



## GENERAL TERMS AND CONDITIONS GOVERNING THE OPERATION OF ACCOUNT WITH ACLEDA Bank Plc.

These "General Terms and Conditions", "Agreement", are designed for using with our companion brochure, "Conditions and Fee Charge of Account Operations" and our "Interest Rate Table", "Rate, Term and Fee Table". Together, the Agreement and Conditions and Fee Charge of Account Operations explain our deposit accounts, other related services we make available to you, and the terms, conditions and fees that govern these accounts and services.

By signing and returning our Application Form, including "Specimen Signature" you confirm that you have received the Agreement, Interest Rate Table and Conditions and Fee Charge of Account Operations and have reviewed, understood and agreed to the terms and conditions therein.

We may change the Agreement, Interest Rate Table and Conditions and Fee Charge of Account Operations at any time subject to applicable law. Except as indicated herein, we will inform you of changes that affect your rights and obligations as quick as possible.

Throughout this publication, the words "you" "your" and "yours" refer to the account holder(s). Each person who signs the Application Form is an owner of the account opened under that Agreement.

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

### 1. Account Ownership

You may open your account in your name or jointly with another person or persons or on behalf of other persons or companies. The following types of ownership are available:

#### 1.1. Individual

This account is opened by a single named individual who is the sole owner named beneficiary.

#### 1.2. Company

This account is opened by authorised person "authorised signatories" on behalf of a company including Partnership, Corporation, Organizations/Associations/Communities, Embassies, Ministries/Institution and Development Projects etc.

#### 1.3. Joint Account

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

#### 1.4. Future Kid Account (under 18 year of age)

This account is opened on behalf of the minor child within your guardian.

### 2. Account Opening

2.1. The applicant(s), the "customer" must complete and to do thumbprint/Biometric or sign the forms provided by the Bank and give the identification document of individuals and/or entities as determined by the Bank. The opening of an account is subject to the Bank's approval. The Bank may rely on the accuracy of the information contained in the forms. Any change in the information must be notified to the Bank.

2.2. A minimum sum, as determined by the Bank, must be deposited into an account at the time it is opened.

2.3. All accounts are motivated to register ACLEDA Unity ToanChet and/or ACLEDA Internet Bank services, to be easy to manage and operate account such as funds transfer, payments, and especially view account statement anytime and anywhere, etc. For the accounts of those who benefited from NSSFC or NFV or PWDF and the account for support micro loan or small loan will be excepted if customer is unable to use the services.

### 3. Closing Account

3.1. To close the individual account, you are required to complete the Closing Account Application Form provided by the bank. The remained balance will be withdrawn in compliance with the condition of operation and specimen signature kept in the bank.

3.2. To close the joint account or corporate account, the account holder or authorized person (President/General Manager or Board of Director), is required to properly complete the Closing Account Application Form with specimen and stamp (if any). Making the remained balance withdrawal must comply with the condition of operation and specimen signature kept in the bank.

3.3. Fee will be charged with a certain amount set by the bank if you close your account within three (3) months from the opening date of the account.

3.4. Closing Savings Account is not required you to return Passbook and Customer Account Information, except the necessary case only.

3.5. You are required to return all blank checks to the bank and ensure that there is no any used check unless you have to notify before closing current account.

3.6. For any dormant account with a nil balance (except the validity contract accounts), the bank will close the accounts without prior notice.

3.7. The customer must obtain all necessary approvals, if any, from the Cambodian authorities, which may be required to enable the customer to open, maintain and operate the account with the Bank. The Bank may request the customer to provide evidence of such approval at any time.

3.8. The bank reserves the right to close the customers' accounts without prior notice, if there is evidence that:

- Customers do not comply with all applicable laws, rules and regulations in connection with account operation such as Law on Anti-money Laundering and Combating the Financing of Terrorism.
- The account transaction of customer might violate any Law of the Kingdom of Cambodia or any other country or directly or indirectly involve with any designated individual or entity prohibition or any illegal activities or transfer in-out with sanction countries, etc.

#### **4. Operation of Account**

4.1. All instructions to the Bank must be in writing with the original Thumbprint/Biometric or signature of the account holder or the authorized in the same style as given in the specimen Thumbprint/Biometric or signature provided to the Bank. In case customer withdraw cash or transfer by using automatic fingerprint machine under limitation amount is not require to do signature or thumbprint on withdrawal or transfer voucher any more. It is not the Bank's policy to accept photocopies or instructions by phone, fax, telex or e-mail unless the customer has made separate arrangements in writing with the Bank. Ambiguous or conflicting statements obtained from customers will not be undertaken until the instructions have been properly clarified.

4.2. The customer will be bound by any arrangements agreed with the Bank for the issue of checks or the operation of accounts including arrangements for the joint signature, multiple signatures, maximum or minimum amounts or any other arrangements.

4.3. All cash transactions such as transfer in, deposit, or other transactions that have different currencies from the original currency of the customer account at ACLEDA Bank, the bank will automatically convert those currencies to be the same as original currency of the customer account in accordance with the prevailing exchange rate of ACLEDA Bank.

4.4. The Bank shall have the rights, at its sole discretion, to pay to accountholder any amount to be withdrawn from the Foreign Currency (other than the United State dollar) Account by any or the combination of the two following methods:

- By cash payment in United State dollars or Khmer Riel, converted from the equivalent of the relevant foreign currency at the Bank's then prevailing rate of exchange, and/or
- By cash payment in the same foreign currency of account. Through this option, the Bank's Commission in lieu of Foreign Exchange may apply.

4.5. As securities trading transactions, trading account holder is required to deposit at least 100% of total securities value for placing purchasing order plus trading fee (Trading Account Balance  $\geq$  100% of Total Securities Value " Securities Price \* Number of Shares Purchased " Plus Trading Fee). Cash settlement from securities firm's settlement account to settlement account of CSX shall be made after ACLEDA Bank Plc. received settlement instruction document and/or Electronic Payment Order from CSX's system automatically, not by direct order from securities firm's account holder, except any other transaction beside those mentioned above and shall be conducted in accordance with the conditions of account operation. Cash settlement from customer account to Client Money Account of securities firms (Transfer to securities trading account) are made after ACLEDA Bank Plc., received E-mail order from customer sending through by MTS System of CSX.

## **5. Overdraft Liability**

In the case that you withdraw exceed balances you have with the Bank, you are required to repay the amount overdrawn. In addition, the interest and penalty shall be levied on such overdrawn account on daily debit balance at the prevailing rate set by the Bank.

## **6. Alteration**

6.1. You may change your account name anytime you want but you are required to notice to the Bank in writing and agreed from the bank. We are not liable for any cost incurred associated with the change of your account's name.

6.2. Alteration, add or remove the specimen signature(s), signatories, you are required to notify the bank in writing and also required to provide the personal identification as determined by the bank. Unless you notify the bank, otherwise, the latter will be the valid documents for operating your account with us.

6.3. You are required to notify the bank in writing when you change or modify the operation conditions and also required to provide the new operation conditions to keep with bank. Unless you notify the bank, otherwise, the latter will be the valid documents for operating your account with us.

6.4. You are required to notify in writing to the Bank of any change in your address, phone number or other particulars. In this case, account holder or one of the account members, listed in the specimen signature of the joint account or corporate account, is allowed to change the information by filling out the Change of Personal/Corporate Customer Information Form.

6.5. Changing the identification documents or related documents when the document is approaching the expiration date is the duty of customer to keep its files legal. The Bank will notify or inform the customers who are companies after receiving a notification letter from relevant ministries or competent authorities for their expired documents.

6.6. For any change or amendment in the paragraph 6.1, 6.2 and 6.3 above, you must do as follows:

- Joint Account: For changing or adding authorized signature, all account members described in the specimen signature are required to notify in writing or enter into the Change of Customer Information Form attached with the identification in case of changing or adding authorized signatory (signatories).
- Corporate Account: All competent authorizers (President/General Manager or Board of Directors) are required to notify in writing or enter into the Change of Customer Information Form attached with new decision letter of the boards and/or other significant references.

6.7. The bank reserves the right to override any changes of customer's information if it observes that the request of customer does not perform properly regarding to the general terms and condition governing the operation of account with of ACLEDA Bank Plc.

## **7. Prudential**

7.1. Loss or theft of Passbook you must notify to the bank immediately in writing with the information such as date, time and place where the Passbook have been lost or stolen.

7.2. Due to the loss or theft of Passbook, the bank will provide you the new Passbook for using with the existing account number but you are required to pay fee as determined by bank. The bank has no liability to you or anyone else in connection with this account before your notification.

7.3. You are required to notify the bank immediately in writing with information such as account name, account number and check serial number when your blank check(s) is lost or stolen in order to automatically stop that check(s). We are not liable for any settlement with this account before your notification.

7.4. You may request us to stop check (stop payments) on a check against your account. A fee may be charged to process a stop payment request. In addition to the name and account number, we require some more information such as the exact amount of the check, the date of the check issued and the name of the person or entity to whom the check is payable. If information you provide is incorrect, we are not liable to you or anyone else if we do not stop payment on the item.

7.5. You are required to keep a minimum balance in your account with us. Fees will be debited from customer's account at the end of each month if the account balance falls below minimum balance unless prior arrangements or approval from bank.

7.6. On the death or incompetence of a joint customer, the bank may, on its discretion, hold the credit balance(s) of any account(s), and any securities held in the joint names, to the order of the survivor(s) as reference.

7.7. Customers could request the authorization of the beneficiary through bank advance instructions to withdraw and make a transaction in emergencies that the eventually arises, in order to complete business continuity plan as below:

7.7.1. In case the beneficiary has been known as in advance:

- The beneficiary shall provide an advance signature or thumbprint in the form of specimen signature or thumbprint with attached identification documents filling as the references.
- The bank will comply with the customer's instructions when the beneficiary displays the identification documents and documents affirming the competent authority or hospital about the accident or permanent disability or force majeure or death of the customer.

7.7.2. In case the beneficiary has not been known as in advance:

- The customer must complete precise information of the beneficiary directly in advance bank instruction letter such as: name, sex, date of birth and address, etc.
- The bank will comply with the customer's instructions when the beneficiary displays the identification documents and documents affirming the competent authority or hospital about the accident or permanent disability or force majeure or death of the customer.

7.7.3. In case of customer died without surrendering to the beneficiary as mention in point 7.7.1 and 7.7.2 above and there is remains balance storing more than USD5,000.00 (five thousand US dollars) or equivalent is required beneficiary to request a verdict/court order in advance then be withdrawn cash in accordance with the verdict/court order. For death account with balance up to USD5,000.00 (five thousand US dollars) or equivalent, the bank might withdraw cash to beneficiary accordance with a written notice with confirming of their responsibility and it is also identified by the local authority or attorney within the family book or alternative legal documents which is proof of the relationship between the customer and the beneficiary and mortality of the deceased.

- For balance that stored in the payroll account of ACLEDA Bank staff, the bank might withdraw cash to the beneficiary accordance with a written notice and confirming of their responsibility.
- For balance that stored in the payroll account, provident fund, deident fund of the death of government officers of ministries/government institutions, officers or retirees (who are under control of NSSFC / NFV), officers (who are under control of NSSF, PPWSA, EDC, APSARA Authorities) the beneficiary can withdraw all the funds in the actual account based on the written request and validation of the beneficiary's identity and clearly assert responsibility from the ministries / relevant institutions.

7.7.4. For balance that stored in the customer's account, a foreigner, without surrendering to the beneficiary as mention in point 7.7.1 and 7.7.2 above is required to have a written notice request form issued by their embassies of the exact amount within the beneficiary's identify and assert responsibility with this request for withdrawal, the beneficiary must have related documents of foreigner who is an account owner.

## **8. Check Account**

8.1. Unless the Bank states, otherwise, no interest will be paid on any credit balances on check accounts.

8.2. Check must be used in accordance with law on Banking and Financial Institutions of Kingdom of Cambodia and the customer acknowledges that such law may restrict the making of certain payments in Cambodia in US Dollars or other foreign currency. The Bank has no liability to ensure that a payment is lawful but may refuse to make a payment until the Bank is satisfied that it is lawful.

8.3. Each check issued must have sufficient fund, otherwise you will be put in prison and/or charged according to the law on Banking and Financial Institutions of Kingdom of Cambodia. The bank has no liability to you or any party for this case.

8.4. Check drawn on your account must be on the forms printed and supplied by the Bank and completed in the manner required by the Bank. Each check must be signed by the authorised signatories in the same style as the specimen registered with the Bank.

8.5. In the event that the Bank dishonours a check, the Bank may (but shall not be obliged to) return the check to the presenter stating that the reason the check has been dishonoured. The Bank shall not be liable to you or to any third party for dishonouring a check even if the check could have been honoured. This provides the Bank acts in good faith.

8.6. All checks sent by post for the credit of an account should be crossed and marked “account payee only” and accompanied by a letter giving details.

8.7. The Bank reserves the right not to accept check for credit to an account if the payees name is not identical to that of the Customer shown on the Bank’s record.

8.8. The Bank, at its discretion, may accept deposits funded by check. Such deposits will become effective and earn interest after they have been cleared. A receipt issued by the Bank must be issued to acknowledge all deposits paid to the Bank for credit to an account. The Bank will not be liable to account for deposits where no such receipt has been issued.

8.9. The Bank acts as the customer’s collecting agent for check deposited with the Bank on collection. Risk for collecting remains with the customer. In a case where a check is not paid the Bank shall have the right to obtain payment from the customer for the amount of the credit and the entry to the account will be reversed.

8.10. Where the customer instructs the Bank to transfer funds from the account, such instructions once accepted by the Bank, the customer can not be withdrawn, cancelled, or amended unless the Bank agrees to the withdrawal, cancellation or amendment of the instructions.

## **9. Statements of account and account information**

9.1. All economic transactions occurred in account, account owner has to check and verify them through ATM, ACLEDA Unity, ACLEDA Internet Bank or statement provided by the bank clearly. In case of irregularity, account owner has to inform or come to the bank directly not later than 15 days after the date of irregular transaction happened, in order to solve that problem timely, and the bank reserves the right to correct any possible error in the statement.

9.2. For audit purpose, letters of confirmation will be despatched from time to time to all customers at their last known address and the customers are requested to sign and return the letters of confirmation after verification of the balances of their account is made.

9.3. All correspondence and notices to you for an account shall be sent by post to the nominated address of your written in the account opening forms or such other address as you may, from time to time, notify the Bank in writing. The Bank shall not be obliged to ensure that you have actually received the correspondence.

9.4. The customer authorises the Bank to disclose any information relating to the customer, his financial affairs or accounts at any of the Bank’s branches if and when it is required to do so by the Cambodian authorities.

## **10. Fees and set-off**

10.1. The Bank may establish fees applicable to deposit accounts, and such fees shall be set forth in the Account Terms and Fee Table applicable to your account or other documentations provided to you for the account or Bank service and shall be incorporated by this reference into these Account Terms and Conditions. The Bank reserves the right to change its fees from time to time without prior notice, except as it may be required by law. By using our services, after changes become effective, you are agreeing to the changes. You are responsible for notifying other authorised signature(s) of changes.

10.2. You will pay on demand all fees, interest and other charges applicable to accounts, checks and other Banking facilities. The bank has unanimously, at anytime and without prior notice or liability to account for loss of interest, the right to debit monies from customer’s account in order to pay debt, fee charge, penalty fee, and other fees or adjust on the settlement resulting from the technical error, whatever description with the Bank. In case customer's account has insufficient fund, the Bank will inform customer to deposit sufficient amount. The Bank will charge interest 2.5% (two percent and a half) per month on the debt amount, exclude the accounts for Overdraft. This right may be exercised on any account in whatever currency and at whatever location.

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

## **11. Indemnity**

You unconditionally agree to indemnify the Bank against all claims demands actions, liabilities, damages, costs and expenses of whatever nature which the Bank may incur in connection with any loan of whatever type and to pay the Bank all sums which may be claimed from the Bank or which the Bank may pay or become liable to pay in connection with your loan account(s).

## **12. Miscellaneous**

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

12.2. If any payment due to the Bank by the account holder(s) is subject to withholding or deduction, the account holder(s) will pay to the Bank such additional sum as may be necessary to ensure that the Bank receives a net sum equal to the amount that would have been due from the customer had no such withholding or deduction been made.

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

12.4. Credit interest is daily and automatically accrued and posted to your account monthly. Your interest receivable is subject to withholding tax at the prevailing rate set by the Tax Department, Ministry of Economy and Finance. This amount of tax is debited directly to your account held with us.

12.5. The accounts for which the activity has not been occurred for specific period of time is considered to be Dormant Account (inactive account) and fee will be directly charged from that account as determined by the Bank.

12.6. 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 Khmer version shall prevail.

12.7. This Terms and Conditions is made in 01 original copy for filing in customer document, and provided customer a copy of it for properly applying the use of account with ACLEDA Bank Plc. In the case any term and condition stated above is incompatible with the laws of the Kingdom of Cambodia, there will be abrogated, but not affect the validity of the other applicable conditions.

I/We..... a customer of ACLEDA Bank Plc. have read, understood and agreed to all the meanings as set forth in the terms and conditions above.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature or Thumbprint