ធនាគារ អរ អេច ប៊ី (ខេមបូឌា) ម.ក
RHB BANK (CAMBODIA) PLC.

Terms and Conditions for the Opening, general Operation and Closing of Deposit Accounts with RHB Bank (Cambodia) PLC. ("the Bank")

1. General Terms and Conditions

1.1. The opening, general operation and closing of deposit account is governed by these Terms and Conditions which may be added to, amended, varied, rescinded and modified from time at the Bank's sole discretion with or without notice and the applicant agrees to abide and continue to be bound by these Terms and Conditions, amendments, various, rescission and modification thereof.

1.2. The definition of deposit account shall include all form of savings, current and fixed deposit accounts currently being offered by the Bank in the future.

1.3. The applicant is required to duly complete the Customer Information File (CIF) Form, Specimen Signature Card and to acknowledge acceptance of these Terms and Conditions governing the account opening in the presence of an authorized officer of the Bank.

1.4. The applicant is required to produce registration or identification documents and such other documents as determined by the Bank from time to time for the opening of the deposit account.

1.5. The acceptance of a new account application is at the sole discretion of the Bank which reserves the right to reject the application without being obliged to disclose any reason whatsoever and the said decision by the Bank is final.

1.6. The Bank may also, at its absolute discretion, close an account by giving a written notice to the account holder of such closure and the Bank shall not be bound to disclose any reason thereof.

1.7. The Bank reserves the right to impose service or penalty charges/fees which would be payable in USD or KHR equivalent.

1.8. The applicant must obtain all necessary approvals, if any, from the appropriate Cambodian authorities which may be required from time to time to enable the applicant to open, maintain and operate an account with the Bank. The Bank may request the applicant to provide evidence of such approval at any time but is not obliged to ascertain and/or verify that such approval has been obtained.

1.9. The Bank reserves the right to request, from time to time, further information or documents in compliance or in accordance to the applicable Cambodian Law on Anti-Money Laundering and Combating the Financing of Terrorism and/or such similar legislation applicable to Cambodia and/or Malaysia and the applicant undertakes to immediately provide to the Bank such information or documents as and when requested.

1.10. The applicant undertakes to notify the Bank as soon as possible of any change of relevant records such as a change in signature/signatory(ies), change in address or any other personal or corporate information. The Bank shall not be liable for any losses incurred by the account holder in respect of changes that have not been notified to the Bank.

1.11. Where the deposit account consists of two or more parties ("Joint Account"), these Terms and Conditions shall apply to all Joint Account holders, jointly and severally. Each Joint Account holder shall be individually liable to the Bank for the full amount of any liability of the other Joint Account holders to the Bank. On proof of death of any Join Account holder, the survivor or survivors shall be the only person or persons recognized by the Bank as having an ownership of, or interest in, the account and that person or persons shall be entitled, subject to the Terms and Conditions herein and the Bank's prior approval, to transfer the account into another name or to close the account or to withdraw money from the Joint Account subject always to payment of all outstanding amounts owing to the Bank is settled in full.

1.12. Interest earned by the account holder is subject to withholding taxes and/or levies as may be imposed from time to time by the Royal Government of the Kingdom of Cambodia and/or any other regulatory bodies.

1.13. The Bank may set off all or any of the credit balance under any of the accounts opened with the Bank against any indebtedness the account holder may have with the Bank which is due for the payment but which has not been paid.

1.14. Any demand or notice to the account holder which is made in writing and addressed to the account holder shall be deemed to have been served if delivered to the account holder personally or three (3) days after posting to the last known address of the account holder.

1.15. The Bank may with or without notice change these Terms and Conditions including but not limited to vary any charges, to introduce new changes, or to add new conditions to reflect changes in the law of banking or banking practice, fraud prevention requirements, changes in technology and regulatory requirements.

2. Specific Terms and Conditions for Savings Account

2.1. The Bank shall impose an initial deposit amount for the opening of new accounts and minimum balance, at the discretion of the Bank, is required to be maintained at all times. The Bank reserves the right to change from time to time the requirement for initial deposit and minimum amount to be maintained in the account with or without prior notice.

2.2. Interest payment shall be calculated on the daily available balances based on the Bank’s prevailing rates and policy. Interest shall be credited half-yearly into the saving account on the last day of every June and December of the year or such other date as determined by the Bank at it discretion.

2.3. Account holder shall produce the saving passbook, if any, when making a deposit and each deposit shall be accompanied by the duly completed prescribed deposit slip.

2.4. Deposit of cheques, draft, postal and money orders, bills of exchange, promissory notes and other commercial papers or orders may be accepted by the Bank at its sole discretion.

2.5. Withdrawal may only be made in person by the account holder by producing an identification card, passbook, if any, and a duly completed withdraw form and any other relevant document as maybe requested by the Bank, particulars of which have been duly verified by the Bank.

2.6. All withdrawals shall be subject to the availability of such currency notes and at the sole discretion of the Bank shall not be held liable to the account holder at any branch of the Bank and in any currency converted at the Bank's prevailing rate of exchange. The account holders shall indemnify the Bank on a full indemnify basis for any loss suffered by the Bank pursuant to such conversion, sale or purchase as the Bank shall determine. Any such discharge shall release the Bank from any liability to the account holder.

2.7. The Bank shall not be responsible for any entry or sum not acknowledged in the passbook under the signature of an authorized staff or validated by the Bank's teller machine. The account holder is therefore advised to carefully examine entries in the passbook before leaving the Bank's premises.

2.8. A loss of passbook must be notified to the Bank immediately in writing. The Bank accepts no responsibility for any losses or damages suffered by the account holder, due to the negligence of the account holder, should there be any fraudulent withdrawal from the account prior to the Bank's receipt of written notice of such loss of the passbook. The Bank will levy a minimum charge for the issuance of a new replacement passbook.

2.9. If an account holder wishes to close the savings account, he/she has to be present in person by producing the passbook, if any, and completing the closing account form. The Bank does not accept any instruction in the form of telephone, email or any other form of notification whatsoever.

3. Specific Terms and Conditions for Current Account

3.1. The Bank shall impose an initial deposit for the opening of the new account(s). There will be no minimum balance required to be maintained and the current account shall be a non-interest bearing deposit account unless otherwise stated. Each deposit shall be accompanied by the prescribed deposit slip.

3.2. The application of cheque books shall be made in writing or in the Bank prescribed form. Cheque books will be couriered to the mailing address given by the account holder provided all requirements in support of such request are completed or collected personally at the Bank. Subsequent cheque books can be requisitioned through the requisition leaf available in the cheque book subject to the satisfactory conduct of the account. Third party collection is only allowed by completing the third party authorization for cheque collection form.

3.3. Cheques may not be drawn on the Bank except on the forms supplied and registered for each account, Electric/electronic typewriter and erasable ink should not be used for drawing cheques. The Bank shall not be held liable for any losses arising from the use of Electric/electronic typewriter and erased ink.

3.4. If the account holder draws several cheques or issue several instructions for payment on the account, the aggregate amount of the cheques or payment instructions which exceeds the disposable credit balance or any prior arrangement made with the Bank, the Bank shall be entitled, irrespective of the dates written on the cheques or the dates of these instructions, time of receipt or amounts, to determine at its sole discretion which cheques or instructions are to be paid or executed.

3.5. Notice of the intention to stop payment of any cheque must be in writing and the said notice shall include the following details: cheque number, account number, amount, name of payee and date. The Bank will only record the order countermanding payment of the cheque upon receipt of the letter of notification from the account holder. The Bank shall not be held responsible for any loss caused by an oversight or the non-receipt of the notification letter. Any instruction to stop payment of a cheque conveyed either verbally or by way of telephone, telex or telegram is not acceptable to the Bank unless such instructions to stop payment of a cheque written confirmation by the account holder. The Bank shall not be held liable under any circumstances for any loss incurred by the account holder by virtue of the verbal, telephonic, telex or telegraphic instructions to stop payment on a cheque.

3.6. In the event that a cheque is dishonored by the Bank, the Bank may (but shall not be obliged to), return the cheque to the presenter with or without stating the reasons. The Bank shall not be held liable to the issuer of the cheque, beneficiary or any third party of dishonoring a cheque even if the cheque could have been honored, provided that the Bank acts is good faith.

3.7. A statement of account will be provided on a monthly basis. If the Bank does not receive any notification in writing of any error or discrepancy with regard to the debit or credit entries in the statement within 14 days from the last day of the month covered by the statement, then the account holder is deemed to accept such entries made up to the date of the last entry in the statement as correct, binding and conclusive.

3.8. The Bank reserves the right to impose a half yearly service charge as well as charging a fee for the issuances of cheque books and closure of accounts.

3.9. The closing of account shall be in written notice and any instruction conveyed either verbally or by way of telephone, telex or telegram would not be accepted by the Bank. All cheques shall remain the property of the Bank and upon closure of the current account, all unused cheques shall be returned immediately to the Bank.

4. Specific Terms and Conditions for Fixed Deposit

4.1. The Bank shall specify a minimum deposit amount and reserves the rights to change such minimum deposit amount from time to time at its sole discretion with or without notice.

4.2. The Fixed Deposit interest rate(s) is published by the Bank and the Bank reserves the rights to change the interest rate from time to time at its sole discretion with or without notice.

4.3. Fixed Deposit Certificate will be provided as evidence of placement over the counter. Any loss of certificate must be notified to the Bank in writing and the Bank accepts no

responsibility for any loss or damage suffered or caused to the account holder, due to account holder's negligence, should there be any fraudulent withdrawal from the account prior to the Bank's knowledge of such loss of certificate.

4.4. Fixed Deposit Certificate must be surrendered to the Bank for renewal update or withdrawal. The depositor is required to endorse on the reverse of the certificate for withdrawal. It is applicable only for Fixed Deposit placement and withdrawal over the counter.

4.5. Fixed Deposit Certificate will be voided or null with effective from the day that the accountholder performs Fixed Deposit withdrawal through goWave by RHB.

4.6. Any partial withdrawal prior to maturity will be deemed as a premature withdrawal.

4.7. For premature withdrawals, no interest will be paid. However, the Bank reserves the rights to pay a nominal interest for those Deposits which has been with the Bank for more than three months.

4.8. Interest payable is subjected to withholding tax deduction as determined by Ministry of Economy and Finance of the Kingdom of Cambodia or other regulatory bodies.

4.9. The closing of Fixed Deposit account is made by presenting the Fixed Deposit Certificate for over the counter transaction and in the absence of any instruction on maturity date; all fixed deposit shall be automatically rolled over based on the prevailing interest rate of the Bank.

4.10. The Bank reserves the rights to add new terms and conditions or to vary or modify existing terms and conditions as set out above from time to time without prior notice. These new, revised and modified terms and conditions shall be immediately binding on the depositor.

5. Indemnity

5.1. The account holder unconditionally and irrevocably agree to indemnify the Bank and keep the Bank indemnified against all claims, Demands, actions, liabilities, damages, costs, losses and expenses of whatever nature which the Bank may incur in any way in connection with any credit or banking facility or accommodation, performing any banking service for the account holder, any cheque or other instrument of or in favour of the account holder or any account of the account holder (the "Bank's liability") and, without limiting the foregoing, to pay to the Bank on demand all sums which may be claimed from the Bank or which the Bank may pay or become liable to pay under or by reason of or in connection with the Bank's Liability.

5.2. The Bank may pay immediately any and all amounts claimed from it or which the Bank may become liable to pay under or in connection with the Bank's Liability without any reference to or further authority from the account holder and without being under any duty to enquire whether any claims on the Bank are properly made, even if the account holder disputes the validity of any such claim, and the account holder shall accept any claim on the Bank and any payment which the Bank makes as binding on the account holder. The amounts paid by the Bank shall be debited from any of the account holder's account maintained with the Bank.

5.3. The account holder authorizes the Bank to disclose at any time any information relating to the account holder, his financial affairs or account, to the Bank's group of companies or branches whosesoever situated, its agents, servants, independent contractors and/or associates and if and when required to do so by the Cambodian authorities or any other regulatory authorities. The account holder hereby consents to the Bank to disclose information including but not limited to the status of any of the account holder accounts' maintained with the Bank as may be required by the National Bank of Cambodia or any other regulatory authorities which the Bank is subject to from time to time. In so doing, the Bank shall be absolved from any responsibilities or liabilities whatsoever.

6. Miscellaneous

6.1. The right of the Bank under these Terms and Conditions shall be in addition to all other rights to which the Bank may be entitled. If any of these Terms and Conditions or the terms of any agreement with the account holder is unlawful or unenforceable then at the Bank's election they may be severed from these Terms and Conditions without affecting any of the other terms and conditions.

6.2. The Bank may retain as security for liabilities to the Bank all property or monies or assets of the account holder or placed by the account holder in the Bank's possession or custody for safe keeping or otherwise. The Bank shall not be held liable for any loss suffered by the account holder in respect of any property, documents or other assets held by the Bank for safe keeping, or otherwise.

6.3. Any forbearance or failure or delay by the Bank in exercising any right, power or remedy or partial exercise thereof shall not be deemed as a waiver of such right, power or remedy and shall not preclude any further exercise thereof. The Bank's rights, powers, and remedies shall continue in full force and effect until such rights are specifically waived by an instrument in writing executed by the Bank.

6.4. In respect of its liabilities arising from time to time to the Bank, the account holder hereby irrevocably waives any immunity (sovereign or otherwise) to which it or any of its property or assets may be en titled under any law from enforcement or other legal proceedings or any court judgment or arbitral award.

6.5. If any payment due to the Bank by the account holder is subject to any withholding or deduction, the account holder shall pay to the Bank such additional sum as may necessary to ensure that the Bank receives. Is entitled to retain and without any further liability on the Bank's part a net sum equal to the amount that would have been due from the account holder had no such withholding or deduction been made.

6.6. The account holder's liabilities to the Bank will not be affected by any change in its constitution or legal status and will bind all successors or the representatives of the account holder.

6.7. The account holder shall not assign or transfer any right or obligations under or in connection with any account or any other agreement or transaction entered into between the account holder and the Bank to any party without the prior written consent of the Bank and the Bank is at the discretion to withhold the consent without having to give any reason for such refusal.

6.8. To the extent that any Khmer version of any document, including these Terms and Conditions, is inconsistent with the English version, the terms of the English version shall prevail.

6.9. These Terms and conditions shall be governed by the Cambodian law. The account holder irrevocably agrees that in the event of any dispute arising in connection with these Terms and Conditions or any other agreement between the Bank and the account holder or any other financial or commercial matter between the Bank and the account holder, such dispute shall, at the sole option of the Bank, be referred to and resolved by the Court of Cambodia. Any award or decision of the court shall be binding and final. Costs shall be borne by the account holder as determined by the court.

6.10. The account holder is responsible for the correctness of information supplied to the Bank. The Bank shall not accept any liability for the consequences arising out of erroneous information supplied by the account holder.

7. ATM Card Application: Terms and Conditions

The following are the Terms and Conditions governing the use of RHB ATM Card ("the Card"), is used by RHB Bank (Cambodia) plc. ("the Bank") to the cardholder which may be used to effect authorized banking transactions via an Automated Teller Machine ("ATM").

7.1. The eligibility age to apply for the Card is 18 years and above. The Card shall be offered to all individual resident or non-resident, Savings and Current Account holders only. Under the junior Account, the Card shall be operated by the parents or legal guardian. In the case of Joint Account holders, the Card issuance will only be allowed under the "Either To Sign" signature condition.

7.2. The Card will remain the property of the Bank at all times and must be surrendered on demand to the Bank if the Bank, at its sole discretion, is of the opinion that a) the Card is being used for illegitimate purposes: b) the Bank decides to replace such Card with the same card type or other card type; c) cardholders terminate the Card services voluntarily; d) or such other reasons not specifically mentioned herein.

7.3. The Card is not transferable and shall not be used by any party other than by the cardholder nor is it liable as a means of guarantee or to be pledged as a security in any manner whatsoever. The Bank reserves the right to withdraw, at its sole discretion, the Card and/or any of the services thereby offered at any time without giving any reason and without prior notice.

7.4. Subject to the provision of paragraph 7, the cardholder shall be solely responsible for all transactions made via the Card, whether authorized by the cardholders or not.

7.5. The card holder’s account shall be debited for any withdrawal, transfer (whether to own account or a third party account) and/or other transaction effected by the use of the Card. The cardholder shall be responsible to maintain sufficient fund in the account to meet such obligation.

7.6. The Personal Identification Number (“PIN”) issued to the cardholder and thereof any number(s) changed by the cardholder as strictly confidential. Cardholders shall not

disclose the PIN to any third party under any circumstances whether voluntarily or otherwise. The cardholder shall not keep any written record of the PIN at any place or manner which may enable a third party to use the Card.

7.7. The loss or theft of the Card must be reported immediately to the Bank and confirmed in writing as soon as possible. The Cardholder shall be liable in respect of any transaction instruction executed prior to receipt by the Bank of such written notification of such loss or theft.

7.8. The Bank shall debit the cardholder's account for any cost incurred in issuing a replacement card to the cardholder.

7.9. In the event the Card is damaged, the cardholder shall notify the Bank immediately and any request for a replacement thereof shall be subject to a fee imposed by the Bank. Where a cardholder wishes to withdraw the Khmer Riel (KHR) equivalent to a sum available in credit of that cardholder's US Dollar account or vice-versa, the Bank's daily USD/KHR exchange rate at the time of transaction shall be applied.

7.10. The Bank shall not be liable for any failure to provide any service or to perform any obligation hereunder involving the Card where such failure is attributable to the malfunction of the ATM machines or failure of the Card or to any dispute which the Bank may have with the cardholder. The Bank shall not be liable for any losses or damages whatsoever arising from or related to the use of the Card. The Bank shall not be liable to the cardholder for any losses or damages incurred and/or suffered due to technical delay, transmission error, malfunction of the ATM machines or any other unforeseen circumstances whilst using the ATM machines.

7.11. The Bank at its sole discretion may impose reasonable charges from time to time in relation to the usage of the Card. Prior notice shall be given to cardholders before debiting these charges from the cardholder's account.

7.12. The Bank reserves the right to disclose, in strict confidence, to other institutions or as required under the law or the regulator from time to time, any information concerning the cardholder's account as may be necessary or appropriate in connection with the Bank's participation in any electronic fund transfer network.

7.13. The Bank reserves the right to add to, delete and/or vary any of these terms and conditions with or without any notice to the cardholder. Use of the Card after the date upon which any change to these terms and conditions is to have effect shall constitute acceptance without reservation by the cardholder of such change. The cardholder's use of the Card shall at all times be subject to the terms and conditions in force at the time.

7.14. The Bank's record of transactions processed by the use of the Card shall be conclusive and binding for all purposes.

7.15. The Bank reserves the right to cancel, renew or replace any Card issued without giving any reasons and without any prior notice to cardholder.

8. Debit Not Accepted

8.1. RHB Bank (Cambodia) Plc., ("RHB") reserves the rights to request, review and update the customer's information to reflect the customer's latest profile.

8.2. In the event of the customer is uncontactable or fails to provide the update as stated in Clause (1) above within 30 calendar days, the Bank regret to inform that 'Debit Not Accepted' will be tagged to your account which will restrict any debit transactions from your account and notify you via SMS, email, or any other means of communication which RHB may select, of such tagging of the account. Please visit the nearest RHB branch to perform verification. Customer agree that the aforesaid right to tag your account as 'Debit Not Accepted' shall be without prejudice to the right of RHB to tag the said account for other reasons as stated in the terms and conditions governing the Deposit Account.

8.3. The Bank may also close the Account or withdraw, suspend or terminate any or all of the Services without prior written notice to you in accordance with any guidelines or anybody/association/regulatory authority or of RHB. You acknowledge that we have the discretion not to carry out any instructions and/or suspend the use of the Account including in the following: -

8.3.1. Where we doubt the authenticity of such instructions; or
8.3.2. In the event of any dispute between the joint Accountholders, authorised signatories, partners (whether in respect of a conventional partnership or a limited liability partnership) or directors of a company; or
8.3.3. If we were to receive conflicting instructions from the person(s) listed under (b) above; or
8.3.4. If you fail to pay any fees and charges imposed by RHB.

9. Declaration

Confirm that I/We have received, read and understood the Bank's rules and any applicable Terms and Conditions governing the opening and operations of the relevant account(s) and agree to be bound by them. The Bank reserves the right to add, vary or modify the existing rules from time to time without notice to me/us.

Declare that I am/We are not an undischarged bankrupt.

Declare that the above information is complete and correct and further undertake to furnish you with any further information or documents requested from time to time hereafter as soon as practicable upon your request for the same.

Declare that I/We hereby declare that the account is opened and operated on my/our own behalf and that I/we am/are the Ultimate Beneficial Owner(s) of the Account.

That I/we have the legal capacity to enter into this agreement.