



TERMS AND CONDITIONS GOVERNING FIXED DEPOSIT ACCOUNT

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

General Terms And Conditions

1. Account Opening

- 1.1 I/We/The Organisation am/are/is authorised to open the customer's record(s) and/or account(s) and hereby furnish the particulars required to open the account and declare that all the information is correct. I/We/The Organisation undertake(s) to inform the Bank of any changes to my/our personal/the Organisation's details.

2. Fixed Deposit Receipt (FDR)

- 2.1 I/We/The Organisation confirm(s) that the automatic renewal instruction given on all my/our existing deposit(s)/investment(s)/deposit placement(s) and subsequent maturity are to be automatically renewed for the same period unless otherwise advised by me/us. A written advice notice must be given not less than seven (7) days prior to the maturity date(s) of the respective deposit(s)/investment(s)/deposit placement(s).
- 2.2 Payment will be made to the authorised signatory on production of the FDR duly endorsed.
- 2.3 Upon maturity, the FDR shall be automatically renewed for the same contractual period and at the prevailing interest rate.
- 2.4 I/We/The Organisation should complete the instruction on the reverse of the FDR on withdrawal or renewal.
- 2.5 The automatically renewed FDR will be issued upon request and upon surrender to and receipt by the Bank of the original relevant expired/matured FDR.
- 2.6 The original FDR is to be kept in a safe place at all times. In the absence of the original FDR or where the original FDR is lost/misplaced/destroyed, I/we/the Organisation shall provide the Bank with an Indemnity acceptable to the Bank. Nevertheless, the Bank reserves the right to reject, without assigning any reason, my/our request for withdrawal of the FD proceeds or request for a replacement FDR, as the case may be. The decision of the Bank shall be final and conclusive.

3. Interest

- 3.1 Interest on the Fixed Deposit (FD) will cease at due date. Accrued Interest on the FD is subject to the Bank's right to withhold such sum(s) as are required as withholding or other taxes, levies or impositions from time to time.
- 3.2 Interest is calculated to the actual number of days.

- 3.3 Interest will be paid on a monthly basis or upon maturity at the applicable prevailing interest rate according to each FD product type.
- 3.4 In respect of placement of FDs for one (1), two (2) or three (3) months, the following shall apply if the FD is withdrawn prior to maturity:-
- 3.4.1 No interest will be paid.
- 3.4.2 Where interest is credited into my/our Current/Savings Account on a monthly basis, such monthly interest credited prior to withdrawal of the FD will be deducted from the principal before the FD withdrawal proceeds are released to me/us.
- 3.5 In respect of placement of FDs exceeding three (3) months, the following shall apply if the FD is withdrawn prior to maturity:-
- 3.5.1 No interest will be paid on the FD is withdrawn before the completion of three (3) months. For FDs withdrawn after the completion of three (3) months, interest will be calculated and paid at half ($\frac{1}{2}$) of the original contracted rate for each completed month.
- 3.5.2 Where interest is credited into my/our Current/Savings Account on a monthly basis and the FD is:-
- a) Withdrawn before the completion of three (3) months, such monthly interest credited prior to withdrawal of the FD will be deducted from the principal before the FD withdrawal proceeds are released to me/us.
- b) Withdrawn after the completion of three (3) months, the interest paid at half ($\frac{1}{2}$) of the original contracted rate for each completed month will be deducted from the principal before the FD withdrawal proceeds are released to me/us.

4. Liability

- 4.1 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 instruction issued by me/us is/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.
- 4.2 Any payments made by the Bank pursuant to any instructions purporting to be signed by me/us or my/our authorised representative(s) shall be a complete discharge and the Bank shall be absolved from any liability to me/us and any other parties thereon.
- 4.3 I/We/The Organisation shall indemnify the Bank, as collecting banker, for all losses, claims, demands, proceedings, costs, expenses and other liabilities whatsoever and whensoever which the Bank may incur on any 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.

- 4.4 Should any of my/our drafts, etc. deposited be lost, mislaid, misplaced, mutilated or destroyed in the ordinary course of collection by the Bank, I/we/the Organisation hereby agree(s) that I/we/the Organisation shall not hold the Bank liable for any losses, liabilities or damages which I/we/the Organisation may sustain, incur or be liable to arising from such occurrence.
- 4.5 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 any withdrawal instructions until the liability is settled.
- 4.6 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.
- 4.7 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/the Organisation 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 my/our account with such costs, fees and charges.
- 4.8 I/We/The Organisation agree(s) that the Bank shall not be responsible for and I/we/the Organisation 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. Suspension Of Account

- 5.1 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:-
- 5.1.1 Death, insanity or bankruptcy; and/or
- 5.1.2 In case of a limited company, filling of a winding-up petition against me/us.
- 5.1.3 The service of any legal process or order by the court on the Bank against my/our account.

6. Joint Account

- 6.1 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.
- 6.2 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.

- 6.3 We, the account holders, agree and authorise the Bank as follows:-
- 6.3.1 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
 - 6.3.2 To accept a completed Fixed Deposit receipt 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.

7. External Account

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

8. Limited Liability Partnership (LLP) Account

We, the representative of the Organisation, for and on behalf of the LLP, hereby:-

- 8.1 Confirm that the authorised signatories for the operation of the LLP Account are not bankrupts and neither are they/any one of them prohibited from taking part in the management of the LLP;
- 8.2 Confirm that we shall immediately notify the Bank in writing in the event of:-
 - 8.2.1 Any change in the partners of the LLP and/or any change in the authorised signatories of the operation of the LLP Account and
 - 8.2.2 Any partner is or hereafter becomes a bankrupt, and in such an event we, the representatives shall forward to the Bank the relevant Notice(s) lodged with the Registrar on the cessation of a Partner or the inclusion of a new Partner or a certified fresh/new Resolution informing the Bank of the change in the authorised signatories to the LLP Account, as the case may be;

- 8.3 Confirm that where a partner of the LLP, who is also an authorised signatory of the LLP Account is/becomes a bankrupt, the Bank is authorised not to honour any cheque(s) signed by the said bankrupt partner and further that the Bank is entitled to return the said cheque(s) with the words "Drawer's Confirmation Required"; and that the LLP shall provide the Bank with a fresh new certified Resolution; and
- 8.4 Indemnify and save the Bank harmless against any claim made by whosoever or damages incurred by the Bank as a result of the Bank relying on the representation in item 8.1 above, placing full reliance on all information, representations and documents provided to the Bank, including the Resolution forwarded by the LLP for the opening and operation of the LLP, the Bank honouring cheque(s) drawn on the LLP's account signed by the authorised signatories of the LLP in accordance with the latest Resolution in the Bank's records and/or where cheque(s) drawn on the LLP are not honoured and returned pursuant to item 8.3 above.

9. Rubber Stamp

- 9.1 The imprint of the rubber stamp of the firm/company/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.

10. Foreign Account Tax Compliance Act (FATCA)

- 10.1 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.)**

- 10.2 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.
- 10.3 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.

11. CPBe Service

- 11.1 Individuals who apply for the CPBe Service must be eighteen (18) years old and above.
- 11.2 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.

12. Notices And Communication

- 12.1 I/We/The Organisation shall notify the Bank of any change of address. All communications 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.
- 12.2 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.

13. Declaration

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

14. Others

- 14.1 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.

- 14.2 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.

- 14.3 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.
- 14.4 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.
- 14.5 I/We/The Organisation, hereby agree(s) to pay the for any charges/expenses incurred as a result thereof and any 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.
- 14.6 I/We/The Organisation agree(s) and undertake(s):-
- 14.6.1 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
- 14.6.2 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.
- 14.7 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.
- 14.8 Notwithstanding the provisions herein, the Bank reserves the right at its sole discretion to prevent any operation on this FD Account if the Bank suspects that the said account is being used for any illegal purpose whatsoever.
- 14.9 The terms and conditions herein shall be subject to the directive from the National Bank of Cambodia or as may be directed or required by a regulatory body from time to time. The Bank further reserves the right to vary, amends or revise any of the terms and conditions mentioned herein and the features and benefits of the account by displaying a notice of the revisions at the Bank's premises and website before the revisions are effected.

14.10 The above Terms and Conditions governs the general rules on the opening and operations of Fixed Deposit Account and might vary depending on the fixed Deposit Account product type.

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