

ABA BANK

NATIONAL BANK OF CANADA GROUP

GENERAL
TERMS AND CONDITIONS
April 2014

CONTENTS

1. GENERAL 4-8

- 1.1 Automatic Payment (Standing Instruction)
- 1.2 Account Fees and Charges
- 1.3 Confirmation of Transaction/statement
- 1.4 Verification of Statement
- 1.5 Suspension, Close or Combining of Accounts
- 1.6 Inoperative Accounts
- 1.7 Account Statement and Correspondences
- 1.8 Variation of Terms and Conditions
- 1.9 Change of Address, Telephone Number or Facsimile Number
- 1.10 Receipt of Advices
- 1.11 Discrepancies/errors, Question, or Complaint
- 1.12 Your Personal Information
- 1.13 Bank Disclosure Statement

2. ACCOUNTS 9-14

- 2.1 Cheque Forms, Cheque Books and Encoded Credit Slips
- 2.2 Collection of Cheques
- 2.3 Deposit of Cheques, Electronic Deposits and other Documents
- 2.4 Deposit to an ABA Account Made at a Non-ABA Bank
- 2.5 Deposit to Your Account for a Particular Purpose
- 2.6 Deposit Made in Error by ABA to Your Account
- 2.7 Cancelling or Stopping Cheques
- 2.8 Crossed Cheque
- 2.9 Not Negotiable Cheque
- 2.10 Not/non Transferable or Account Payee Crossed Cheque
- 2.11 Writing a Cheque
- 2.12 Post-dated Cheque
- 2.13 Altering a Cheque
- 2.14 Stale Cheque
- 2.15 Dishonours
- 2.16 Cheque Confirmation
- 2.17 Form of Execution The Agreement (Signature/ Thumbprint)
- 2.18 Unarranged Overdrafts/ Excess
- 2.19 ABA Credit/ Debit Card Issued for Use in Conjunction with an Account
- 2.20 Telephone/ Email Instructions
- 2.21 Joint/ Authorized Accounts
- 2.22 Partnership Account
- 2.23 Trustee Account
- 2.24 Customer Liability
- 2.25 Credit Interest
- 2.26 Fixed Deposit

3. PAYMENT CARDS 15-17

- 3.1 Protecting Your Card and PIN
- 3.2 Services
- 3.3 Using ATMs
- 3.4 Using POS Terminal
- 3.5 Use of Your Card Overseas
- 3.6 Supplementary Card
- 3.7 Lost or Stolen Cards or Disclosed PIN
- 3.8 Your Liability

ABOUT

The "Terms and Conditions" are developed as a part of the agreements governing the use of product and service of ABA, including Account. The Terms and Conditions apply when we provide you with certain personal or business banking product and service. You agree to those Terms and Conditions when you sign an account application forms, including "Specimen Signature" or acquire any of our product and service. You should keep this booklet for future reference.

The Terms and Conditions listed in this document do not represent all the terms and conditions under which banking products and services are provided, however, additional conditions may be implied by laws, specific Terms and Conditions (i.e., Credit Card's Terms and Conditions), or may be agreed to in writing by you.

We may change the Terms and Conditions, including specific Terms and Condition of product or service to reflect the necessary requirement for account operation of the Bank, including, but not limited to Interest rate, condition(s), fee charge at any time at our sole discretion and/or subject to applicable law. If there is any discrepancy between General and Specific Terms and Conditions, the Specific Terms and Conditions of product or service will prevail.

Definitions:

- Advanced Bank of Asia Limited, hereafter, is called "ABA" or "the Bank".
- The words "you", "your" and "yours" refer to the account holder(s).
- The words "we", "us" and "our" refer to Advanced Bank of Asia Limited.
- Business day means any day excluding public holidays or any day, in which ABA publicly announces closure of its operation.
- Customers included ABA account holder(s) or non-ABA account holder who uses ABA's services, inclusive of one-off usage of the service, for example, MoneyGram, etc.,
- Account means all bank accounts, including the Current, Current Plus, Flexi, Savings, Fixed Deposit, held with ABA.
- Account Holder means the person or entity whose name the Account has been opened and who is responsible for the Account under relevant account authority.
- The term word "operate" is defined as followings:
 - a) To draw, sign and endorse cheques and other order or instruments for payment notwithstanding that the debiting of any such cheques and order or instruments to the account any cause the said account to be overdrawn, or any overdraft to be increased thereby.
 - b) To pay moneys, cheques, notes, drafts, orders and all other document to the credit of my/our account and to endorse on my/our behalf and in my/our name or in the name of the attorney cheques or other negotiable instruments of any descriptions.
 - c) To debit my/our savings, current, ABA deposit and/or fixed deposit account with any payment which bears the signature of the attorney.
 - d) To receive, withdrawal all or any of my/our securities, bills, coupons or other property, including any box or boxes and their contents.
 - e) To negotiate for and take advances by way of discount, loans, overdrafts or otherwise, with or without security.
 - f) To pledge and deposit any species of security for the repayment of such advances.
 - g) To receive statement and/or communication of any kind from time to time of my/our account(s) and certify the correctness thereof on our behalf.
 - h) To give instructions whether by mail, telegraph, telephone, facsimile or otherwise and/or enter into contracts in buying, selling, (including short sales) and all other transaction in relation to Foreign Exchange and/or metal and/or stocks, shares, bonds, warrants and any other stock exchange Securities trading, on margin or otherwise.

GENERAL

1.1 AUTOMATIC PAYMENT (STANDING INSTRUCTION)

To set up an automatic payment you may call at any ABA branch or contact an ABA Client Service Advisor.

Where the directions you give to the Bank in relation to an automatic payment are for the purpose of a business, the Bank accepts those directions without any responsibility, the liability for any refusal or omission to make all or any of the automatic payments, or late payment or for any omission to follow such direction.

The Bank will use reasonable care and skill to give effect to the directions you give to it in relation to an automatic payment. The Bank relies on the accuracy of the automatic payment information you give and is not required to check its accuracy. You should advise the Bank immediately for any information about automatic payments shown on your bank statement, which is incorrect.

An automatic payment authority is subject to any arrangement now or hereafter subsisting between you and the bank in relation to your account.

The Bank may make automatic payment in any order it wishes. The payments will be subject to clearance against available funds and may be honored, failed or reversed if funds are not available.

If the due date for payment of any automatic payments falls on a non-business day then it will be processed by us on the next business day, unless you request us to process any such payment on the business immediately before the non-business day on which it is due.

An automatic payment authority will remain in force until terminated by the Bank, or the payee, or you tell the Bank to cancel it, or if you die or become bankrupt, until the Bank is notified of your death or bankruptcy. The Bank will not get involved in any dispute between you and any person arising out of an automatic payment.

Any request to make an automatic payment that is not on the Bank's standard form will be deemed to include the terms set out in the Bank's standard form. If there is any inconsistency between those forms, the terms of the Bank's standards form will prevail. Any between General and Specific Terms and Conditions, the Specific Terms and Conditions of product or service will prevail.

1.2 ACCOUNT FEES AND CHARGES

The Bank may impose fees and charges for any services provided pursuant the Terms and Conditions listed in this booklet and/or specific product or service terms and conditions for services it provides in connection with any Account. Some of the fees and charges are mentioned in the booklet. Full details of all the fees and charge are set out in the "Service charge" brochure, which can be obtained from any branch of the Bank or website. The Bank is entitled to debit your account for these fees and charges whenever they become payable. Any applicable government fees and charges, including Resident Withholding Tax, Non-Resident Withholding Tax and any applicable fees, also be debited by the Bank from your Account.

If there are any changes to the standard fees and charges, the Bank will inform you of the changes

and the date, which the change takes effect by:

- direct communication to you (i.e., by notice on your account statement); or
- displays at the Bank branches or our website; and/or
- media advertisements.

The Bank will, where possible and on reasonable care of its service, inform you of non-standard fees and charges before payment is due.

1.3 CONFIRMATION OF TRANSACTION /STATEMENT

When you use your ABA Cards (ATM, Visa and/or MasterCard issued by ABA Bank) on Point of Sales (POS) Terminal, the transaction records are printed. The transaction record will show the details of your transaction (i.e., amount, date, etc.). Please keep the printed record, and check them with your bank statement/ passbook of your account. Unless you have passbook to record the transactions on your account, the Bank will forward you a statement (as per you request) showing the transactions occurred and closing of your balance.

1.4 VERIFICATEION OF STATEMENT

You must check your bank statement for all of your bank accounts as soon as you received them to ensure that the entries recorded on them are correct.

You must notify us in writing within 60 days from when the statement was sent if there any apparent errors or transaction you have not authorized on the statement.

If you don't notify us, then to extend permitted by law:

- You will be deemed to have accepted that the balance of the account and all transactions recorded on the bank statement are lawful and correct; and
- We have all a full defense against any action you take, for claim of any nature. This included claims

for breach of contract, negligence, wrongful debiting of funds, any other tort, equitable remedy or any other cause of action brought against us in relation to your account, or the transaction recorded on the bank statement.

1.5 SUSPENSION, CLOSE OR COMBINING OF ACCOUNTS

You may at any time request the Bank to close your account(s). Please contact the nearest Bank's branch to you if you wish to close your account(s). We strongly advise that you contact the Bank's branch where you opened the accounts for convenient purpose.

If the Bank considers that any of your account are not being conducted in a satisfactory manner it may suspend the operation of or close your account(s). The Bank will not be liable for any loss resulting from the suspension or closure. Unless clearly impracticable in the circumstances, the Bank will close your account(s) only after having given reasonable notice, setting out the details of the account(s) to be closed.

The Bank at any time, without notice to you, apply the whole or any part of any credit balance on any of your account in any currency towards payment of any indebtedness by you to the Bank. If any amount is contingently due or not quantified, the Bank can withhold repayment of any credit balance pending that amount becoming due or being quantified and may set off the maximum liability which may at any time be or becoming owing. This paragraph is without prejudice and in addition to any right of set-off, combination of accounts, lien or other rights to which the Bank is otherwise entitled whether by way of operation of law, contract or otherwise.

The Bank may suspend the operation of any account or close any of your account(s) without prior notice to you if (and this list is not exhaustive):

- The Bank is complying with a court order;
- You have acted unlawfully;
- You have breached the Bank's terms;
- You have acted abusively to the Bank's staff;
- The Bank receives notice of any third party claim in respect of that account.

The Bank will not be liable to you for any loss resulting from that suspension.

1.6 INOPERATIVE ACCOUNTS

If you have not operated on your account for 12 months or more, the Bank can do any of the following:

- We can charge an annual service fee.
The inoperative fees are detailed in the "service charge" brochure, specific products or service terms and conditions and/or website.
- We can close your account automatically without prior notice if you have a nil balance, or if we believe that your account is likely to go into unarranged overdraft due to regular account and other fees.

1.7 ACCOUNT STATEMENT AND CORRESPONDENCES

We will supply you with account statement as often as you have requested via e-service. If you have Internet Banking, you are able to access up to 24 months of account information online.

1.8 VARIATION OF TERMS AND CONDITIONS

The Bank may change these terms and conditions at any time, except for interest rates, that are subject to market fluctuation. The Bank, as a part of reasonable care of its complementary service, will give you at least 5-business day notice of any change before it takes effect by:

- Direct communication to you (i.e., by notice on your account statement); or
- Displays at the Bank branches or our website; and/or
- Media advertisements.

1.9 CHANGE OF ADDRESS, TELEPHONE NUMBER OR FACSIMILE NUMBER

You must promptly notify the Bank of any change in your address, telephone number or facsimile number. This will enable us to ensure that correspondence, important documents, cheque book (if allowed), etc., are sent to the correct address.

1.10 RECEIPT OF ADVICES

All communications by the Bank to you may be given by posting a communication to the address last notified to the Bank for that purpose by you and shall be deemed to have been given three days after posting.

1.11 DISCREPANCIES/ERRORS, QUESTION, OR COMPLAINT

Please contact our nearest branch close to you or Relationship Manager of your account immediately if:

- you think there is discrepancy/ error on your statement
- money has been lost due to an ATM or Card malfunction
- you have any questions or complaints

You will need to give the Bank:

- your name, your account number
- your card number (if applicable), and
- your identical code for verification over the phone (if applicable)

any detail you can about the suspected error or malfunction or the nature of your question, including the amount of money involved.

The Bank will make every effort to answer/ resolve your questions/complaint quickly and fairly. Where the Bank establishes that an error did occur, it is promptly correct the error (to the extent possible) and reimburse any interest or fees charged to you as a result of the error. The Bank will adjust any error that has been posted on your statement.

If you are not satisfied that your inquiry has been properly dealt with, please ask at the Bank branch nearest to you to discuss with higher-level management of the Bank's branch or Head Office.

1.12 YOUR PERSONAL INFORMATION

We take your privacy very seriously. Information you provide to the Bank will be kept strictly confidential and will be securely held by the Bank. You have right to access the information by enquiring at any branch of ABA Bank and you may also request that it be corrected.

The Bank will make every effort to keep your personal information up to date.

To assist us, please let us know of any changes in your personal and business details such as, but not limited to, address, contact number or change in ownership structure of your business, etc., How we use your information will be depend on the purposes for which that information was collected. Generally, the Bank may use this information to:

- consider your application for facilities, products and services,
- administer, manage and monitor any facilities, product or services provided to you,
- conduct market research, data processing and statistical analysis, and
- unless you disagree, provide you with information about other facilities, products and services, including certain third party products and services.

The Bank may disclose information about you to its agent or contractors for the above purposes.

The Bank may use your personal information for the purpose of data matching and in doing so may collect information about you. "Data matching" is the process of comparing your personal information with publicly available information and/ or with information held by entity the Bank has an ongoing relationship with in order to better enable us to carry out any of the above purposes.

The Bank may disclose your information to carefully selected third parties for the purposes of data matching, provided those third parties are subject to an obligation of confidentiality.

The Bank may obtain information and make such enquiries about you as the Bank may consider warranted from any sources including credit reference agencies for the above purposes.

The Bank may disclose information about you to credit reference agencies for the purpose of obtaining credit reports on you. Those credit reference agencies may retain that information and provide it to their customers who use their credit reporting services. If you default in any obligations to the Bank, then the Bank may disclose information about you to credit reference or debt recovery agencies and it may be retained by them. Those agencies may provide that information to their customers who use their credit reporting services.

The Bank may also disclose account information to any authorized signatory to your accounts. If you are under 15 (Cambodian) or 18 (foreigner) years old, the Bank may contact your parent(s)/ guardian(s) to disclose, or to collect, or to obtain repayment of any amount you owe the Bank.

Our security standards are maintained and our technology regularly updated to provide protection for the information we hold. We do not sell, publish, or give away your information.

Certain law also requires the Bank discloses your information on request. If the Bank receives a request from certain agencies to release your information, the Bank may not be able to tell you that the request has been received. The Bank may also disclose the information to the police, certain government agencies or the financial institute where the Bank reasonably believes that the disclosure will assist the investigation, detection

and /or prevent of fraud or other criminal offense, such as money laundering and terrorist financing legislation in force in Cambodia or other countries. You agree to provide all information to ABA in which it reasonably requires to comply with these laws. Anti-money laundering and terrorist financing legislation in force in Cambodia or other countries may also prohibit us from entering or concluding transactions, which involve certain countries, persons or entities. As a result you agree with ABA may:

- delay or block any transaction or refuse to pay any money, without incurring any liability
- disclose any information concerning you or the transaction to the Cambodian police or relevant authority in any country in order to ascertain with

the laws in the country all to a transaction or otherwise in compliance with those laws that aim to prevent or detect terrorist financing or money laundering, in the reasonable belief that the transaction may contravene those laws, and the Bank will not incur any liability to you as result of that action.

In this clause, “money laundering” includes any dealing with the proceeds of criminal activity and any dealing with funds or assets of any person or entity suspected of involvement in terrorism or any terrorist act.

1.13 BANK DISCLOSURE STATEMENT

A current disclosure statement published by ABA may be requested through any branch of the Bank.

ACCOUNTS

2.1 CHEQUE FORMS, CHEQUE BOOKS AND ENCODED CREDIT SLIPS

Cheque forms in cheque book which is supplied to you will have an account number marked on them. These cheque forms may only be used to make drawings on that account. Your cheque book should be safeguarded at all times. Any loss of the cheque forms or authorized withdrawals should be reported to the Bank as soon as possible.

Deposit slip, which has an account number marked on them is only to be used for deposits to that account. Deposit slips and cheque forms remain the property of the Bank after you have received them, and they must be returned to the Bank on request.

2.2 COLLECTION OF CHEQUES

The Bank may transmit cheques or other documents to other locations for collection or processing in according with normal banking practice. The Bank will not be liable for any loss or destruction as result of that transmission unless that loss or destruction is caused by the Bank's negligence.

2.3 DEPOSIT OF CHEQUES, ELECTRONIC DEPOSITS AND OTHER DOCUMENTS

Any cheques, electronic deposits or other documents, which are lodged for deposit to your account(s) are, unless otherwise agreed by the Bank, received on a “for collection” basis only.

This means that the deposit is being “cleared” for payment. You cannot make withdrawals against the amount until it has been cleared. This usually

takes up to 2 working days, but in some instance may take up to 5 working days if any reasons the Bank does not pay on all or a portion of deposit (it is not cleared), by the paying bank, some or all of the items that make up that deposit may be dishonored. Your account will be debited by the amount of the dishonored transactions.

2.4 DEPOSIT TO AN ABA ACCOUNT MADE AT A NON-ABA BANK

Deposits made in any form at other banks, i.e., cash and cheque, may be treated on a “for collection” basis.

2.5 DEPOSIT TO YOUR ACCOUNT FOR A PARTICULAR PURPOSE

The Bank will not receive deposits to your account on the basis that they are to be reserved or applied for any particular purpose (i.e., collection of funds from high-yield investment program you have invested), even if your account description specifies a particular purpose, unless you specifically advise that the deposits are for the account of someone else and you open a separate trust account for such deposit. Except as other provided in this clause, all deposits, which are made to your account will be dealt with in the normal course of business.

2.6 DEPOSIT MADE IN ERROR BY ABA TO YOUR ACCOUNT

The Bank may reverse payments to your account if we have made an error.

2.7 CANCELLING OR STOPPING CHEQUES

If necessary, a cheque that you have written may be cancelled or stopped. You will need to advise the Bank as soon as possible of your wish to stop the cheque. The Bank will require details of the cheque, whose it made out to and the amount and date of the cheque and reason for cancellation.

Similarly, if your cheque book has been stolen or lost you will need to advise the Bank as soon as possible of your wish to stop the remaining cheques. The Bank will require the number of cheque stolen or lost and serial numbers of the remaining cheques.

You may also need to visit a branch of the Bank to complete and sign a "Stop Payment Request".

If the cheque(s) has/have not already been presented, the Bank will make every effort to ensure non-payment of your cheque(s). However, the Bank will not be liable if payment on any cheque which is not stopped. A fee will be charged for cancelling or stopping a cheque. This fee is detailed in the "service charge" brochure, specific product/ service's terms and conditions and/or website.

2.8 CROSSED CHEQUE

When you "cross" a cheque with double lines at the top and left corner of the cheque means that the cheque must be deposited into an account. It cannot be cashed.

2.9 NOT NEGOTIABLE CHEQUE

If you write "Not Negotiable" on a crossed cheque, which you have drawn, this will give you some limited protection if the cheque is lost or stolen.

2.10 NOT/NON TRANSFERABLE OR ACCOUNT PAYEE CROSSED CHEQUE

When you cross a cheque and write "Not/Non Transferable" or "Account/A/C Payee Only" on the

cheque, this means the cheque cannot be transferred or endorsed to someone else and it can only be paid to a bank account in the same name of whosoever the cheque is made out to. It cannot be cashed.

2.11 WRITING A CHEQUE

When filling out a cheque, use ink or ballpoint pen to prevent alteration of your cheque. Always write your cheque so that the words and figures cannot be altered or added to. You can do this by filling in the amount spaces completely, or by using a line to fill in any blank space. And, remember to date the cheque.

If you write cheques made out to cash, don't sign them until you are ready to cash your cheque.

You should never pre-sign a blank cheque.

2.12 POST-DATED CHEQUE

A post-dated cheque means that the cheque is dated with a future date. National Bank of Cambodia (NBC) requires post-dated cheque be cleared regardless of a cheque being presented before, on, or after the date written on the cheque. The Bank strongly recommends that you don't post-date your cheques.

2.13 ALTERING A CHEQUE

If you need to alter a cheque the authorized signatory (ies) must sign in full if the amount has been increased/decreased, the date, and/ or payee's name being altered.

If the alteration has not been signed it could result in your cheque being dishonored.

2.14 STALE CHEQUE

Cheque presented for payment more than six months after the date of the cheque may be dishonored to representer with the answer "Stale Cheque".

2.15 DISHONOURS

There are three main reasons a cheque can be dishonored or bounded:

- The cheque writer (payer) did not have enough funds in their account to pay for the cheque,
- The cheque was incorrectly completed (i.e., wrong date, or no/unverifiable signature or the amount written in words is different from the amount written in numbers), and
- The cheque has been stopped.

When a cheque or deposit to your account has been dishonored, the amount of the deposit is reversed (debited) from your account.

Cheques will be dishonored within the same or latest 2 working days after being presented through clearing house. You will need to contact the payer of the cheque.

If you write a cheque that is dishonored, you will be charged a fee, which will be debited from your account. This fee is detailed in the "service charge" brochure, specific product/ services terms and conditions and/ or website.

2.16 CHEQUE CONFIRMATION

The Bank will use reasonable care as a complementary service to contact the account holder(s) or signatories of account to confirm for account holders' awareness of the cheque being presented before drawing the funds. The Bank will define a limit of amounts for cheque confirmation at its sole discretion. It may also revise the limit from time to time base on the reasonable wishes to secure customers' accounts being held with the Bank as part of its valued added serviced provided to customer. The Bank will hold no liability to cash cheque without prior confirmation from the account holder, except any loss as result of the Bank's negligence. If the customer intended not be contacted for confirmation, we strongly advise you discuss the account relationship manager for

way to monitor your account transaction (i.e., register for e-service and/or Internet Banking service) and visit our Bank branch to complete a form "request to stop being informed a cheque payment."

2.17 FORM OF EXECUTION THE AGREEMENT (SIGNATURE/ THUMBPRINT)

As permitted by law, the Bank shall obtain either or both signature and/or thumbprint as a form execution. As standard practice, the Bank requires signature as the form of execution the agreement; however, there are specific requirements while the Bank may require both signature and thumbprint as the form of executing the agreement. Both signature and thumbprint are equally and legally forceful at all times when executing any of the Bank's product or service.

2.18 UNARRANGED OVERDRAFTS/EXCESS

If your account is overdrawn or you exceed an agreed borrowing limits (if allowed by the Bank), the Bank may charge interest upon the amount by which the account is overdrawn or the limit exceeded at the Bank's overdraft rate, plus a penalty margin. In addition, you will be charged an unarranged overdraft fee. This fee is detailed in the "Service Charges" brochure, specific product/ services terms and conditions and/ or website.

The decision to honor any transaction where there are insufficient cleared funds available or where an agreed borrowing limit is exceeded, is made entirely at the Bank's sole discretion.

2.19 ABA CREDIT/ DEBIT CARD ISSUED FOR USE IN CONJUNCTION WITH AN ACCOUNT

ABA Credit cards may be operated in respect of your account and the use of such cards will be governed by the terms and conditions on which those cards are issued, which are set out in the Card's terms and conditions. If you have an ABA card and no longer hold a copy of the ABA Card's

terms and conditions, you may obtain another copy at any branch of the Bank.

2.20 TELEPHONE/EMAIL INSTRUCTIONS

The Bank is not required to allow you, or any person authorized by you, to give an instruction on any account by phoning your branch of the Bank. If the Bank allows this, you agree that:

- Funds may only be transferred between account in your name,
- Enquiries may only be made about account in your name
- The Bank may refuse to act on any instruction which is not satisfied is given by you or a person authorized by you
- The Bank is not required to establish the identity or authority of any person (including you) giving an instruction.
- The Bank may impose a minimum amount in relation to any type of instruction and may change any such amount at any time without notice, and
- You will indemnify the Bank against any loss that it suffers as a result of any instruction (including any misrepresentation by you or any person authorized, or claiming to be authorized, by you) except loss which is a direct result of the negligence of the Bank.

2.21 JOINT/AUTHORIZED ACCOUNTS

If you are one of the holders of a joint/authorized account, you agree that:

- your liability is joint and several
- your account is subject to all incident affecting joint accounts
- individual and joint liability for indebtedness may arise if subsequent disagreement occurs between you and the other joint account holder(s)
- in the event of such disagreement you should give immediate notice to the Bank and seek independent legal advice

- the Bank may in the interest of the joint/authorized account holders and the Bank, or where there is a dispute in relation to your account over either the ownership of funds or the operation of the account, stop the operation either wholly or partially of the account upon request by any of the account holders or at the Bank's own discretion, pending resolution of any dispute
- If jointly owned assets are provided as security for borrowing, you should seek independent legal advice about your liability for debt incurred now and in the future.
- In the event of death of any of the joint/account holder the Bank will pay the other joint/authorized account holder(s) all moneys and other properties whatsoever standing to the credit of the joint/authorized account, and
- If joint account holder gives notice to the Bank to withdraw from the joint account, the account will be stopped by the Bank but the joint and several liability of the account holders for any outstanding debt will continue until repayment is made to the joint account.

Unless you have specified that two or more authorized account holders are required to operate your joint account, your joint account may be closed by any of you (or other person with authority) so instructing the Bank. In such a case, the Bank will not be liable to the other joint account holder(s) for any consequences arising from the closure.

The Bank may require all of the account holders to agree before action on the instructions of one account holder to close the account even if that account holder has authority to instruct the Bank.

2.22 PARTNERSHIP ACCOUNT

Any indebtedness incurred on an account held by a partnership shall be and several liabilities of all

partners who, in signing the account signing authority, on the instructions of any person authority, undertake to ratify and confirm all transactions conducted on the instructions of any person authorized to make transactions on the account.

Any change to the authorized persons of the partnership is to be notified to the Bank in writing. In the absence of such notice the Bank is not affected by any change in the constitution of the partnership or any lack of actual authority of an authorized person.

A partner who retires from the partnership shall continue to be liable to the Bank for any indebtedness incurred by the partnership on any account after their retirement until the Bank receives written notice of the retirement of that partner.

The liability of a partner or the estate of a partner, to the Bank on any account shall not be discharged on the retirement, bankruptcy or death of that partner, except with the written agreement of the Bank.

2.23 TRUSTEE ACCOUNT

By signing the account authority you authorize the person(s) named on the authority, as well as all trustees/ executor/ administrators acting within their legal capacity, to operate the account in accordance with the signing instructions.

2.24 CUSTOMER LIABILITY

You are responsible to the Bank for all liabilities incurred in relation to your account(s) and indemnify the Bank against any liability it may incur in respect of or arising out of your account(s) unless that liability is incurred by the Bank as a direct result of its negligence.

2.25 CREDIT INTEREST

The Bank pays interest on credit balances in certain

types of accounts. Interest is calculated on daily basis for interest bearing savings and transactional accounts and is credited to your account on the key date (except Fixed Deposit choosing interest payment at maturity in which interest is obliged to pay on maturity date or when the account is closed). Your account's key date will be due on same calendar day of each month or quarter depending on your account types (for example: every 1st working date of each quarter for Flexi Account and Current Plus) and based on the day of the month on which you opened your account. If your account key's date falls on non-business day, your account's key date will automatically move to the next business day of the month.

The interest paid or credited by the Bank will be affected by applicable taxes. The tax status of the account holder will determine the type and amount of tax deducted. The Bank relies on the tax status and information (where appropriate) provided by the account holder. Resident Withholding Tax (RWT) will be deducted from interest payments made to Cambodian account holders (or Cambodian nationality). However, the RWT is applicable for foreigners who have been consecutively living in Cambodia for period at least 182 days or indicative to live in Cambodia at least 182 days by providing sufficient supporting documents such as, but not limited to, employment contract, house rental contract or owning a business in Cambodia. Residential tax status is selected during the first account opening when you provide sufficient information to our staff. For non-resident account holder, Non-Resident Withholding Tax (NRWT) will be deducted. We rely on your accuracy of documents and information provided in order to choose a correct tax status of your account.

For some accounts, the balance must exceed a specified minimum before any interest will be paid to you.

The Bank may introduce or alter any specified minimum balance above which interest is payable, and any specified balances above which special higher rates of interest are payable. You will be notified of any change and the date on which the change will take effect by:

- direct communication with you (i.e., by notice on your account statement)
- displays at the Bank branches
- media advertisement

2.26 FIXED DEPOSIT

The following terms and conditions apply to Fixed Deposit and incorporate the terms and conditions set out in Fixed Deposit Certificate or application forms (if any).

The Bank may set a minimum deposit level for any Fixed Deposit. If the amount of your deposit ever falls below the minimum deposit level, the Bank has the right to pay out the deposit to you.

- for Fixed Deposit of less than 12-month term, monthly interest payment is not allowed. Only interest payment at maturity is allowed.
- for fixed deposit of 12 months or longer, either options of monthly interest payment or interest payment at maturity is allowed.

Interest payable during the term of your Fixed Deposit will not be compounded. However, any interest payable at the maturity can be automatically added to the repaid principal amount in order to make a new Fixed Deposit.

Unless the Bank agrees, the term of your Fixed Deposit is fixed, and you may neither transfer the deposit nor draw on the deposit until it matures. Any request for early and/or partial withdrawal (if allowed) of Fixed Deposit must be approved by the Bank. A pre-mature fee will apply.

If the maturity date of your Fixed Deposit is a non-business day, the maturity date of your Fixed Deposit will be move to the next business day after the non-business day.

A Fixed Deposit cannot be drawn against personal cheque.

Where appropriate and as a reasonable care of its complementary service; but not an obligation, the Bank will communicate to you within 3-business day prior to maturity of your fixed deposit.

Any applicable government fees and charges, including resident withholding tax or non-resident with holding tax may be debited by ABA to your Fixed Deposit or nominated account.

PAYMENT CARDS

THESE CONDITIONS APPLY TO THE USE OF AN ABA CARD ISSUED FOR ACCESSING YOUR ACCOUNT(S). BY USING YOUR CARD FOR AN ELECTRONIC TRANSACTION, YOU AGREE TO BE BOUND BY THESE CONDITIONS IN ADDITION TO SPECIFIC TERMS AND CONDITIONS SET OUT IN CARD'S TERMS AND CONDITIONS.

3.1 PROTECTING YOUR CARD AND PIN

When you receive your Card, you must immediately sign the back of it with your usual signature printed on the Account Application Form/ Specimen Signature Form. You must keep your Card with you or in a safe place at all times.

You may select a Personal Identification Number (PIN) for your Card at any ATM or branch of the Bank. Your PIN gives you access to your nominated accounts with the Bank. The PIN you select must not be:

- An easily identifiable or sequential combination of numbers (such as 1100 or 3456); or
 - Based on easily accessible data (such as birth dates or parts of telephone numbers)
- It is important that you memorize your PIN. If you have any difficulty remembering your PIN please consult the Bank on selection of your PIN.

You must not:

- Keep any record of it either on or with your Card, or in any other place; or
- Write it down; or

- Disclose it to any person, including family or those in apparent authority, including Bank staff; or
- Negligently disclose it (i.e., by not taking care to prevent others seeing you key in your PIN).

If your PIN is disclosed to any person, you must change it immediately.

Please advise the Bank if you do not wish to use the functions accessed by a PIN.

3.2 SERVICES

Your Card allows you to access electronically ABA accounts nominated by you, including your ABA Credit Card account(s), through:

- ABA Cards and the ATMs of selected banks both locally and internationally
- Selected ATMs overseas which display the Visa and/or MasterCard;
- POS (Point of Sales) Terminal of ABA; and
- Selected overseas merchants with POS Terminal, which display the Visa and/or MasterCard logos

The Bank may add to, restrict or change the way in which electronic transactions can be made.

The Bank is not liable if:

- A merchant does not accept your Card or allow you to use POS terminal operated by that merchant; or
- A merchant does not allow you to withdraw the amount of cash from POS terminal; or

- You are dissatisfied with any goods or service or have purchase using your card.

Access to any POS terminal both locally and overseas is determined solely by the merchant who operates it.

The Bank cannot stop an electronic transaction that has been made using your Card.

You cannot reverse a transaction made using your Card. In certain circumstances, merchants may be able to credit your current, savings, or credit account if they choose to do so.

3.3 USING ATMS

The maximum amount of money you can withdraw from an ATM depending on your chosen card products can be from \$1,000 per day and/or upper (24-hour period from midnight to midnight Cambodian time). ABA reserves the right to modify/ alter the daily limits for ATM and POS transactions. You will be advised when changes have been made.

If you make a transaction through an ATM before midnight, that transaction may be processed on that day, or on the following business day, whether or not your branch of the Bank is open for business on that day.

You may be charge a fee for the use of your Card in a non-ABA Bank POS or ATM. This fee is detailed in the 'Service charges' brochure, specific terms and conditions of product/ service and /or website.

3.4 USING POS TERMINAL

The maximum amount of money you can access through POS for purchase transaction, depending on your chosen card products, can be from \$1,000 per day and/or upper (24-hour period from midnight Cambodian time). ABA reserves the right to modify/ alter the daily limits for POS transactions. You will be advised changes have been made.

The amount you are able to withdraw through POS may be limited at the discretion of the merchant operating the POS terminal.

Display of the POS sign in Cambodia or the Visa/ MasterCard logo overseas on any premises is not to be taken as a warranty by the Bank, or any merchant carrying on business in those premises, that you can purchase, all goods and services available at those premises with your Card.

3.5 USE OF YOUR CARD OVERSEAS

The use of your Card outside Cambodia is subject to any exchange control requirements of the Reserved Bank for any purchases whether or not the Cambodia Customs Service allows the goods purchased to be brought to the country.

The amount of any Card transaction made outside Cambodia will be converted to the United States Dollar equivalent. The amount of the Card transaction debited from your Savings, Current, or ABA Credit Card account after the amount has been converted to the US Dollar currency equivalent. A currency conversion fee will be charged and added to the cost of your transaction.

Use of some overseas ATMs displaying the Visa or MasterCard logo may involve a surcharge when you use them.

You will be charged transaction fees for use of your Card overseas. These fees and charges are detailed in the 'Service charges' brochure available from any branch of the Bank or website.

3.6 SUPPLEMENTARY CARD

If you require an additional Card for someone else's use, you may apply to the Bank to issue supplementary card to a person nominated by you through a formal request. That person must be appointed as an agent/ supplementary on your account and must be able to sign independently.

An agent/ supplementary card may be used to access your accounts, and is subject to these conditions.

As the account holder(s) you will be responsible the use of any agent/ supplementary card as if you had used it personally and for any breach of those conditions by the person nominated by you.

To cancel the authority of any agent/ supplementary on your account to whom an agent supplementary card has been issued you must, in addition to notify the Bank of the cancellation, specifically request the Bank to cancel the agent supplementary card, and return it to the Bank. The agent/ supplementary card will be cancelled when the Bank receives it.

3.7 LOST OR STOLEN CARDS OR DISCLOSED PIN

If your Card may have been lost or stolen or your PIN disclosed, you must immediately notify the Bank by:

- Calling to ABA Call Center on (855)98203111 (a 24-hour, seven days a week service) or
- Contacting any branch of the Bank.

After you have notified the Bank of the loss or disclosure, please call in person at the branch of the Bank nearest to you to confirm the loss or disclosure.

You must also confirm the details of the loss or disclosure in writing to the Bank within 7 days by visiting a branch nearest to you and fill in an application.

For security reasons, the Bank is not able to replace a Card if it is lost, stolen, or damaged while you are overseas.

3.8 CUSTOMER LIABILITY

You are not liable for loss caused by:

- Fraudulent or negligent conduct by employees or agents of the Bank or parties involved in the provision of electronic banking services;

- Faults that occur in the machines, cards or systems used, unless the faults are obvious or advised by message or notice on display;
- Unauthorized transactions occurring before you received your Card, in which case, if there is a dispute, the Bank will not rely only on the proof showing that that the Card was received; and
- Any other unauthorized transactions where it is clear that you could not have contributed to the loss.

You are liable for all losses you have acted fraudulently, either alone or together with any other person.

You may be liable for all losses from unauthorized transactions if you have contributed to or caused that loss by, for example:

- Selecting unsuitable PINs, Failing to reasonably safeguard your Card,
- Keeping a written record of a PIN,
- Parting with your Card and/or disclosing any PIN to any other person,
- Failing to take all reasonable steps to prevent disclosure to any other person when keying in a PIN,
- Unreasonably delaying notification to the Bank of the loss or theft of your Card, or of the actual or possible disclosure of a PIN to any other person

If you have promptly reported the loss or theft of your Card, or the actual or possible disclosure of a PIN, you are not liable for loss occurring after notification, unless you have acted fraudulently or negligently.

The Bank will not get involved in any dispute between you and any person you pay, or try to pay, through Internet Banking.

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 charge legal fees and the Bank is authorized to debit the customer's account accordingly.