General Terms & Conditions Good & Services

1. Definitions

1.1 In relation to the terms and conditions set out below ("Conditions") the following words shall have the following meanings:

(i) **"Goods**" means tangible items;

(ii) **"Services**" means include but are not limited to, installation, maintenance, and other types of labor based services

(iii) "**Contract**" means an agreement relating to the supply of Goods and/or Services to Purchaser by the Vendor made pursuant to a Purchase Order and/or Work Order issued by Purchaser pursuant to the Conditions;

(iv) "**Purchase Order**" means an order for a specific number of Goods depending on Purchaser's requirements from time to time which is placed by Purchaser with the Vendor pursuant to the Conditions and Purchase Orders shall be construed accordingly;

(v) "**RHB Bank**" means RHB Bank (Cambodia) Plc of Companies;

(vi) **"Quality Control Procedures**" means Purchaser's quality control procedures details of the Goods, which shall be advised and notified to the Vendor at any time and from time to time, including but not limited to the following:

(a) The Goods will be free from defects (manifest or latent) in materials and workmanship;

(b) Conform with the specifications, drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available to the Supplier) supplied by, or on behalf of the Supplier;

(c) Be free from design defects; and

(d) Be suitable for the purposes intended by Purchaser which Purchaser has notified to the Vendor in writing. The Vendor irrevocably and unconditionally acknowledges and agrees that the approval by Purchaser of any designs provided by the Vendor will not relieve the Vendor of any of its obligations under this clause.

(vii) "**Work Order**" means a request or order placed by Purchaser with the Vendor for the Services (depending on Purchaser's requirements from time to time) pursuant to this Conditions and Work Orders shall be construed accordingly.

(viii) "**Other Purchaser**" means other entity (ies) within the RHB Bank of Companies that also receives the goods or services supplied by the Vendor as confirmed by the Purchaser pursuant to the Contract.

(ix) "**Purchaser**" means entity (ies) within the RHB Bank that engaged the Vendor for the supply of goods or services pursuant to this Conditions and Purchase Orders.

(x) "**Vendor**" means contractor appointed by Purchaser that supplies the goods or services to the Purchaser and/or Other Purchaser and Purchase Orders.

(xi) "**Paties"** means vendor and RHB Bank.

2. Quality Control

2.1 All quality control procedures issued by Purchaser any time and from to time to time shall form part of these Conditions.

2.2 If:-

(a) The initial quality control procedures are not complied with or completed to Purchaser's satisfaction, or

(b) At any time thereafter, ongoing quality control procedure are not complied with, to Purchaser's satisfaction Then Purchaser may terminate the whole or any unfulfilled part of any applicable Contract at any time without further liability to the Vendor other than to pay for any Goods and/or Services which Purchaser has received from the Vendor and which Purchaser does not reject pursuant to any provision of the Conditions.

2.3 The Vendor shall grant to representatives of Purchaser access at all reasonable times to the Vendor's premises and any premises where Goods/and or Services, or any materials from which Goods are manufactured, processed, packed, stored or collected for the purposes of inspecting and examining materials used in, and the process of manufacture, processing, packaging, storage and collation of, any Goods being supplied or to be supplied to Purchaser.

2.4 Notwithstanding inspection or examination by Purchaser pursuant to Condition 3.3, such inspection or examination shall not absolve the Vendor from responsibility or liability under these Conditions nor imply acceptance of the Goods by Purchaser.

2.5 Purchaser shall be entitled to conduct any test or other procedures either at the Vendor's premises or otherwise on any Goods or any materials from which Goods are manufactured, processed, packed, stored or collected as may be deemed by Purchaser to be necessary to be conducted. The cost of any such testing, auditing, checking or evaluation shall be borne by the Vendor and the Vendor shall pay such amount as Purchaser shall notify to the Vendor immediately forthwith upon demand.

3**. Non-exclusive**

The Parties hereby acknowledge that nothing herein shall impose upon Purchaser any obligation to purchase the Goods and/or the Services or any part thereof on an exclusive basis from the Vendor.

4. **Packaging (Goods Only)**

Vendor shall provide proper and adequate packaging in accordance with prevailing commercial best practices to ensure that material shipped to Purchaser will be free of damage. Vendor shall use commercially reasonable efforts to utilize recycled and/or recyclable packaging materials. Expenses incurred by Vendor due to Vendor's noncompliance with such instructions will be for Vendor's account. Purchaser reserves the right to reject any and all shipments deemed by Purchaser to have been inadequately packaged. All packaging and the delivery of such packaged Goods shall be at the expense of the Vendor unless confirmed otherwise by the Purchaser.

5. **Contamination (Goods Only)**

5.1 In the event that any Goods supplied by the Vendor (whether or not such Goods have been supplied to Purchaser) are discovered to have been contaminated whether deliberately or accidentally prior to delivery by the Vendor, Purchaser shall be entitled, without further liability to the Vendor:-

(a) To suspend delivery of, and/or

(b) To terminate any Contract for, and/or

(c) To require the Supplier to collect at its own risk and expense any stocks already held by Purchaser of, any Goods so contaminated and/or any Goods of the same description as those so contaminated and/or any other Goods supplied by the Supplier the resale of which PURCHASER, in its absolute discretion considers is or will be commercially unviable as a result of the contamination and PURCHASER shall be released from any obligation, which has already arisen to pay for, and shall be entitled to a full refund of any sums already remitted in payment for, any such Goods.

5.2 For the purposes of Condition 5.1, Goods will be deemed to be contaminated where they contain any substance or possess any quality or attribute which, in Purchaser's opinion, is actually or potentially harmful to consumers or renders re-sale of the Goods commercially unviable or where a claim by any person that the Goods have been interfered with becomes public knowledge.

6. **Performance of the Services**

6.1 The Vendor shall commence and complete the Services by the date specified by Purchaser, as contained in the Contract herein or to meet such other dates as agreed by the Parties herein and such date must be adhered to strictly by the Vendor.

6.2 Purchaser reserves the right to make alterations from time to time to the date for and/or place for the supply of any Services, upon giving reasonable notice to the Vendor.

6.3 It is hereby agreed by the Parties that time shall be of the essence of each Contract. Failure by the Vendor to complete the Services on the date so specified or notified or further specified or notified by Purchaser shall, without prejudice to any other rights or remedies of Purchaser, entitle Purchaser to reject those Services and/or terminate the whole or any unfulfilled part of the Contract pursuant to which they were to be delivered without further liability of Purchaser to the Vendor or if Purchaser is still interested to continue with the Services, Purchaser reserves its rights to obtain from the Vendor liquidated damages at a percentage calculated based on the total value of the Services contracted for failure to perform the Services during the term of the Contract as stated in the respective Purchase Order and/or Work Order. This liquidated damages shall include 10% administrative charges on the differences and transportation cost in connection with any alternative procurement or a minimum of KHR46,000.00/USD11.50, whichever higher, if applicable.

6.4 In the event that the Vendor is unable to complete the Services by a certain date specified by Purchaser and provided that the Vendor seeks and Purchaser agrees to extend the time for completion of the Services, the Vendor shall complete the Services before the expiry of the extended time period failing which Purchaser shall be entitled to terminate this whole or any unfulfilled part of the Contract without any liability whatsoever to the Vendor.

6.5 Unless stated to the contrary in a Contract, Purchaser shall not be obliged to accept completion of the Services by instalments. If, however, in its discretion Purchaser does specify or agree to accept completion of the Services by instalments, completion of any one instalment of Services later than the date so specified or agreed shall, without prejudice to any other rights or remedies of Purchaser, entitle Purchaser to terminate the whole or any unfulfilled part of the Contract without further liability of Purchaser to the Vendor.

6.6 The Vendor shall ensure that in all respects the Services comply with all relevant requirements of any statute, statutory rule or order, or other instruments having the force of law, which may be in force in providing the Services.

6.7 The Vendor hereby irrevocably and unconditionally acknowledges and agrees that Purchaser may notify the Vendor in writing of a variation to the Services at any time. If the variation results in any increase in the scope of which the Services are to be undertaken, the fees payable and time period for completion of the Services shall be adjusted which adjustment shall be upon such terms as may be agreed to between the Parties.

7. **Delivery**

7.1 Where a date and address for delivery of Goods is specified in a Contract and /or where Purchaser is entitled to, and does, notify the Vendor from time to time of a delivery date and address, such date and address must be adhered to strictly by the Vendor.

7.2 Purchaser reserves the right to make alterations from time to time to the date for and/or place for delivery of any Goods, upon giving reasonable notice to the Vendor.

7.3 It is hereby agreed by the Parties that time shall be of the essence of each Contract. Failure to deliver Goods on the date and at the address so specified or notified or further specified or notified shall, without prejudice to any other rights or remedies of Purchaser, entitle Purchaser to:-

(a) Reject those Goods and/or terminate the whole or any unfulfilled part of the Contract pursuant to which they were to be delivered without further liability of Purchaser to the Vendor; or

(b) Buy the same or similar Goods from another vendor; and

(c) Recover the element of the cost of buying the Goods from another vendor which exceed the Price; or

(d) If Purchaser is still interested to receive the Goods, Purchaser reserves its rights to obtain from the Vendor liquidated damages at a percentage calculated based on the total value of the Goods purchased for failure to deliver on the predetermined delivery date as stated in the respective Purchase Order and/or Work Order. This liquidated damages shall include 10% administrative charges on the differences and transportation cost in connection with any alternative procurement or a minimum of KHR46,000.00/USD11.50, whichever higher, if applicable.

7.4 In the event that the Vendor is unable to meet a delivery date and provided that the Vendor seeks and Purchaser agrees to extend the time for delivery, the Vendor shall deliver the Goods before the expiry of the extended time period failing which Purchaser shall be entitled to the remedies as set out in Clause 7.3.

7.5 Unless stated to the contrary in a Contract, Purchaser shall not be obliged to accept delivery by instalments. If, however, in its discretion Purchaser does specify or agree to accept delivery by instalments, delivery of any one instalment later than the date so specified or agreed shall, without prejudice to any other rights or remedies of Purchaser, entitle Purchaser to terminate the whole or any unfulfilled part of the Contract without further liability of Purchaser to the Vendor.

7.6 In relation to all Contracts under which Goods are supplied, unless agreed by Purchaser to the contrary:-

(a) The Goods shall be delivered carriage and duty paid to the address for delivery notified to the Vendor;

(b) The Vendor shall insure the Goods for an amount equal to 125% of the contract price for the Goods or for such other amount as may be specified by Purchaser with a reputable Malaysian insurance company previously notified to and agreed by Purchaser against all risks including but not limited to theft, pilferage and non-delivery for any reason from the point of production to final destination in Cambodia via sea, air, road, rail or any other method of transport;

(c) Payment shall be in USD in exchange for proper documents;

(d) All Goods shall be accompanied by a delivery note in such form and containing the Purchase Order number and such other details as Purchaser shall notify to the Vendor from time to time together with such other relevant documents as may be required by Purchaser from time to time.

(e) The Purchaser will not reimburse the Vendor any amount or any premium paid for insurance taken pursuant to Clause 7.6(b) above.

7.7 Purchaser's signature, given on any delivery note, or other documentation, presented for signature in connection with delivery of the Goods, is evidence only of the number of cartons received. In particular, it shall not be evidence that the correct quantity or number of Goods has been delivered or that the Goods delivered are in good condition or of the correct quantity.

7.8 The Vendor shall ensure that in all respects the Goods comply with all relevant requirements of any statute, statutory rule or order, or other instruments having the force of law, which may be in force when the Goods are delivered.

7.9 If for any reason, Purchaser is unable to accept delivery of the Goods on or after the agreed delivery date, the Vendor shall store the Goods, safeguard them and take all reasonable steps to ensure that it is in good condition until delivery at the cost and expense of the Vendor.

8. **Title and Risk (Goods Only)**

8.1 The Vendor represents, warrants and undertakes that:-

(a) It has full, clear and unencumbered title to all the Goods;

(b) At the date of delivery of the Goods or any part of the Goods, it shall hold such title in the Goods as mentioned in Clause 8.1(a) above; and

(c) At the date of delivery of the Goods or any part of the Goods, it will have full and unrestricted right, power and authority to sell, transfer and deliver all of the Goods to Purchaser. From that date, Purchaser shall acquire a valid and unencumbered title to the Goods.

8.2 Title to and risk in any Goods or any part of the Goods delivered to Purchaser pursuant to a Contract shall pass to Purchaser upon delivery to Purchaser, notwithstanding any purported retention of title by the Vendor until some later date or attempt by the Vendor to transfer risk at an earlier date.
If the Goods or any part of the Goods are subsequently rejected for failing to meet the terms and conditions of the Conditions and/or, these Conditions and/or, failing to comply with the quality control procedures, Specifications or for any other reason, upon the written notice from Purchaser to the Vendor, the risk in the Goods shall pass back to the Vendor on the date of such notice.

8.3 Purchaser shall be entitled to reject any Goods delivered in excess of the quantity ordered and the Vendor shall be required to forthwith, remove all such over-delivered Goods and to pay to Purchaser any and all expenses directly or indirectly incurred by Purchaser as a result of such over-delivery, including but not limited to the cost of moving and

storing them. Neither title nor risk shall pass to Purchaser notwithstanding that such over-delivered Goods remain on Purchaser's premises.

8.4 In the event that the Vendor fails to remove the Goods or any of them, Purchaser shall be entitled to:-

(a) Dispose of such Goods accordingly, without further notice to the Supplier; and

(b) Deduct from any future payments due from Purchaser to the Vendor the amount of any such expenses directly or indirectly incurred in connection with the moving, storage, disposal or otherwise of such over-delivered Goods.

8.5 Without prejudice to the generality of the foregoing, the Supplier accepts the risk of deterioration of the Goods which is necessarily incident to the course of transit.

9. **Acceptance of Goods and/or Services**

9.1 The issue by Purchaser of a receipt note for any Goods and/or Services shall not constitute any acknowledgement and/or acceptance or deemed acknowledgement and/or acceptance of the condition or nature of those Goods and/or Services.

9.2 If, it is discovered by Purchaser that the Goods and/or Services or any part thereof:-

(a) Are not delivered in accordance with the applicable Contract, or

(b) Do not comply with any specification or sample, or

(c) Do not comply with the quality control procedures; or

(d) Are not of merchantable quality or are not suitable for the purpose for which they are intended, or

(e) Are in breach of any of the warranties given by the Vendor under this Conditions then, notwithstanding the provisions of Condition 9.2, Purchaser shall have the right to:

(i) Withhold any payment due to the Vendor;

(ii) Reject those Goods and/or Services or any of them and to require the Vendor to remove them or any of them and to refund to Purchaser the price paid by Purchaser together with all expenses directly or in indirectly incurred by Purchaser in consequence of such rejection or removal; and

(iii) To treat the Contract and /or any unfulfilled part of it as wholly repudiated by the Vendor.

10. **Returned Goods**

10.1 Except where otherwise agreed in writing, where any Goods in which Purchaser has already taken and paid for are returned by Purchaser to the Vendor, title in those Goods shall not pass to the Vendor and shall remain in Purchaser until the Vendor has paid to Purchaser (by way of a credit note issued by the Vendor or by such other means acceptable to Purchaser) all sums due under the Contract pursuant to which they were supplied.

10.2 Until such time as title shall pass to the Vendor in the manner set out in Condition 10.1, the Vendor shall, at its sole cost and expense:-

(a) Keep the Goods separate and apart from other Goods, properly stored, protected and insured and in such a way as to identify them clearly as belonging to Purchaser; and

(b) Take all steps necessary to ensure that it neither becomes nor is deemed to be the owner of the Goods;

(d) Not sell or dispose of the Goods to any third party without prior agreement in writing by Purchaser.

10.3 If in breach of Condition 10.2:-

(a) The Vendor sells the Goods, or

(b) The Goods are destroyed, damaged or lost,

The Vendor shall:-

(i) (In the event of sale) hold the proceeds (whether tangible or intangible) of any such sale or disposal and any rights or claims against third parties arising out of such sale or disposal; or

(ii) (in the event of destruction or lost) hold any insurance proceeds payable in respect of such destruction, damage or loss

in each case as a fiduciary agent and bailee for and to the account of Purchaser and shall take all steps necessary to keep such proceeds separate from other monies, to pay over such proceeds to Purchaser and to transfer to Purchaser any such rights or claims against third parties to the extent necessary to discharge in full the Vendor's indebtedness to Purchaser.

10.4 If at any time, payment of sums due to Purchaser in respect of the Goods is overdue, Purchaser may by its servants or agents enter upon the Vendor's premises and recover and dispose of the Goods and the Vendor shall make no claim against Purchaser in respect of such entry or disposal save to recover any balance due to the Vendor.

11. **Cancellation of Goods**

Purchaser shall have the right to cancel the order for the Goods and/or Services (or any part of the Goods and/or the Services) which have not yet been delivered to Purchaser. The cancellation shall be made in writing. The Purchaser shall not be responsible for any penalty or consequences arising from such cancellation. Upon cancellation, the Vendor shall stop work immediately on the terminated portion of the order and refund any amount advance by the Purchaser for purpose of the order.

12**. Personnel**

12.1 The Purchaser shall ensure that, in connection with and for the purpose of providing the Services, it has a sufficient number of personnel to carry out the Services duly, efficiently, expeditiously and in accordance with the terms hereof ("Personnel") and shall further ensure / procure that the Personnel:

(a) Duly and punctually carry out their respective duties;

(b) Are adequately qualified and trained to the level of expertise required to carry out the Services; and

(c) Provide the Services with all due care, diligence and in an efficient, workmanlike and professional manner and using their best endeavours.

12.2 Purchaser is entitled, without prejudice to any other rights or remedies available to Purchaser to require the Vendor to remove from the Services any Personnel who, in the opinion of Purchaser is, incompetent, inexperienced, unskilled, of bad character, likely to be a security threat and/or negligent in the proper performance of his duties and the Vendor shall forthwith replace at the Vendor's sole expense, any such discharged Personnel with a suitably qualified and experienced person satisfactory to Vendor.

12.3 Purchaser is entitled to require the Vendor to, in case of illness or accident preventing / delaying / capable of preventing / delaying the performance of the Services, promptly replace the said Personnel.

13. **Warranties**

Vendor expressly warrants that all Goods and Services delivered or performed will be:

(a) Merchantable (goods only);

(b) Free from defects in material and workmanship;

(c) Fit and sufficient for the purposes intended; and

(d) In strict conformance to applicable specifications, drawings, approved. Submittals or other description furnished by Purchaser. All warranties specified herein shall be in addition to any other warranties, express, statutory or implied. This warranty shall survive Purchaser's inspection, acceptance and payment, and

Purchaser's continued use of Goods or Services after notifying Vendor of their failure to conform or breach of warranty will not be considered a waiver of Purchaser's right to a remedy.

14. **Insurance**

The Vendor shall, for as long as it is a party to a Contract with Purchaser, the Vendor shall obtain and maintain at its own expense for the duration of the Contract, appropriate insurance coverage with appropriate loss limits for this contract, including any such insurance as required by the law of the country of incorporation or license and by the country where the work or service is to be performed. Upon request the Vendor shall provide the Purchaser with certificates of insurance for this insurance coverage. Vendor shall also cause its liability insurance provider(s) to include on its policies the Purchaser as an additional named insured as its interests may appear with respect to the Contract.

15. **Audit**

Vendor agrees to maintain, in accordance with sound and generally accepted accounting practices, records supporting all amounts invoiced under the Contract. Vendor shall make such records available to the Purchaser or the Purchaser's designated representative at all reasonable times until the expiration of three (3) years after the date of the final payment for the purpose of auditing the Contract. In the event an audit determines that Purchaser has overpaid Vendor, Vendor shall reimburse the Purchaser, within thirty (30) days after receipt of a written request thereof, the amount of any such overpayment.

16. **Intellectual Property Rights**

16.1 The Vendor hereby warrants that neither the sale nor the use of any Goods will infringe any Cambodian or foreign patent, trademark, registered design, or other industrial or intellectual property rights whether or not similar to any of the foregoing.

16.2 The Vendor shall indemnify Purchaser from all actions, costs, claims, demands, expenses and liabilities whatsoever arising from or resulting from any actual or alleged infringement as aforesaid in Clause 16.1 above, and at the cost and expense of the Vendor, the Vendor will defend any proceedings which may be brought in that connection. Vendor also agrees to pay for any costs of such defense, including legal fees; and further agrees to pay and discharge any judgments, awards or decrees which may be rendered in any such suit, action, or proceeding against Purchaser for such alleged infringement. If Purchaser is prevented from using the Goods or Services provided hereunder, Vendor shall repurchase said items from Purchaser at the original price, plus transportation, installation (if any) and all other costs relating to the acquisition thereof.

16.3 No Goods shall be manufactured, or sold or cause to be sold, by the Vendor in violation of any right whatsoever of third parties, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or of any charge, mortgage or lien.

16.4 The Vendor shall not use Purchaser's logo, pictures, images, graphic, trademark or trade name associated to Purchaser and make any reference to Purchaser (including but not limited to reference to Purchaser as the Vendor's client) in any of the Purchaser's proposals, advertising activities, marketing referrals, brochures or other similar documents without obtaining Purchaser's prior written consent.

16.5 Unless agreed otherwise agreed by Purchaser, any copyright (and other intellectual property rights), title and interest rights of any deliverables and materials forming part of the agreed Goods and/or Service for Purchaser shall be owned by Purchaser and Purchaser shall have the rights to use such deliverables and materials in any manner whatsoever at its absolute discretion.

17. **Indemnification**

To the fullest extent permitted by law, Vendor agrees to indemnify and hold harmless Purchaser, its officers, directors, employees and agents from and against all claims, suits, damages and losses, including reasonable attorneys' fees and expenses, that arise from Vendor's negligence, wrongful acts or omissions, or breach of the terms of the Conditions.

18. **Information Security Policy**

Vendors using Purchaser systems or accessing Purchaser information, electronic or otherwise shall abide by all Purchaser policies and procedures, as defined in the Purchaser's Information Security Policy for Vendors and shall ensure that all Vendors and those working by or through Vendor, including its employees and any subcontractors, comply with its provisions.

19. **Close Relatives And Former RHB Bank's Staff**

Vendor shall use its best efforts not to assign the Contract to any of Vendor's employees or its subcontractor's employees who are relatives of current RHB Bank staff. For purposes of this clause, the term "relative" is defined as (including but not limited to those related by adoption and/or step or half relationship): mother, father, sister, brother, son, daughter, aunt, uncle, niece and nephew. In the event Purchaser or Vendor discovers that any of Vendor's employees or its subcontractors' employees are relatives of a current member of the RHB Bank staff, Purchaser may direct Vendor to promptly replace, or cause to be replaced, said employee, at no additional cost to Purchaser, with an employee having equivalent skills, and Vendor shall comply with such directive. Vendor shall also reimburse Purchaser for any actual direct costs incurred by Purchaser resulting from a knowing violation of this Article. Vendor shall notify Purchaser of any of Vendor's employees or subcontractor's employees who Vendor/Subcontractor intends to assign to provide services under this Conditions that are former RHB Bank staff members and shall warrant that said former RHB Bank staff are not subject to any work restrictions by virtue of their former employment with the RHB Bank.

20. **Procurement Integrity**

20.1 Vendor agrees to adhere to the highest standards of ethical competence and integrity in the performance of the Contract, having due regard for the nature and purposes of Purchaser as an organization, and to ensure that employees assigned to perform any work will conduct themselves in a manner consistent therewith.

20.2 Vendor represents and warrants that it is in compliance with, and shall continue to comply with, all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of any jurisdiction in which work shall be performed under the Contract.

20.3 Vendor acknowledges that it is aware of and will comply with Purchaser's vendors' policies, including but not limited to those regarding conflicts of interest, fraud and corruption, gifts, conduct of contractor personnel, contractor responsibility, and anti-money laundering policies (collectively "Purchaser's Vendor Integrity Policies"). Vendor warrants that Vendor and Vendor's employees, subcontractors and subcontractors' employees are in compliance with Purchaser's Vendor Integrity Policies; and have not engaged in conduct that would lead to suspension, debarment or a finding of ineligibility.

20.4 Vendor and all subcontractors shall use reasonable efforts to ensure that funds paid to Vendor and all subcontractors by RHB Bank are not used to finance, support or conduct terrorism.

20.5 Vendor and Vendor's employees, subcontractors and subcontractor's employees shall, during the term of this Conditions, strictly avoid any activities that may create real or apparent conflicts of interest with their duties to Purchaser under this Conditions.

20.6 Vendor warrants that no official of the RHB Bank or its member received or will be offered by Vendor any direct or indirect gifts, favors or benefit arising from this Conditions or the award thereof.

20.7 The remuneration of Vendor shall constitute the sole remuneration in connection with this Conditions. Vendor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Conditions, or in the discharge of its obligations hereunder, and Vendor shall use its best efforts to ensure that any subcontractors, and the employees, agents and representatives of Vendor and any subcontractors shall not receive any such additional remuneration. Vendor shall disclose in writing, by providing written notice to Purchaser, of all fees, commissions, rebates, and discounts paid or received in connection with the Contract.

20.8 Vendor agrees that, within 30 days of having reasonable grounds to believe that Vendor, Vendor's employees, subcontractors or subcontractors' employees have:

(i) Violated any applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in performing the Contract;

(ii) Violated Purchaser's Vendor Integrity Policies;

(iii) Engaged in conduct that would lead to suspension, debarment or a finding of ineligibility;

(iv) Used funds paid by RHB to Vendor or any subcontractors to finance, support or conduct terrorism; or

(v) An actual, potential or apparent conflict of interest, Vendor will disclose in writing, by providing written notice to RHB, of such violations, conduct, prohibited use of funds, or conflicts of interest.

20.9 Vendor agrees that it will not discharge, demote, suspend, threaten, harass, retaliate against, or otherwise discriminate against any Vendor's employee in the terms and conditions of such employee's employment as a reprisal for such employee's disclosing to Purchaser or other proper authority information relating to a violation of Purchaser's Vendor Integrity Policies or any substantial violation of law relating to the award or performance of the Contract.

21. **Force Majeure**

Notwithstanding any other provision of these Conditions, Purchaser shall be entitled to suspend delivery of any Goods and/or Services and /or cancel any Purchase Order and/or Work Order and/or terminate any Contract for Goods and/ or Services if, due to any cause beyond its reasonable control (including but not limited to fire, explosion, flood, war, riot, weather, industrial action, strike, look out, stoppages of work, governmental intervention, breakdown of plant or machinery), it is hindered or prevented from taking delivery of, or reselling or using such Goods and/or Services or the progress of its work(s)/project(s) is affected due to the inability of the Vendor to supply the Goods and/or Services required for its work(s)/project(s) due to any cause beyond the Vendor's reasonable control and it shall have no liability to the Vendor for any loss suffered or incurred as a result of such suspension, cancellation or termination provided always that such suspension, cancellation or termination shall not affect the right and liabilities of the Parties already accrued at the time.

22. **Confidentiality & Personal Data Protection**

The Vendor shall not announce or disclose the existence of any contractual arrangement between the Vendor and Purchaser or its terms unless specifically agreed by Purchaser in writing or as required by law. Any such announcement or disclosure by the Vendor shall in any event be made only after prior consultation with Purchaser and approval of Purchaser to the contents of the announcement or disclosure. Should there be obligations arising from any compliance requirements to Personal Data Protection Act 2010 to the information as provided by the Purchaser, the Vendor agrees to observe the terms and conditions as stated in **Schedule 1** hereto.

23. **Termination of Contracts**

Purchaser shall be entitled forthwith to terminate the Conditions or any Contract made thereunder by serving 7 days written notice to the Vendor if:-

(a) If the Vendor fails to deliver the Goods and/or Services as per the terms and conditions of this Conditions;

(b) The Vendor commits any breach of any of these Conditions or of any other provisions of any contract and in the case of a breach which is capable to be remedied, fails to remedy the breach within seven (7) days of written notice to ; or

(c) the Vendor commits any act of bankruptcy or has a receiver or administrative receiver appointed of the whole or any part of its assets or if an order is made or resolution passed for the winding up of the whole or any part of its assets or if an order is made or resolution passed for the winding up of the Vendor or its business or the Vendor is the subject of any equivalent event or proceeding under the law of any jurisdiction; or

(d) the Vendor has a negative shareholder's fund position which could or might in the opinion of RHB materially and adversely affects the ability of the Vendor to perform the Services; or

(e) in the event of a take-over of voting securities or acquisition of all or substantially all of the businesses, assets and / or liabilities of the Purchaser or its holding company, or any such action is taken by the Purchaser or its holding company in respect of the voting securities or businesses, assets and / or liabilities of another corporation, or other event having similar effect, which results in a change of control of the Purchaser or its holding company (hereinafter referred to as the "Event"). The effective date on which the Event is deemed to have occurred shall be as follows:-

(i) In the case of a take-over, on the closing date for acceptance of the take-over offer;

(ii) In the case of an acquisition, the date of completion of the relevant acquisition agreement; or

(ii) In any other event having similar effect, the date on which the transaction effecting the change in control is customarily considered completed.

(f) Due to new laws or changes in law, guidelines or direction from regulatory authority binding on RHB Bank which renders continued performance of this Conditions as invalid or not possible.

24. **Termination for Convenience**

Notwithstanding anything to the contrary herein contained, the Purchaser may terminate the Conditions without assigning any reasons whatsoever by giving thirty (30) days prior written notice to Vendor.

25. **Assignment**

Vendor shall not assign the Contract or any monies due or to become due to it hereunder, without the prior written consent by Purchaser. Purchaser may, at its sole option and without the consent of Vendor, assign the Contract and any contract work acquired hereunder to any member of the RHB Bank.

26. **No Gift Policy**

The Vendor, supplier or any other individual or organization shall not provide any kind of gift, to the employees of RHB Bank, whether actual or potential, regardless of value.

27. Prohibition on the use of name and logo

The Vendor shall not use the Purchaser's logo, pictures, images, graphic, trademark or trade name associated to the Purchaser and make any reference to the Purchaser (including but not limited to reference to the Purchaser as the Vendor's client) in any of the Vendor's proposals, advertising activities, marketing referrals, brochures or other similar documents without obtaining the Purchaser's prior written consent.

28. Taxes

28.1 Where taxes is imposed by the relevant authorities at any time and from time to time that is applicable to any supplies of goods or services made by the Vendor under this Agreement ("Taxes"), the Vendor is entitled to charge the Taxes on the payment of such supply of goods and services.

28.2 All Taxes arrangements herein shall be subjected to the prevailing laws and regulations. The Purchaser reserves the right to amend this Clause 28 should there be any changes to such laws and regulations.

29. Payment Term

Unless stated otherwise in any Purchase Order issued by the Purchaser, Payment Term shall be thirty (30) days from the date of receipt of the invoice.

30. Governing Law & Jurisdiction

This Conditions shall be governed by the laws of Cambodia and parties hereto submit to the jurisdiction of the Courts of Cambodia in all matters connected with the obligations and liabilities of the parties under this Conditions.

SCHEDULE 1

Personal Data Protection

1 The Vendor undertakes to fully comply with the provisions of the Personal Data Protection Act 2010 ("Act") and any other laws, regulations and industry standards relating to the privacy, confidentiality or security of Personal Data (collectively, "Privacy Laws").

2 The Vendor shall Process Personal Data only on behalf of and for the benefit of Purchaser, only to the extent and in such manner as is necessary for the purposes of Processing Personal Data in connection with the Conditions, and to carry out its obligations pursuant to the Conditions and in accordance to Purchaser's written instructions.

3 Purchaser shall have the exclusive authority to determine the purposes for and means of Processing Personal Data and reserves the rights to amend such purposes and means from time to time.

4 The Vendor and its employees shall hold in strict confidence any and all Personal Data.

5 The Vendor shall ensure that access to the Personal Data is limited to:

(a) Those employees who need access to the Personal Data to meet the Vendor's obligations under this Conditions; and

(b) In the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties.

6 The Vendor shall ensure that all employees:

(a) Are informed of the confidential nature of the Personal Data;

(b) Have undertaken training in the laws relating to handling Personal Data; and

(c) Are aware both of the Vendor's duties and their personal duties and obligations under such laws and this Conditions

7 Where Purchaser shares, transfers, discloses or otherwise provides access Personal Data to the Vendor, the Vendor shall:-

(a) Employ appropriate safeguards to ensure compliance with Privacy Laws, including the implementation of administrative, physical, and technical safeguards to reasonably and appropriately protect Personal Data which may be disclosed by Purchaser ("**Purchaser Data**");

(b) Only process Purchaser Data for purposes relating to the Services and shall comply strictly with all directions given by Purchaser in respect of the same; and

(c) Refrain from disclosing any Purchaser Data to any third party, or transfer any Purchaser Data outside Cambodia, without Purchaser's prior written consent.

8 In the event the Vendor is permitted to disclose Purchaser Data to any third party or contractors for the purposes of Processing Purchaser Data in connection with the Conditions, the Vendor shall enter into a written agreement with each third party that imposes obligations on the third party that are substantially similar to those imposed on the Vendor under this Conditions.

9 The Vendor shall cooperate with Purchaser if an individual requests access to his or her Personal Data for any reason.

10 The Vendor shall maintain reasonable safeguards and other security measures designed to (i) ensure the security and confidentiality of Personal Data; (ii) protect against any anticipated threats or hazards to the security and integrity of Personal Data; and (iii) protect against any actual or suspected unauthorized Processing, loss, use, disclosure or acquisition of or access to any Personal Data ("Data Security Incident").

11 The Vendor shall promptly inform Purchaser in writing of any Data Security Incident of which the Vendor becomes aware, but in no case longer than 24 hours after it becomes aware of the Data Security Incident. Such notice shall summarize in reasonable detail the effect on Purchaser, if known, of the Data Security Incident and the corrective action taken or to be taken by the Vendor. The Vendor shall promptly take all necessary and advisable corrective actions, and shall cooperate fully with Purchaser in all reasonable and lawful efforts to prevent, mitigate or rectify such Data Security Incident. The content of any filings, communications, notices, press releases or reports related to any Data Security Incident must be approved by Purchaser prior to any publication or communication thereof.

12 Promptly upon the expiration or earlier termination of the Conditions, or such earlier time as Purchaser requests, the Vendor shall return to Purchaser or its representative, or at Purchaser's request, securely destroy or render unreadable or undecipherable if return is not reasonably feasible or desirable to Purchaser (which decision shall be based solely on Purchaser's written statement), each and every original and copy in every media of all Personal Data in the Vendor's possession, custody or control. In the event applicable law does not permit the Vendor to comply with the delivery or destruction of the Personal Data, the Vendor warrants that it shall ensure the confidentiality of the Personal Data and that it shall not use or disclose any Personal Data after termination of the Conditions.

13 The Vendor shall provide to Purchaser a copy of all Personal Data held by it in the format and on the media reasonably specified by Purchaser at the request of Purchaser.

14 Purchaser shall have the right to monitor Vendor's compliance with the terms of this Conditions. During normal business hours, and without prior notice, Purchaser or its authorized representatives may inspect the Vendor's facilities, premise, records and any information or materials in the Vendor's possession, custody or control, relating in any way to the Vendor's obligations under this Conditions. An inspection performed pursuant to this clause shall not unreasonably interfere with the normal conduct of the Vendor's business. The Vendor shall cooperate fully with any such inspection initiated by Purchaser.

15 The Vendor shall deal promptly and appropriately with any inquiries from Purchaser relating to the Processing of Personal Data in connection with or incidental to the performance of the Conditions.

16 The Vendor agrees to immediately notify Purchaser in the event of any claim, notice, communication or complaint which relates directly or indirectly to the processing of the Personal Data and/or an event of non-compliance with Privacy Laws and the data protection principles set out in the Act by either Party, whether discovered by the Vendor or forming the subject of an investigation and/or action by the relevant authorities. The Vendor shall provide Purchaser with full co-operation and assistance in relation to any such claim, notice, communication or complaint.

17 The Vendor shall notify Purchaser immediately in writing of any subpoena or other judicial or administrative order by a government authority or proceeding seeking access to or disclosure of Personal Data. Purchaser shall have the right to defend such action in lieu of and on behalf of Vendor. Purchaser may, if it so chooses, seek a protective order. The Vendor shall reasonably cooperate with Purchaser in such defense.

18 The Contactor agrees to indemnify and hold harmless Purchaser and its officers, employees, directors and agents from, and at Purchaser's option defend against, any and all claims, losses, liabilities, costs and expenses, including third-party claims, reasonable attorneys' fees, consultants' fees and court costs (collectively, "**Claims**"), to the extent that such Claims arise from, or may be in any way attributable to (i) any violation of this Conditions; (ii) the negligence, gross negligence, bad faith, or intentional or willful misconduct of the Vendor or its employees in connection with obligations set forth in this Conditions; (iii) the Vendor's use of any third party providing services in connection with or relating to the Vendor's performance under this Conditions; or (iv) any Data Security Incident involving Personal Data in the Vendor's possession, custody or control, or for which the Vendor is otherwise responsible.

19 The Vendor agrees that any Processing of Personal Data in violation of this Conditions, Purchaser's instructions or any applicable Privacy Laws, or any Data Security Incident, may cause immediate and irreparable harm to Purchaser for which monetary damages may not constitute an adequate remedy. Therefore, the Vendor agrees that Purchaser may obtain specific performance and injunctive or other equitable relief for any such violation or incident, in addition to its remedies at law, without proof of actual damages. The Vendor agrees to waive any requirement for the securing or posting of any bond in connection with such remedy.

20 The Vendor's obligations under this Conditions shall survive the termination of the Conditions and the completion of all services subject thereto.

We hereby declare that we have read, understood and agreed with the above terms and conditions

Signed By) …….

Name of Authorised Signatory &) …….

Designation) …….

Company Stamp) …….

in the presence of:-) …….