



TERMS AND CONDITIONS GOVERNING SAVINGS ACCOUNT

Enumerated below are the General and Specific Terms and Conditions governing the opening and operations of Savings Account with the Bank.

General Terms And Conditions

1. Account Opening

- 1.1 I/We am/are authorised to open the customer and/or account(s) record and hereby furnish the particulars required to open the account and declare that all the information is correct. I/We undertake to inform the Bank of any changes to my/our personal details.
- 1.2 I/We acknowledge that I/we may apply for a Savings Account with passbook or Savings Account without passbook (hereinafter referred as “Statement Savings Account”). I/We may convert my/our Savings Account with passbook to a Statement Savings Account subject to the Bank’s approval at its sole discretion.

2. Deposit And Withdrawal

- 2.1 The Bank reserves the right to prescribe and vary from time to time the minimum deposit required to open the account, the minimum amount deposited or minimum amount withdrawn at any one time and the minimum balance to be maintained in the account.
- 2.2 Notwithstanding that the proceeds of any cheque or other negotiable instrument deposited into the account is shown as an immediate credit, the proceeds of such instrument is available for use only when the proceeds have been paid by the paying banker and credited into the account. In the event the instrument is dishonoured or there is a dispute or an adverse claim against the said instrument, I/we shall be personally liable for the settlement thereof and the Bank reserves the right to debit the account for the amount of the returned item and for any charges incurred.
- 2.3 I/We may withdraw from the account up to the limit as the Bank may announce or revise from time to time and subject to the available balance in the account. This account shall be deemed to be closed upon the withdrawal of the entire balance available in the account or by operation of law or pursuant to item 8.1 hereto.
- 2.4 Withdrawals may be made by me/us in person or by my/our ‘Duly Authorised Agent’ as follows:-
 - 2.4.1 In the case of a Savings Account with passbook, on presentation of the passbook, which is neither transferable nor assignable, together with the duly completed withdrawal transaction slip and presenting a personal identification acceptable to the Bank; or

2.4.2 In the case of a Statement Savings Account, by completing a withdrawal transaction slip and presenting a personal identification acceptable to the Bank.

A 'Duly Authorised Agent' must be in possession of my/our Power of Attorney duly registered with the Bank. A letter shall not constitute sufficient authority of the same. CHEQUES MAY NOT BE DRAWN ON A SAVINGS ACCOUNT.

3. Passbook

- 3.1 The amount of deposit and withdrawal transaction will be entered in my/our passbook. I/We am/are to examine the passbook before leaving the Bank's premises to ensure that correct entries have been made.
- 3.2 Any payments made by the Bank upon the production of the passbook shall have the same effect as if made to me/us personally. The Bank shall stand indemnified and shall not be responsible for any loss thereby suffered by me/us or by any other party for such payments made by the Bank.
- 3.3 I/We shall keep the passbook in a safe place. If the passbook is lost, I/we am/are to immediately notify the Bank in writing or in person. Upon receipt of the written notification, the Bank will freeze the account. I/We shall be responsible and liable for any loss incurred in the event of any unlawful or unauthorised withdrawal from the account prior to the Bank's receipt of the written confirmation or my/our notification to the Bank in person of the loss of the passbook, whether or not the loss was due to my/our negligence. The Bank will levy a charge for every issuance of a replacement passbook subject to me/us executing the Bank's standard indemnity form.

4. Interest

- 4.1 Interest, if any, is computed on the daily balance in the account at the prevailing interest rate and shall be credited to the account at intervals as the Bank may at its discretion determine from time to time. Interest paid is subject to withholding tax or any other taxes, levies or impositions as may be imposed by the relevant authorities from time to time.
- 4.2 The Bank reserves the right at its sole discretion at any time to revise the rate of interest on this account upon giving notice in the local press or by displaying the revised rates at the Bank's premises or at its website.

5. Liability

- 5.1 Should any of my/our cheques, drafts, etc. deposited be lost, mislaid, misplaced, mutilated or destroyed in the ordinary course of collection of the Bank, I/we hereby agree that I/we shall not hold the Bank liable for any losses, liabilities or damages which I/we may sustain, incur or be liable to arising from such occurrence.
- 5.2 When the Bank accepts or incurs liability on my/our behalf or at my/our request, any funds or securities and other valuables deposited with the Bank belonging to me/us and in the hands of the Bank shall automatically become security to the Bank. The Bank shall have the right to retain such funds or securities or valuables in the hands of the Bank or any part thereof and be entitled at its absolute discretion, even to dishonour my/our cheques until the liability is settled.

- 5.3 I/We/The Organisation hereby give(s) consent to the Bank to disclose information such as may be required by the National Bank of Cambodia in compliance with their directives.
- 5.4 Should the Bank retain or is obliged to retain solicitors to enforce any of its rights hereunder or otherwise whether by judicial proceedings or any other manner in relation to my/our account, I/we shall be liable to pay to the Bank all costs, fees and charges in relation thereto and the Bank shall have the right to debit the account with all costs, fees and charges.
- 5.5 I/We agree that the Bank shall not be responsible for, and I/we shall fully indemnify the Bank and hold the Bank harmless against all losses, costs and expenses which may be incurred by me/us or by the Bank with any or all the banking accounts whatsoever, or the execution by the Bank of any instructions or if any of my/our banking accounts or any part thereof is reduced or frozen by any government or official authority.
- 5.6 The Bank shall not be responsible for any losses or damages to me/us by reason of any compliance or non-compliance by the Bank where payment instructions issued by me/us are incomplete or ambiguous or where the amount of the deposit(s) is insufficient to cover the bank charges and the amount specified in such instructions or by reason of or arising from the business or operations, impeded or interfered by delays, forgery of signatory's signature, alteration and/or forgery due to my/our negligence, hostilities, breakdown of electricity or power supply or telecommunications or other communications network systems, riots, blockades, strike, embargoes, or machine or equipment failure.
- 5.7 Any payments made by the Bank pursuant to any instructions purporting to be signed by me/us or my/our authorized representative(s) shall be a complete discharge and the Bank shall be absolved from any liability to me/us and any other parties thereon.

6. Right To Debit Account

- 6.1 I/We, hereby agree to pay and authorise the Bank to debit this account for any drafts, other instruments or for any charges/expenses incurred as a result thereof and any other fees or commissions, or for any applicable service charges, maintenance fee or any other reasonable fees and charges imposed by the Bank from time to time or such applicable taxes whether currently in force or to be implemented and chargeable by law for the services and facilities rendered to me/us.

7. Right Of Set Off

- 7.1 I/We agree that in addition to any general lien or other similar right to which the Bank as bankers may be entitled at law, the Bank may at any time, with seven (7) calendar days prior notice, combine or consolidate all or any of my/our banking accounts with and the liabilities to the Bank wheresoever situate and set off or transfer any sum or sums standing in the credit of this Savings Account in or towards satisfaction of any of our liabilities to the Bank whether such liabilities to the Bank be present, future, actual, contingent, primary or collateral or several or joint.
- 7.2 Where such combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing the currency for which I/we am/are liable with the existing currency so converted. The Bank shall not be held liable or responsible for any loss arising as a consequence of exercising its rights hereof.

8. Closing Of Account

- 8.1 The Bank reserves the right at its sole discretion at any time to close this account for any reason whatsoever, without any obligation to assign any reason therefor, by giving fourteen (14) days notice to me/us. The Bank may issue a Banker's Cheque for the entire available balance in this account, less such administrative cost or other costs incurred by the Bank, and may post the said Banker's Cheque to my/our last known address registered with the Bank.

9. Suspension Of Account

- 9.1 The contractual relationship between me/us and the Bank will be terminated and the operation of my/our account will be suspended under any of the following circumstances:-
- 9.1.1 Death, insanity or bankruptcy; and/or
- 9.1.2 The service of any legal process or order by the court on the Bank against my/our account.

10. Minor's Account

- 10.1 I/We hereby confirm and agree that the account is not a trust account and neither is it a joint account with the minor. I/We am/are the guardian/parent of the minor and agree and acknowledge that I/we am/are the Depositor(s) of the Bank.
- 10.2 I/We agree that upon the minor attaining the age of eighteen (18) years, I/we, together with the minor shall jointly give fresh instructions and furnish the mandate for the operations of the account. Until a fresh mandate is received by the Bank, the existing mandate shall continue to operate.
- 10.3 In the event of my/our death before the minor attains the age of eighteen (18) years, the account shall be frozen and the matters pertaining to the account shall be referred to the Executor(s)/Administrator(s) of my/our estate(s). The Bank reserves the right to act on the advice of its legal advisors. The costs and expenses incurred thereto shall be debited from the account.

11. Joint Account

- 11.1 We, the account holders agree that in the event of the demise of one account holder, the Bank is authorised to pay the balance standing to the credit of this account to the survivor(s) and such payment shall constitute a valid discharge by the Bank of the amount due in this account.
- 11.2 We agree to the method of operating the account as stipulated in the Bank's prescribed account opening form executed by us. We also agree and acknowledge that the mandate given as to the operation of this account can be terminated by any one of us, and the Bank is entitled to act on the same. In such event the Bank may at its discretion not permit any withdrawals from this account until receipt of a fresh mandate from us.

11.3 We, the account holders, agree and authorise the Bank as follows:-

- 11.3.1 To credit into the Joint Account funds, whether in cash or via electronic fund transfer, cheques and other negotiable instruments belonging to or payable to either/any one of us. In consideration of the above and the Bank agreeing to place all amounts received by the Bank whether in cash or via electronic fund transfer or from cheques and other negotiable instruments favouring either/any one of us to the credit of the joint account and to deliver any instrument or cheque the Bank may hold on the joint account to either/any one of us; and
- 11.3.2 To accept a completed transaction slip duly signed and presented by all of us of our intention to close the Joint Account. We further agree and acknowledge that any instruction from us to the Bank to close the Joint Account conveyed either verbally or by way of telephone, facsimile or internet e-mail is not acceptable to the Bank.

We hereby jointly and severally undertake to save harmless and keep the Bank howsoever indemnified against all losses, claims, demands, proceedings, actions, suits, damages, costs, charges, expenses and other liabilities whatsoever and whensoever incurred or arising from our authorisations above, subject to the Bank's right to reject at any time and at the Bank's discretion for any reason whatsoever any cash, electronic fund transfer, cheques or other negotiable instrument received, or as a consequence of the Bank refusing to act or acting on our instructions to close the Joint Account and paying the remaining balance in the Joint Account as per our instruction.

12. External Account

- 12.1 An external account may be opened by a non-resident (i.e. a person, firm, institution or company which is not a resident).
- 12.2 A non-resident is not permitted to have a resident account.
- 12.3 The sources and uses of funds in an External Account are subject to the rules imposed the National Bank of Cambodia.

13. Rubber Stamp

- 13.1 The imprint of the rubber stamp of the society/club/association must be affixed on the Bank's prescribed account opening form together with the specimen signature(s) of the person(s) authorised to operate the account.

14. Unclaimed Moneys

I/We/Representative of the organisation am/are aware of the provisions of the Article 71 of the Law on Banking and Finance, National Bank of Cambodia, wherein my/our deposit accounts will be classified as unclaimed money ten (10) years from the date of the last transaction initiated by me/us, and as such the funds in the account are required to be transferred to the to National Bank of Cambodia.

I/We/Representative of the organisation agree to come to the Bank in person prior to the expiry of the ten (10) years as aforesaid to perform a withdrawal or deposit transaction in order to re-activate the account. In consideration of the Bank agreeing to my/our/the organisation's above request, I/we/representative of the organisation agree and undertake to hold the Bank harmless and indemnified against all liabilities whatsoever for any delay/omission/error in carrying out my/our/representative of the organisation's above instructions.

If I/we/representative of the organisation fail to re-activate the account, I/we am/are aware that the Bank shall give us twenty one (21) days advance notice before arranging to transfer the funds in the account to the National Bank of Cambodia.

15. Foreign Account Tax Compliance Act (FATCA)

15.1 Cambodian Public Bank Plc, together with its parent company Public Bank Berhad and its subsidiaries and branches ("PBB Group") are participating foreign financial institutions under the Foreign Account Tax Compliance Act ("FATCA") of the United States of America ("U.S."). FATCA requires enhanced due diligence procedures on customers/account holders of Cambodian Public Bank Plc to enable identification and reporting of U.S. Persons and substantial U.S. Shareholders of foreign entities to the Cambodian Competent Authority** and ultimately, to the U.S. Internal Revenue Service ("IRS"). **Pursuant to an Intergovernmental Agreement ("IGA") between the Kingdom of Cambodia and the U.S., the Cambodian Competent Authority has issued guidance in order for foreign financial institutions in Cambodia to comply with FATCA.**

(The Cambodian Competent Authority appointed by the Cambodian Government is the oversight body for the enforcement of FATCA provisions of the U.S. tax law governing the domestic financial institutions.)**

15.2 In some instances, Cambodian Public Bank Plc will request certain information to be submitted by its customers/account holders to meet its FATCA obligations. Failure by customers/account holders to provide this information will result in reporting of customer/account holder information to the **Cambodian Competent Authority** and may result in a 30% withholding tax on certain payments of U.S. source income, where applicable. Payments to the Cambodian Public Bank Plc's customers/account holders will generally not be subject to withholding, provided that appropriate certification or other documentation concerning their status is provided to the Cambodian Public Bank Plc as instructed. To ensure that customer's/account holder's information is accurate, Cambodian Public Bank Plc requires that customers/account holders provide notification in the event of changes in customer information, including change of **residence address**, mailing address, phone number and nationality.

15.3 I/We/the Individual(s)/Representative of the organisation hereby confirm and declare that all information provided by me/us/U.S. shareholder(s) in this Form to the best of my/our knowledge is true and correct.

16. CPBe Service

16.1 Individuals who apply for the CPBe Service must be eighteen (18) years old and above.

16.2 I/We hereby agree and undertake to indemnify the Bank and at all times keep the Bank fully and completely indemnified from and against all claims and demands, actions and proceedings, loss and expenses including legal costs as between solicitor and client and all other liabilities of whatsoever nature or description which may be made or taken or incurred or suffered by the Bank in connection with or in any manner arising out of the said authorisation given by me/us. I/We further agree that my/our liabilities shall be a continuing liability and shall remain in full force and effect until the Bank's liabilities if any is fully discharged to the Bank's satisfaction. I/We have read and understood the Terms and Conditions of access to the Bank's CPBe Service and hereby agree that the Terms and Conditions shall be binding on me/us. I/We hereby declare that there is no change to my/our latest mandate for the operation of the account(s) to the Bank.

17. Notices And Communication

17.1 I/We/The Organisation shall notify the Bank of any change of address. All communication sent by post by the Bank addressed to or delivered to my/our last known address registered with the Bank shall be deemed to have been duly delivered to me/us.

17.2 All notices and communications to me/us will be in writing and may be sent to me/us by internet e-mail or by displaying the same at the Bank's premises and website. All legal processes may be sent to me/us by post to or left at my/our address last registered with the Bank and shall be deemed to have been duly delivered and received by me/us.

18. Declaration

18.1 I/We shall be required to complete and execute the Bank's prescribed account opening form which shall then form part of this Terms and Conditions.

19. Others

19.1 I/We/The Organisation declare(s) that prior to or at the time of the opening of this account, I/we/the Organisation have/has not:-

- a) Committed any act of bankruptcy; and/or
- b) Been subject to any resolution or petition for winding up or insolvency being made or presented against me/us.

I/We/The Organisation further agree that should any of the above be contravened by me/us, the Bank shall have the absolute right at any time to close this account without prior notice.

19.2 By signing the Bank's prescribed account opening form and affixing the rubber stamp of the organisation, I/we/the Organisation confirm(s) that I/we/the Organisation have/has received, read and fully understood the Bank's Terms and Conditions, Notice of Mandate (if any) and agree to comply with and be bound by and any amendment(s) or variation(s) to the same which the Bank may subsequently introduce, review, revise or replace which are made available on the Bank's website and/or on the notice board at branches and/or which may be communicated by any other means that the Bank deems fit.

- 19.3 I/We/The Organisation further agree(s) by continuing to maintain and operate my/our account(s) after the effective date of the amendment(s) or variation(s), I/we/the Organisation am/are/is deemed to have accepted the amended Terms and Conditions and the same shall be binding and conclusive against me/us.
- 19.4 I/We/The Organisation hereby agree(s) to indemnify the Bank as collecting banker against all losses, claims, demands, proceedings, costs, expenses and other liabilities whatsoever and whensoever which the Bank may incur on any cheque, bill, note, draft, dividend warrant or other instruments presented by me/us for collection and shall be deemed to have been collected at my/our expressed request in every case for the credit of my/our account.
- 19.5 I/We/The Organisation, hereby agree(s) to pay the for any charges/expenses incurred as a result thereof and any other fees or commissions, or for any applicable service charges, maintenance fee or any other reasonable fees and charges imposed by the Bank from time to time or such applicable taxes whether currently in force or to be implemented and chargeable by law for the services and facilities rendered to me/us.
- 19.6 I/We/The Organisation agree(s) and undertake(s):-
- 19.6.1 Not to disclose the access identity (ID) and passcode/password to any other person, via unsolicited emails, telephone calls or on any website other than the Bank's official website and shall take all reasonable steps to secure the passcode/password and ensure the security device is secured at all times; and
- 19.6.2 To check all transaction alerts in a timely manner and to check account balances, statements of any bank account or designated payment instrument on a regular basis, to detect any unauthorised transaction, error or discrepancy, and to report to the Bank and the issuer of the payment instrument as soon as reasonably practicable in the event any unauthorised transaction, error or discrepancy is detected.
- 19.7 I/We/The Organisation further undertake(s) to report a breach of the security of a passcode/password or the loss of a security device to the Bank as soon as reasonably practicable, upon becoming aware of the breach or loss respectively and undertake to report immediately to the Bank of any error or discrepancies found in any statement or entry. If the Bank does not receive any notification in writing within twenty one (21) calendar days from the statement date of any errors or discrepancies as regards to the debit or credit entries in the statement, then I/we/representatives of the Organisation shall be deemed to have accepted such entries made up to the date of the last entry in the statement as correct, final and conclusive and thereby adopt all withdrawals or other debits to the account therein.
- 19.8 I/We, hereby irrevocably authorise the Bank to treat the Bank's records of any transactions effected through the said account including but not limited to transactions effected by mail order, telephone order, the internet and self service terminals from any source purportedly by me/us as evidence of transaction(s) properly incurred by me/us and to debit the account for payment of such transaction(s) notwithstanding that the transaction(s) may not be authorised by me/us and further notwithstanding that such authorisation or record to debit the account as aforesaid may not contain my/our signature.
- 19.9 The Bank reserves the right at its sole discretion at any time:-

- 19.9.1 To vary, amend or revise any of the Terms and Conditions herein, features and benefits of the account by giving me/us twenty one (21) calendar days prior notice by displaying the said amendments and/or the new features/benefit at the Bank's premises and the Bank's website and without having to assign any reasons therefor;
- 19.9.2 To prevent any operation on this account, if the Bank suspects that the account is being used for any illegal purposes whatsoever.
- 19.10 The Terms and Conditions herein shall be subject to the directive from National Bank of Cambodia or as may be directed or required by a regulatory body from time to time.
- 19.11 I/We consent and authorise the Bank to disclose to National Bank of Cambodia, any authority/body having jurisdiction over the Bank, any guarantor(s)/security parties, and/or its lawyers or any debt collection agent at any time and without notice or liability any information relating to my/our affairs, banking accounts or conduct thereof (including my/our credit standing) to such extent and for such purposes as the Bank may in its absolute discretion deems necessary or expedient.
- 19.12 The above Terms and Conditions governs the general rules on the opening and operations of Savings Account and might vary depending on the Savings Account product type.

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