time. The Applicant hereby agrees and undertakes to abide by these Terms and conditions as may be amended from time to time.

Applicant signature :