



Habib Bank AG Zurich

Standing order application

Fill in BLOCK letters and check where appropriate

Date
day month year

The Manager,
_____ Branch,
United Arab Emirates.

Dear Sir/Madam,

I/We hereby request for **New** to **Delete** to **Amend** Standing Instruction (specify Instruction # to amend) , effective on and applicable on:

Telegraphic Transfer (specify details below)

Debit account number* - - - - -

Account title* _____

Physical address* (Other than P.O. Box) _____

Frequency Fortnightly Monthly Quarterly Other _____

Remittance currency* AED CHF USD EUR GBP CAD Other _____

Remittance amount in figures* (_____ in words)

Purpose of payment* (for Telegraphic transfer, Demand draft or Pay order)

For Business Accounts Only (select one of the following):

- Allowance Bonus Commission Compensation End of Service Leave Salary Overtime Salary Tickets Agency Commission Corporate Card Payment Charity Remittance Cross Border Payment Miscellaneous Payment (Invoice Details/Beneficiary/Ordering Customer Reference number required)

For Personal Accounts Only (select one of the following):

- Cross Border Payment Credit Card Payment Charity Remittance Miscellaneous Payment (Invoice Details/Beneficiary/Ordering Customer Reference number required)

Charges* (select only one) BEN - Beneficiary will pay other bank(s) charges OUR - Remitter will pay all other bank(s) charges

Beneficiary's name*

Beneficiary's physical address* (Other than P.O. Box) _____

Beneficiary's account/IBAN No*

Beneficiary's bank name, branch & address* _____

City/State/Province* _____ Country* _____

Beneficiary's bank code
SWIFT / Sort code / Fedwire ID / CHIPS UID / Other

authorized signatory initial(s)

NOTE:

- The customer understands that the bank shall not be held responsible for any erroneous transaction(s) arising out of incorrect, incomplete or illegible details provided by the customer.
- In the case of multiple signatories, authorized signatories must initial as per the account mandate.
- The customer agrees to abide by all the Terms & Conditions on the last page, which are subject to change without any prior notice.

Internal Transfer (specify details below)

Purpose of transfer _____

In the event of:

A: Periodic Transfer:

I/We hereby authorize the Bank to execute Periodic Fund Transfer for the amount AED / USD _____, as follows:

Frequency: Daily Weekly Fortnightly Monthly Quarterly Half-yearly Yearly

Debit account (IBAN) _____

Account title (Debit account): _____

Credit account (IBAN) _____

Account title (Credit account): _____

B: Balance exceeding:

I/We hereby authorize the Bank to execute Fund Transfer if balance exceeding amount AED / USD _____, as follows:

Debit account (IBAN) _____

Account title (Debit account): _____

Credit account (IBAN) _____

Account title (Credit account): _____

C: Balance going below:

I/We hereby authorize the Bank to cover the shortfall if account balance goes below by amount AED / USD _____, as follows:

Debit account (IBAN) _____

Account title (Debit account): _____

Credit account (IBAN) _____

Account title (Credit account): _____

D: Maintain balance between:

I/We hereby authorize the Bank to maintain balance between AED / USD _____ and AED / USD _____

in my/our **Account (A)** and adjust the surplus or deficit from my/our **Account (B)**, as specified below:

Account A (IBAN) _____

Account A title: _____

Account B (IBAN) _____

Account B title: _____

Conditional account-to-account Transfer - SWEEP (specify details below)

I/We hereby authorize the Bank to;

Debit my/our account (IBAN) _____

Account title (account to be debited): _____

to cover the shortfall in case of overdrawn or insufficient funds to process any transaction for;

Account (IBAN) _____

Account title (account to be credited): _____

I/We authorize the Bank to debit my/our account (mentioned above) for setup or maintenance charges applicable towards Standing Instruction. I/We hereby agree to abide by the terms & conditions applicable to Standing Order(s) as well as general terms and conditions of the Bank.

Yours faithfully,

authorized signatory(s)

FOR OFFICE USE

Transaction reference number _____

SRL checked _____



Input by _____

Authorized by _____

name and signature

name and signature

NOTE:

- The customer understands that the bank shall not be held responsible for any erroneous transaction(s) arising out of incorrect, incomplete or illegible details provided by the customer.
- In the case of multiple signatories, authorized signatories must sign as per the account mandate.
- The customer agrees to abide by all the Terms & Conditions on the next page, which are subject to change without any prior notice.

TERMS AND CONDITIONS

Standing Order

- 1) The Customer agrees to hold harmless and indemnify the Bank against any loss, cost, damages, expense, liability or proceedings which the Bank may incur or suffer as a result of the Bank acting upon or delaying to act upon or refraining from acting upon the said instructions. The Bank shall not be liable for any loss, delay, error, omission which may occur in the transmission of the message or for its misinterpretation when received or any delay caused by the clearing system of the country in which the payment is to be made or any act of default or negligence of the beneficiary's bank in collecting the remittance. In no event shall the Bank under any circumstances be liable for any loss of profits or contracts or special, indirect or consequential loss or damages.
- 2) The Bank will use reasonable endeavours to process applications received by it before the specified cut-off times as notified by the receiving branches or centres from time to time. Applications received after such cut-off time will be processed on the next working day. For this purpose, Fridays and all Bank Holidays are non-working days.
- 3) If the transfer authority is submitted by postal or messenger service or by fax (or otherwise than by the Customer in person) the Bank may act upon such authority ("Instructions") and may presume that they are genuine and accurately represent the wishes of the Customer, even if the instructions are actually compiled or sent in error or by fraud or negligence or altered or amended by someone other than the Customer with or without the actual knowledge or instructions of the Customer. The Bank has no duty, nor is it under the obligation, to verify the fact or genuineness of the instructions.
- 4) The customer shall maintain sufficient balance in the customer account to enable the Bank to carry out the standing order on each and every payment date.
- 5) On the payment date, the Bank reserves the right to determine the priority of this payment order against cheques and other payment instructions presented or any other existing arrangements made with the Bank and not to make payment under the standing order if it is determined that considering the priority of other competing payments, this would result in the account becoming overdrawn or, if an overdraft facility has been made available, the overdraft limit being exceeded.
- 6) Neither the Bank, nor its Branches, Correspondents, or Agents are responsible for any loss, delay, error or omission arising out of any mode of communication used for effecting these payments.
- 7) If, in the sole opinion of the Bank, the account has insufficient funds, the Bank is not obliged to advise the Customer. It may nevertheless, but without any obligation to do so, exercise its discretion to either remit the standing order in which case the Customer must immediately repay any overdraft arising therefrom or alternatively, may choose to execute the standing order at a later date.
- 8) If there are insufficient funds in the account for three successive months, irrespective of payment frequency, the Bank may without notice to you cancel this instruction.
- 9) The Bank may at its discretion, levy a charge for each payment not effected due to insufficient funds in the account.
- 10) This standing order shall remain in full force and effect until the Bank is advised writing by the customer that no further payment is required.
- 11) The Bank may at its discretion terminate this order as to future payments at any time by notice in writing to me/us or without notice at any time after being advised by the payee that no further payment is required.
- 12) In the event of the death, incapacity, bankruptcy or insolvency of the customer the Bank shall not be liable for any loss arising and continue to effect transactions under the standing order unless and until it has received written notice of the same together with satisfactory documentary evidence as determined by the Bank.
- 13) Any amendments / cancellations of this standing order shall be in writing and reach the Bank at least one week before the next successive payment is due. A charge will be levied for any new standing order and for each subsequent amendment.
- 14) A commission charge will be levied for each periodic payment effected by the Bank. In addition, incidental postage and / or stamp duty if applicable, will also be levied.
- 15) Although the Bank will endeavour to effect such periodical payments, it accepts no responsibility to make the same and accordingly the Bank shall not incur any liability through any refusal or omission to make all or any of the payments or by reason of late payment or by any omission to follow such instructions.
- 16) If this standing order is, or purports to be, signed or executed by or on behalf of more than one person then the liability of each such person hereunder shall be joint and several and each and every agreement and obligation herein shall be construed accordingly.
- 17) This instruction is subject to any arrangement now subsisting or which may hereafter subsist between the customer and the Bank in relation to the customer account or any banking accommodation afforded to the customer.
- 18) This document shall be read in conjunction with our Customer Terms and all other terms and conditions that form part of our banking agreement. To the extent of any inconsistency between these terms and conditions and our Customer Terms, these terms and conditions shall prevail.
- 19) The Bank reserves the right to perform such additional verification(s) as may be required prior to processing the request. Failure of any of the verification requirements may result in delayed execution or rejection of the Standing Order Request.
- 20) As per UAE Central Bank guidelines, credit to accounts held in banks operating in UAE will be effected solely based on the beneficiary IBAN. Any other information provided including Beneficiary Name and other details, may not be used.

Additional Terms & Conditions specific to Telegraphic Transfers

- 1) The Bank shall not be liable if the payment of a draft is stopped or funds withheld by action of a de facto authority for any reason or cause whatsoever.
- 2) It is understood that SWIFT messages are sent entirely at the Customer's risk. The Customer agrees to hold harmless and indemnify the Bank against any loss, cost, damages, expenses, liability or proceedings which the Bank may incur or suffer as a result of the Bank acting upon or delaying to act upon or refraining from acting upon the said instructions. The Bank shall not be liable for any loss, delay, error, omission, etc. which may occur in the transmission of the message or for its misinterpretation when received or any delay caused by the clearing system of the country in which the payment is to be made or any act of default or negligence of the beneficiary's bank in collecting the remittance. In no event shall the Bank nor its branches, or correspondents under any circumstances be held responsible for any loss of profits or contracts or special, indirect or consequential loss or damages.
- 3) In the absence of specific instructions, all charges/commissions outside the UAE are for the beneficiary's account. The Customer may be unable to obtain full value under a demand draft/telegraphic transfer on account of exchange or other restrictions applicable in the country of payment or to the paying bank or charges and fees of the paying bank.
- 4) Encashment of the remittance is subject to any exchange control or other restrictions which may be imposed by the rules and regulations of the country where encashment is to be made. Neither the Bank nor its correspondents or agents shall be liable for any loss or delay caused by any such rules and regulations.
- 5) The Bank will use reasonable endeavors to process applications received by the Bank before the specified cut-off time notified by the receiving branches or centers from time to time. Applications received after such cut-off time will be processed on the next working day. For this purpose all holidays and Fridays are non-working days.
- 6) Telegraphic transfers will be effected with SPOT value (two business days after the date of receipt of request by the Bank). Applications for the same day value are subject to the time when the application is received, as well as cut-off times related to the geographical location of the payment destination.
- 7) If a Demand Draft/Pay Order is lost or stolen the Customer agrees to provide the Bank with an indemnity and/or other document(s) it deems necessary to the Bank. In the case this draft is lost or stolen the Bank is not liable for immediate refund.
- 8) If the application is not submitted by the Customer in person and is received through any other channel (e.g. postal or messenger service or by fax), the Bank may act upon such authority ("instructions") and may presume that they are genuine and accurately represent the wishes of the Customer, even if the instructions are actually compiled or sent in error or fraud or negligence or altered or amended by someone other than the Customer with or without the actual knowledge or instructions of the Customer. The Bank has no duty to verify the fact or genuineness of the instructions.
- 9) If a refund or non-payment of the remitted amount is desired from the Bank by the applicant, after receipt of funds from the beneficiary's Bank, the Bank shall, at its discretion make the payment to the applicant at the prevailing buying rate for the relevant currency less all charges and expenses.
- 10) The Bank shall not be responsible or liable for damages if the draft is not rendered for payment to the Bank six months from the date of issue.
- 11) The Customer understands that the Bank shall not be held responsible for any erroneous Payment to Account, Bank, and Credit institutions, arising out of incorrect, incomplete or illegible details such as Name, Account, Bank's Name, Branch, etc. provided by the Customer.
- 12) The Customer understands and gives full freedom to the Bank to select the channel for Payment, including the method of payment and Correspondent Bank(s). The Customer further confirms and agrees to waive any right for holding the Bank responsible for any mistakes or omissions caused by or due to the Channel selected by the Bank and the Correspondent.
- 13) For transactions that require a cross currency conversion, the Bank will convert to the currency of the payment at the rate of exchange prevailing for purchasing & selling the relevant currency at the time of processing of the transaction.
- 14) Correspondent /Intermediary bank's may charge commissions, fees, or other charges in making the payment to the beneficiary's account. The Correspondent/Intermediary bank will either deduct those 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, the beneficiary will receive less than the payment amount specified in your instructions. If the commissions, fees, or other charges are passed to the Bank then you will be required to reimburse the Bank for those charges.
- 15) In the event the Bank has reason to believe that the payment instruction submitted may have compliance related issues in any country, the Bank may cancel or delay the payment. It is also understood and agreed that any request for the information available related to the transaction will be submitted to the Bank in the event the Bank receives query(s) from any bank relating to this payment instruction.
- 16) Please be advised that, as per Central Bank guidelines, credit to accounts held in banks operating in UAE will be affected solely based on the beneficiary IBAN. All other information provided such as the beneficiary name and other details will not be used.