

GENERAL TERMS AND CONDITIONS GOVERNING THE OPERATING OF ACCOUNT WITH ACLEDA BANK PLC.



This "General Terms and Conditions", or "Agreement", is established as a standard for transparency of bank account execution and customer protection, and use in conjunction with "Conditions and Fee Charge of Account Operations" and our "Interest Rate Table" provided to customer. Together, the Account conditions or this agreement and Fee Charge of Account Operations explain our deposit, saving and other services that ACLEDA Bank Plc. provided.

When you agrees to open an account in front of an agent or open an account via automated machine or online system, the bank confirms that customer has accepted to this agreement, agreed with Interest Rates and Fee Charge of Account Operations that ACLEDA Bank Plc has officially launched, and this Agreement will be effective.

We may change the Agreement, Interest Rate Table and Conditions and Fee Charge of Account Operations at any time subject to applicable law and real situation happened. The latest version will be available on the website <https://www.acledabank.com.kh> for the purpose of disseminating to customer and implementing the account with current and future. Except indication herein, we will inform you of changes that affect to yourrights and obligations.

The words "you" "your" "yours" and "customer" refer to the register who request to open an account or the account holder(s) or User who operate the bank services.

The words "We" "us" "the Bank" and "our" refer to ACLEDA Bank Plc.

1. ACCOUNT OWNERSHIP

You may open an account in your name or join with other person(s) or on behalf of other persons or companies. This following is the available types of ownership:

1.1 INDIVIDUAL

This account opened by an individual with sole proprietorship or named as beneficiary.

1.2 CORPORATE

This account opened by authorized person "authorized signatories" on behalf of a company, including Partnership, Corporation, NGOs/IOs, Projects, etc.

1.3 JOINT ACCOUNT

This account opened by two or more parties to hold equal ownership in funds deposited. These terms and conditions will apply to all of the joint customers together and individually. Each joint customer will be individually liable to the Bank for the full amount of any liability of the joint customer to the Bank.

2. ACCOUNT OPENING

2.1 The applicant(s), the "customer" must complete and to do Thumbprint/Biometric or sign the forms provided by the Bank and give the identification document of individuals and/or entities and other document in accordance with the bank's policies and procedures to verify accuracy and validity. Any change in the information must be notify to the Bank. In the case where the customer is unable to sign or to provide a Thumbprint with a disability, to do the following:

- Both blinds: another legal person is required to accompany (guardian, relative, or any person who the customer trusts ...) and a written confirmation on the original copy of identification document of affiliation and responsibilities as a witness.
- Disability in both hands: footprint instead of thumbprint or apply as a blind customer is required.

2.2 A minimum sum, as determined by the Bank, must be deposit into an account at the same time to open the Bank account.

2.3 Current account is required customer to use check to operate transaction. The saving account can use the passbook or the account information card according to the customers' needs.

2.4 For all types of current accounts, the customer shall authorize the ACLEDA Bank Plc. to submit any information of check issuing with insufficient or none to third parties through Credit Bureau for the purposes stated in Prakas on sharing credit information. Meanwhile, customers have the right to receive their information and data, and have the right to appeal for correction or deletion of such data if there is sufficient evidence in accordance with the procedure set forth in the NBC Prakas.

2.5 All accounts are motivated to register in ACLEDA Mobile and/or ACLEDA Internet Bank services, to be easy to manage and operate account such as funds transfer, payments, funds transfer in/out securities trading account, and especially view account statement at anytime and anywhere, etc. For the accounts of those who benefited from NSSFC or NFV or PWDF will be except if customer is unable to use the services.

2.6 All US Citizens account holder are required to provide a TIN-Tax identification number by completing the W-9 form in accordance with the tax compliance for US Overseas Accounts as stated in principle of ACLEDA Bank Plc.

3. CLOSING ACCOUNT

- 3.1 To close the individual, you are required to complete the Closing Account Application Form provided by the bank and for joint account must approve by all members or may allowed any member according to the Operating Conditions of Closing Account as determined by the bank. For remained balance will be withdrawal in compliance with the condition of operation and specimen signature kept in the bank.
- 3.2 To close corporate account, customer (the account holder or authorized person) is required to properly write closing account letter with specimen and stamp (if any) or complete the Closing Account Application Form. Making the remained balance withdrawal must comply with the condition of operation and specimen signature kept in the bank.
- 3.3 Fee will charge with a certain amount set by the bank if you close your account within three (3) months from the opening date of the account.
- 3.4 Closing Savings Account is not required you to return Passbook and Customer Account Information, except the necessary case only.
- 3.5 You are required to return all blank checks to the bank and ensure that there is no any used check unless you have to notify before closing current account, otherwise, the customer must make a written guarantee before closing the account. In the event of the account holder issuing a check with insufficient or none more than three payments, the bank is automatically entitled to close the client's account even if the bank has not yet collected any new or outstanding checks.
- 3.6 The customer must obtain all necessary approvals, if any, from the Cambodian authorities, which may be required to enable the customer to open, maintain and operate the account with the Bank. The Bank may request the customer to provide evidence of such approval at any time.
- 3.7 The bank reserves the right to block/detention/temporary confiscation (with the guidance or request of the competent authorities) or close the customers' accounts without prior notice, if there is evidence that:
 - Customers do not comply with all applicable laws, rules and regulations in connection with account operation such as Law on Anti-money Laundering and Combating the Financing of Terrorism, Law on Combating Financing of Genocide, etc.
 - The account transaction of customer might violate any Law of the Kingdom of Cambodia or any other country or directly or indirectly involve with any designated individual or entity prohibition or any illegal activities or transfer in/out with sanction countries, etc.

4. OPERATION OF ACCOUNT

- 4.1 All instructions to the Bank must be in writing with the original Thumbprint/Biometric or signature of the account holder or the authorized in the same style as given in the specimen Thumbprint/Biometric or signature provided to the Bank. In the case where the customer is unable to sign or to provide a Thumbprint with a disability, must be comply with account opening conditions. The withdraw cash or transfer by using automatic fingerprint machine under limitation amount is not require to do signature or thumbprint on withdrawal or transfer voucher any more. It is not the Bank's policy to accept photocopies or instructions by phone, fax, and telex or e-mail unless the customer has made separate arrangements in writing with the Bank. Ambiguous or conflicting statements obtained from customers will not be undertaken until the instructions have been properly clarify.
- 4.2 The customer will obliged by any arrangements agreed with the Bank for checks issue or check written or accounts operation including arrangements for the joint signature, multiple signatures, maximum or minimum amounts of any accounts.
- 4.3 All cash transactions such as transfer in, deposit, or other transactions that have different currencies from the original currency of the customer account at ACLEDA Bank, the Bank will automatically convert those currencies to be the same as original currency of the customer account in accordance with the prevailing exchange rate of ACLEDA Bank.
- 4.4 The Bank shall have the rights, at its sole discretion, to pay to accountholder any amount to be withdrawn from the Foreign Currency (other than the United State dollar) Account by any or the combination of the two following methods:
 - By cash payment in United State dollars or Khmer Riel, converted from the equivalent of the relevant foreign currency at the Bank's then prevailing rate of exchange, and/or
 - By cash payment in the same foreign currency of account. Through this option, the Bank's Commission in lieu of Foreign Exchange may apply.

4.5 For Securities Trading Transaction, account holders must hold cash at least 100% of total value of share purchased including trading fee in their trading account (Trading Account Balance > 100% of Total Securities Value " Securities Price* Number of Shares Purchased " Plus Trading Fee). Securities Trading Settlement between Client Money Account, Own Account, and Settlement Account of Securities Firm with Account of Cambodia Securities Exchange will be made when ACLEDA Bank Plc. receive E-settlement instruction order through Cambodia Securities Exchange's system without any permission of account holders. Other transactions beside the mention above must be complied with General Terms and Conditions Governing the Operating of Account with ACLEDA Bank Plc.

5. ALTERATION

- 5.1 All types of account (Saving account, current account, demand account, term deposit, and other account) may change any information anytime you want. You are required to fill out the Change Information Application Form at the offices or download Website: <https://www.acledabank.com.kh/kh/eng/formcenter> and properly fill in the form provided to the bank, including valid documents and/or other necessary documents in connection with the exchange of information. This information is only valid until the customer has been informed the new and you are solely responsible for any damage that may be caused by updating the information.
- 5.2 The completion on Change Information Application Form above also applies to joint and corporate accounts, but it must approve by all members, or may allow any member to request in accordance with the operating conditions at the discretion of the bank. Otherwise, the corporate account also allows request changing information through a notice to the Bank in writing by account holder or authorized person.
- 5.3 The changing of identification documents or related documents when the document reaches the customer's mandatory expiration date to legal validate the document and can provide to the bank at the office or VTM Machine. The Bank will notify you by any means or take other measures to update legal documents related to expired accounts.
- 5.4 The bank reserves the right to override any changes of customer's information if it observes that the request of customer does not perform properly regarding to the general terms and condition governing the operation of account with the Bank.

6. OVERDRAFT LIABILITY

In the case of overdraft withdrawal (the balance in the account), the customer has to repay the overdraft to the bank and interest payment on the daily debit balance and other penalties as determined by the bank.

7. PRUDENTIAL

- 7.1 Loss or theft of Passbook you must notify to the bank immediately in writing with the information such as date, time and place where the Passbook have been lost or stolen.
- 7.2 Due to the loss or theft of Passbook, the bank will provide you the new Passbook for using with the existing account number but you are required to pay fee as determined by bank. The bank has no liability to you or anyone else in connection with this account before your notification.
- 7.3 When losing blank checks, you are required to notify the bank immediately in writing with information such as account name, account number, specifying the time, date, place, the number of sheet and check serial number that you lost in order the bank automatically stop that check(s).
- 7.4 When losing check with note amount or stop any checks, you are required to notify the bank immediately in writing with information such as account name, account number, specifying the time, date, place, check serial number, exact amount of the check, the name of the person or entity who is the check receiver and the reason for termination. If information you provide is incorrect, we are not liable to you or anyone else if we do not stop payment on the item.
- 7.5 You are required to keep a minimum balance in your account with us. Fees will be debited from customer's account at the end of each month if the account balance falls below minimum balance unless prior arrangements or approval from bank.
- 7.6 On the death or incompetence of a joint customer, the bank will handle all account balances and collaterals belonging to the joint account as order of the survivor(s) who are still a member as reference.
- 7.7 Customers could request the authorization of the beneficiary through bank advance instructions to withdraw and make a transaction in emergencies that the eventually arises, follow the Bank's procedure in force.

8. CURRENT ACCOUNT

- 8.1 Check must use in accordance with law on Banking and Financial Institutions of Kingdom of Cambodia and the customer acknowledges that such law may restrict the making of certain payments in Cambodia in US Dollars or other foreign currency. The Bank has no liability to ensure that it is lawful and refuses to make payments until the Bank is satisfied that it is valid by the law.
- 8.2 Each Checks issued must provide sufficient funds for the bank to be paid; otherwise, the customer will be fined in accordance with the law on Banking and Financial Institutions of Kingdom of Cambodia and/or responsible law.

- 8.3 All issued checks shall be paid at presented date, and even any holder presents checks before its due date, the checks shall still be paid at the presented date. Thus, you must ensure all checks issued must have sufficient funds; otherwise, the Bank has no liability to you for this case.
- 8.4 Check drawn from your account must be on the forms printed and supplied by the Bank and completed in the manner required by the Bank. Each check must be signed by the authorized signatories in the same style as the specimen registered with the Bank and stamp (if any).
- 8.5 In the event that the Bank dishonors a check, the Bank may return the check to the presenter (it is not the bank obliged) and state the reason the check is dishonor. The Bank shall not be liable to you or to any third party for dishonoring a check even if the check could have been honor. This provides the Bank acts in good faith.
- 8.6 The Bank reserves the right not to accept check for credit to an account if the payees name is not identical to that of the Customer shown on the Bank's record.
- 8.7 The Bank, at its discretion, may accept deposits funded by check. Such deposits will become effective and earn interest after they have been clear. A receipt issued by the Bank must be issue to acknowledge all deposits paid to the Bank for credit to an account. The Bank will not be liable to account for deposits where no such receipt has been issue.
- 8.8 The Bank acts as the customer is collecting agent for check deposited with the Bank on collection. Risk for collecting remains with the customer. In a case where a check is not paid, the Bank shall have the right to obtain payment from the customer for amount of the credit and the entry to the account will be reverse.

9. ACCOUNT STATEMENTS AND ACCOUNT INFORMATION

- 9.1 All economic transactions occurred in account, account owner has to clearly check and verify them via ATM, ACLEDA Mobile Banking, ACLEDA Internet Banking or statement provided by the bank. In case of irregularity, or if there is a discrepancy between the note and the account statement received by the Bank, the customer shall be notified back not later than 60 days after the date on which the account transaction took place to allow the bank to review the discrepancies and properly correction. For account transactions arising from operator errors or technical errors, the Bank is authorize to adjust the report to the real situation.
- 9.2 All correspondence and notices to you for an account shall be send to your E-mail address fill in the account opening applications or the latest E-mail address that the customer has notified in writing to the bank. The Bank shall not be oblige to ensure that you have actually received the correspondence.
- 9.3 The customer authorizes the Bank to disclose any information relating to the customer, his financial affairs or accounts at any of the Bank's branches if it is required to do so by authorities, auditing, others case with the consent of you and in accordance with the laws of the Kingdom of Cambodia.

10. FEES AND SET-OFF

- 10.1 The Bank may establish fees applicable to deposit accounts, and such fees shall be set forth in the Account Terms and Fee Table applicable to enable customers to obtain account information and fees. The transaction fees from the account must be in accordance with the fees that the Bank has officially launched.
- 10.2 Customers must review the fees that the Bank officially launches or the agreed fees before committing to each transaction and agree to pay fee in cash or deduct from their account and other costs involved. The transaction fees that already agreed do not allow modification or change without the consent of either party.
- 10.3 You will pay all expenses related to the operation of the account or check or any other service as required by the Bank and the Bank will charge any fees in cash or deduct from your account in accordance with the real situation.
- 10.4 The Bank has the unanimous at any time and without prior notice or liability to account for loss of interest, the right to deduct balance from the customers' accounts to pay debts, payments, expenses, penalties and other fees owed by the bank. The other fees or adjust on the settlement resulting from the technical error, whatever description with the Bank. In case customer's account has insufficient fund, the Bank will inform customer to deposit sufficient amount. The Bank will charge interest 2.5% (two percent and a haft) per month on the debt amount, exclude the accounts for overdraft. This right applies to all accounts types and in all bank offices.
- 10.5 The Bank may notify you 30 days in advance in case of any amendment fee change, we provide you the notice via any ways of the following means:
 - Send notification directly to you via e-mail,
 - Publicize on newspapers,
 - Notice at our bank offices,
 - Post in our Website, or
 - In any other way possible

10.6 If the Bank seeks in any manner to enforce or protect any of its rights or resolve any dispute relating to an account, the customer will pay the Bank all the costs, fees and incidental charges including legal fees and the Bank is authorised to debit the customer's account accordingly.

11. INDEMNITY

11.1 The customer shall agree to reimburse the bank unconditionally for damages, protests, claims, measures, debts, responsibilities for legal expenses and other expenses even under any circumstance, which reimbursement is relevant to the mistakes in connection with all types of customer account transactions.

11.2 The bank shall not be responsible for any protests, claims, measures, lawsuits, loss of benefits, and other expenses, including relevant expenses to the law, debt or responsibility for the mistakes may occur spontaneously in relation to customer account transaction no matter what the customer account is, except for technical errors made by the bank.

12. MISCELLANEOUS

12.1 The Bank may retain as security for liabilities all property or monies of other assets owned or placed by the customer in the Bank's possession or custody for safekeeping or otherwise.

12.2 If the amount to be paid to the bank is the amount that will be deducted or withdrawn, the account holder(s) have to pay to the bank the any addition amount to be ensure that the bank can receive the net amount after the deduction or withdrawal is equal the amount to be paid to the bank.

12.3 The customer's liabilities to the Bank will not affect by any change in its constitution or legal status and will bind all successors of the customer.

12.4 Credit interest is daily and automatically accrue and poste to your account for a fixed period of each type of account. Your interest receivable is subject to withholding tax at the prevailing rate set by the Tax Department, Ministry of Economy and Finance. This amount of tax is debit directly to your account held with us.

12.5 All of account which does not have withdrawal, deposit, or transfer/payment in or out into account at counter or via digital banking, other fee that deduct from customer's account and any activities processed by the Bank such as interest credited or other fees deduction for more than 12 months, will automatically become Dormant Account in the system (inactive account). The fee will directly charge from those accounts as determined by the Bank.

12.6 In the event that any of the conditions set forth above is not in accordance with the laws of the Kingdom of Cambodia, it shall be abrogate but does not affect the validity of the other applicable conditions.

12.7 You may agree to the latest version available on ACLEDA's official website by tick agree (✓) in Application Form and keep filing in customer document or received by any possible electronic ways send by ACLEDA to confirm yours properly applying the use of account with ACLEDA Bank Plc. In the case of Khmer version has a different meaning to the English version, the terms of the Khmer version shall prevail.

I/We have read, understood and agreed to all the meanings as set forth in the terms and conditions above.