GENERAL TERMS AND CONDITIONS

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INTRODUCTION

These General Terms and Conditions ("GTC") are part of the agreement governing the use of the Bank's products and services, including accounts. The GTC applies when you accept to use the Bank's products and services by signing the forms or by giving your consent electronically.

The GTC does not represent all terms and conditions under which our banking products and services are provided. There could be additional terms such as specific product and service terms and conditions, or conditions implied by law, or any other terms and conditions agreed by you in writing or electronically. If there is any discrepancy between this GTCs, and the specific terms and conditions of any product or service, the specific terms and conditions for the specific product or service will prevail.

This booklet sets out the terms and conditions of your account and forms part of your contract with us. You are deemed to have agreed to be bound with these terms and conditions, on the earlier of when you first use your account or when you otherwise agree to these terms and conditions. We encourage you to read this document carefully or to seek legal advice when you apply to open an account with us or intend to make any transaction.

1. DEFINITIONS

'ABA' or 'the Bank'	Refers to Advanced Bank of Asia Limited
'Account'	means any bank account opened at the Bank.
'Account holder'	means the person(s) in whose name an account is conducted and who is responsible for all transactions on the account.
'Authorized signatory'	means the third party who is authorized to operate on the account.
'Available balance'	means the total balance in your account less any unsettled transactions plus any credit limit you may have on your account for accounts with overdraft arrangement.
'Business day'	means any weekday when we are open for business rather than a public holiday. Saturday and Sunday are not classified as business days even though some branches may be open for business.
'Code'	means a PIN, ABA Online Banking access code, Online Banking password or any similar information which may be required in order to make electronic funds transfer transactions to or from accounts, and which the user is required to keep secret.
'Customer'	Include ABA account holders and non-ABA account holders, who acquire one-off service of ABA. All customers are subject to different forms of due diligence
'Electronic equipment' or 'Electronic terminal'	means electronic machines (e.g. ATMs, cash deposit machines, POS terminals and terminals located at counters in branches), computers, telephones and other electronic appliances necessary to conduct banking operations.
'You', 'your', 'yours'	Refers to accountholder or authorized signatory
'We', 'us', 'our', 'ours'	Refers to Advanced Bank of Asia Limited
'Operate'	Is defined as the followings (including, but not limited by): ▪ To draw, sign and endorse checks or instruments for payment. ▪ To pay cash, checks, notes, drafts, orders and all other instruments. ▪ To open and close accounts. ▪ To apply for and receive discounts, loans, overdrafts, trade finance instruments, or other facilities with or without collateral. ▪ To pledge and deposit any collateral for the repayment of indebtedness. ▪ To receive statements and/or communication of any kind. ▪ To give instructions whether by mail, e-mail, telephone, facsimile or otherwise and/or enter into contracts and agreements.
Person	Refers to individual/natural person or legal entity
Value Date	Refers to the date when a value of a transaction becomes effective. A value date may differ from the transaction date.



ALL ABOUT ACCOUNTS

2. ACCOUNT MANAGEMENT

2.1. Opening of account

Depending on the account type, you can request to open it online, or at a branch, or based on appointment with the bank staff. To open a new account you will need to:

- Meet certain eligibility criteria and be able to prove your eligibility, if required; and
- Supply certain documents and information to us, including your name, date of birth, address, telephone number, occupation.

Under the National Bank of Cambodia's Law on Anti-Money Laundering and Combating the Financing of Terrorism, the Bank is required to identify the account owner (along with any authorized signatories and related persons on the account). You can meet the identification requirements by providing original and valid identity documentation to us. If you or any of the signatories to an account is not identified in accordance with the applicable law, or you fail to satisfy any of our due diligence requirements, the Bank will be entitled to take any action permitted under Cambodian law, including closing your account. If you are an existing customer, you must have already fulfilled the identification requirement so you do not need to do it again unless you are required to do so.

In order to meet the Bank's regulatory and compliance obligations, the Bank must comply with any sanctions lists appropriate and applicable to Cambodia and any sanctions lists adopted by the Bank (collectively, the "Sanctions") when onboarding a customer. As such, you represent and warrant that you are not under any Sanctions ("Sanctioned Person") when you apply for an account or service and at all times you have maintained a banking relationship with us. If you are opening an account on behalf of a legal person (i.e., a company, branch, representative office, partnership, sole proprietorship, association, non-governmental organization, etc.), then you further represent and warrant that neither you, nor any of the legal person's subsidiaries, directors, officers or shareholders, nor, to the best of your knowledge, any of the legal person's affiliates, agents or employees, is a Sanctioned Person. If you or the legal person becomes sanctioned by any Sanctions, the Bank will suspend or close the account and terminate the banking relationship with you or the legal person. Where an account is suspended or closed, the Bank and its correspondents will not be liable for any loss you, the legal person, or any related person may suffer (including consequential losses) however caused.

2.1.1. Mandatory Khmer Riel Account Requirement

To support the use of Cambodia's national currency and ensure readiness for local transactions, the Bank requires all customers to open and maintain at least one Khmer Riel (KHR) account as part of the onboarding process.

This KHR account will be used for:

- Domestic payments and transfers
- Mobile banking activation
- Communication and regulatory purposes

The Bank reserves the right to:

- Automatically open a KHR account for customers who do not have one at the time of onboarding
- Suspend or restrict certain services if the customer fails to maintain an active KHR account
- Apply this requirement to both individual and business customers, unless otherwise exempted by written agreement

2.2. Ownership of Account

You agree that when you open an account, the titling of the account (i.e., the ownership over the account) is proper and that the Bank has no responsibility to inform you as to how the titling may affect your legal interests (e.g., in case of a joint account, assets will be jointly owned by each person listed on the account). If you have any questions as to your legal rights and obligation for any of your accounts, you should consult with your own attorney or advisor. Certain regulations require that you provide us with information concerning any beneficial owners and related persons for the account at the account opening. You may also be asked to provide such information at other times upon request

of the Bank. If at any time we determine that the beneficial ownership or related person information you provided to us was false, incorrect, or of concern to the Bank, or if you refuse to provide us with the information when requested, we may close or freeze any or all of your accounts, and take any other actions permitted under the Cambodian law.

2.2.1. Individual account

Any account may be owned by a holder individually subject to the terms of the GTC, and applicable law.

2.2.2. Joint/authorized accounts

If the option is available on the account, you may open an account jointly with your partner, family member, or a group of people. The balance of a joint/authorized account is held jointly by all account holders. This means that each account holder has the right to withdraw all available funds in the account based on the mandate. The account holder must sign a mandate telling us how the account can be operated. For joint accounts, the authorized mandate of operations can be:

- Singly – where any signatory can act individually; or
- Jointly – where two or more signatories must act together; or
- Any X of Z – where at least X number of signatories of total Z signatories must act together.

The Bank does not accept any other forms of mandate beyond the above-mentioned unless otherwise agreed in writing by the Bank.

For authorized accounts, the mandate must always be singly – where any signatories can act individually.

The joint account holders can change the mandate at any time by signing a new account mandate together.

Regardless of any mandate to operate, any party to a joint account can request us to operate the account only on the signature mentioned in the last mandate provided to us and which has come into effect. For any joint account opened on or after 1 February 2016, all account holders must sign on the application to revoke an existing mandate. Otherwise, joint account holders can request the Bank to close a joint account following a mandate that has been pre-set by arrangement of all account holders (for example, a mandate X of Z is to manage, operate and close account; thus, X number(s) of signatories can request Bank to close a joint account without a need to gather Z number(s) of signatories' signatures).

2.2.3. Account for minor

A minor is defined as a natural person under 18 years old. A minor can open a Bank account if accompanied by an adult. Bank offers various channels for the customers to open the minor account. The minor account will be opened as a Joint account between you and the minor unless it is stated otherwise in our specific terms.

The Bank allows you to open an account with the minor only if you can prove that you have a legitimate relationship with the minor. The relationship between you and the minor can be proven via some documents such as a birth certificate, passport of the minor (where the relationship between you and the minor is statedly clearly), family book, or residential book, or any other type of document which can be acceptable at the Bank's sole discretion.

Though a joint account, you are the sole owner of the account, which mean you are the only authorized person to operate and close the account.

When the minor is old enough, you may transfer the ownership of the account or allow the minor to operate the account at your own discretion by visiting the Bank to sign necessary forms; or granting your authorization via other Bank's channels, including electronic channels. Though the account at any one time is operated either by you or the minor or both, the liability of the account is joint and several unless you have completely transferred the ownership and removed yourself from the account.

2.2.4. Trustee account

By signing the account authority, you authorize the person(s) named on the authority acting within their legal capacity, to manage and operate the account in accordance with the signing instructions. Meanwhile, the authorized account is regarded as a trust account.

2.2.5. View or access account information

Although the account mandate is stated besides "anyone to sign", you, your partner, an authorized account holder, a joint holder, or a signatory is allowed to view or access the account information either via OTC or electronic channel since they are a party to the account. The Bank as a result, will charge your account if there is any request from any of the above persons to view or access the account information; for example, requesting for a balance confirmation.

2.3. Changes in circumstances

If your age is below the threshold, you are required to have a guardian to process a joint account with you. Regardless of being a party of a joint account, your financial activity is limited if you are a minor. We will continue to make restrictions on the accounts of the minors unless we are informed that you are no longer a minor or are emancipated under Cambodian Law and able to submit adequate evidence that shall satisfy our due diligence requirements.

In case a party to a joint account passes away, the surviving account holders will remain jointly and severally liable on the account accordingly.

The Bank might decide to stop certain products and services due to a change of circumstances (for example, market conditions, legal requirements). We will notify you at least 30 days prior to converting your account, and/or and products or services to another account, and/or product or service. If you do not agree to the conversion to the other account, and/or product or service, you must inform us 10 days prior to the conversion and notify us of your intention to close the account and/or terminate the product or service and notify us as to where to pay your remaining funds. If you do not provide us with notice, you will be deemed to have consented to the conversion of your account, and/or product or service with us.

2.4. Tax Identification Number

The Foreign Account Tax Compliance Act (FATCA) requires Financial Institutions (FIs) to report the US Tax Identification Number (TIN) for a US Person, who has established a relationship with a Financial Institution (FI). A natural person or legal person is classified as a US Person if any of the criterion below apply:

- A US citizen (including a dual citizen);
- A US resident alien for tax purposes;
- A US Green Cardholder;
- A US partnership;
- A US corporation;
- A US estate other than foreign estate; or
- Any trust if: (i) any court in the US is able to exercise primary supervision over the administration over the trust, and (ii) one or more US persons have authority to control all substantial decisions of the trust.

You understand that the Bank is required by law to provide adequate and complete reports to various government agencies and you undertake to notify the Bank within 30 days whenever there is a change of your circumstances so that any of the above criterion becomes applicable to you. You expressly consent to the Bank providing any information about you to any government agencies if required under Cambodian law or to comply with the Bank's FATCA obligations.

Further, you agree that your failure to provide a correct, complete, and accurate TIN, or your failure to satisfy the conditions below may result in classifying your status into a 'recalcitrant account holder':

- Fails to comply with reasonable request for information necessary to determine if the account is a US account, including self-certification of your tax status;
- Fails to provide the name, address and TIN of each US Person or owner of a US-owned legal entity or business;
- Fails to provide a waiver of any foreign law that would prevent a foreign financial institution from reporting the information required under FATCA.

Recalcitrant account holders will be reported to applicable government agencies as part of the FATCA reporting.

2.5. Understanding responsibilities of a joint/authorized account

It is important to understand your responsibilities prior to opening a joint account. You should know that:

- The liability of joint account holders on an account is joint and several so if one or more account holders overdraws the account (if allowed), each joint account holder may be liable for payment of all or any part of the amount overdrawn;
- Individual and joint liability for indebtedness may arise if a subsequent disagreement occurs between you and the other joint account holder(s). In the event of such a disagreement, you should give immediate notice to the Bank and seek independent legal advice;
- The Bank may continue paying the interest of the joint/authorized account based on account type, 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 holder or at the Bank's own discretion, pending resolution of any dispute;
- In the event of death of any of the joint/authorized account holder, the Bank will pay the other joint/authorized account holder(s) ("survivors") all moneys and other properties whatsoever standing to the credit of the joint/authorized account;
- If a joint account holder gives notice to the Bank to withdraw signatories from the joint account, the account will be stopped by the Bank but the joint and several liabilities of the accountholders for any outstanding debt will continue until repayment is made fully to the joint account;
- If jointly owned assets are provided as security for borrowing, you should seek independent legal advice about your liability for debts incurred now and in the future. Such an arrangement can be done only to any parties of such a joint account;
- For Online Banking access, you can view the account you have with joint account holders when mandate is not 'Singly'. In contrast, you can have same level of online access authority when the mandate is chosen as 'Singly';
- We may accept a check into a joint account which is payable to any one or more named account holders;
- Unless you have specified that two or more 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 instruction of one account holder to close the account even if that account holder has authority to instruct the Bank;
- Whenever you want to amend/alter the operations of your joint accounts, joint account holders are required to physically present at the Bank to execute the applicable forms;
- The Bank may require time to verify and execute the request as per the Bank's internal procedures. The Bank may decide to block the operations of joint account for the interest of all account holders; or the Bank may decide to stop the operations temporarily during the execution of a request. The Bank shall NOT be liable for such potential damages and legal consequence as result of protecting the rest of joint account holders.

2.6. Your 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) in the event you breach any duty or obligation under Cambodian law.

3. USING YOUR ACCOUNT

There are many ways to access your account and to make deposit and withdrawal. However, not all options described in this section are available on your account. Your account also allows direct crediting, which means you can arrange for a deposit to be automatically paid into your account.

3.1. Online Banking Services

These include:

- ABA Mobile Application ("ABA Mobile");
- Automatic Teller Machine ("ATM");
- Cash Recycling Machine ("CRM");
- Cash-in Machine ("CIM");
- Check Deposit Machine ("CDM").

With these services, and depending on the features of your account, you can:

- See all your accounts on one screen;
- Transfer funds between your eligible accounts;
- Transfer funds between person's account with ABA;
- Transfer funds between account and wallet held at another financial institution that we have bilateral agreement to work with;
- Pay bills;
- Open additional accounts – available for only ABA Mobile;
- Transfer funds to ATM (for example, Ecash service);
- Issue Virtual Card;
- Block card;
- Set up card limit;
- Activate card;
- Schedule future payment/standing order;
- Make payment using QR code function namely as ABA Pay;
- Deposit money;
- Withdraw money;
- Find currency exchange rate;
- Find ABA Pay places (discount merchants);
- Find us on map for ATM, branch, and Cash-in Kiosk network;
- Update your details (for example, picture of your profile);
- Change your PIN;
- Communicate your value feedback with us.

3.1.1. ABA Mobile

With this service, you can conveniently get access to your funds around the clock for most of the standard features mentioned in section 3.1. You can self-subscribe to this service using your account or card number provided by the Bank. If you have only a joint account linked to your profile, you cannot use your joint account to self-activate ABA Mobile regardless of the mandate. However, if you self-active your ABA Mobile service using a single account, any joint account(s) linked to your profile will be shown in your ABA Mobile; access to such a joint account is based on the joint account mandate (for example, if mandate is 'singly', you can view and debit funds from such a joint account; otherwise, view only access is the default setting).

You are required to use any of the telephone numbers you registered with the Bank during the account opening process. If the Bank learns that your telephone number(s) has been deactivated or assigned to another subscriber/user by the telecommunication operator, the Bank will automatically update its record in its database if you fail to notify the Bank, as applicable law requires the Bank to keep each customer's profile up to date. The Bank may have verified that you are not in the possession of the telephone number you initially gave the Bank as part of the account opening process as the telephone number is now being claimed by a new subscriber/user. In such a case, you agree to indemnify the Bank against all types of losses if the Bank removes this telephone number from your profile maintained with the Bank as a result of your failure to notify the Bank of your current telephone number in a timely manner.

The Bank uses different means to secure your OTP (One-Time Password) delivery to activate your ABA Mobile profile. It is your obligation to make the OTP secret, and invisible to others and not to share the OTP and/or your ABA Mobile access credentials with another person, including Bank staff.

3.1.2. Internet Banking Service

With this service, you can conveniently access your funds around the clock for most of the standard features mentioned in section 3.1. You will need to provide correct, complete, and accurate information on your email address and telephone number to receive OTP whenever you login. You are required to use any of the telephone numbers you registered with the Bank during the account opening process. If the Bank learns that your telephone number(s) has been deactivated or assigned to another subscriber/user by the telecommunication operator, the Bank will automatically update its record in its database if you fail to notify the Bank, as applicable law requires the Bank to keep each customer's profile up to date. As part of the Bank's customer due diligence obligations, the Bank may have verified that you are not in the possession of the telephone number you initially gave the Bank as part of the account opening process as the telephone number is now being claimed by a new subscriber/user. In such a case, you agree to indemnify the Bank against all types of losses if the Bank removes the telephone number from your profile maintained with the Bank as a result of your failure to notify the Bank of your current telephone number in a timely manner.

3.2. Getting started

3.2.1. Transaction Participants

The Bank defines procedures and limits as allowed by applicable law to identify and verify transaction details and participants. Transaction participants can be the account holder, an authorized person or a non-ABA account holder. Any participant besides an ABA account holder must disclose information required by the Bank to identify the participant and the nature of the request to be processed through the Bank's core banking system. Failure to disclose information required for each due diligence may result in the Bank's refusal to process the transaction as well as a review of the relationship with you as allowed by the Bank's terms and conditions and pursuant to applicable law.

3.2.2. ATM (Automatic Teller Machine)

The maximum amount of money you can withdraw from an ATM depends on your chosen card product and the maximum amount can be up to $1,000 per day (24-hour period). The Bank reserves the right to modify/alter the daily limits for ATM and POS transactions without prior notice to the extent permitted under Cambodian law. You will be advised when changes have been made through different communication channels.

If you make a transaction through an ATM before End of Day (EOD) of the Bank, that transaction may be processed on that day, or on the following business day, whether or not the branch of the Bank is open for business on that day. The Bank usually processes transactions received towards the EOD each evening.

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

You will need a card linked to your account to use ATM features. You can also use Ecash service to withdraw funds from an account. You can deposit cash into an account using your account number or the 16-digit card number. The Bank provides 2 types of ATM features: (i) cash withdrawal only and (ii) a recycling ATM whereby you can withdraw and/or deposit cash.

What you can do:

What you can do at ABA ATMs	What you can do at ATM with RIEL trademark	Non-ABA branded ATMs
▪ Withdraw cash and pay no ATM operator fee; ▪ Withdraw cash without your card using Ecash; ▪ Deposit cash (certain ATM locations); ▪ Get account balances and balance summaries; ▪ Change your PIN (if you know your existing PIN); ▪ Activate Debit or Credit card; ▪ Obtain a mini statement.	▪ Withdraw cash using ABA's Cards for a small fee; ▪ Get account balances and pay a very minimal fee; ▪ Obtain a mini statement.	▪ Access to your accounts is also available through non-ABA branded ATMs (including overseas bank ATMs via the Mastercard/ Cirrus®, Visa, UPI ATM network) which allow you to obtain account balances or withdraw funds; ▪ Please note that daily cash withdrawal limits may apply at non-ABA ATMs. Other restrictions may also apply; ▪ Non-ABA branded ATMs may apply an ATM operator fee by the ATM owner.

3.2.3. Rules about deposit made through a ABA-branded ATM and Cash-in Machine ("CIM")

If you make a deposit at a ABA-branded ATM, the amount of your deposit may be recorded on your account; however, the deposit still is subject to verification by us. The amount validated by the ATM/us will be conclusively credited to your account. When depositing into a ABA-branded ATM located at a branch:

- Cash deposits are credited to your account on that day;
- ATM deposits are validated on the upcoming business day for the branch. If there is a difference between the amount of the deposit and the amount printed on the deposit slip or entered at the ATM, we will notify you as soon as possible of the actual amount that will be credited to your account as a final amount;
- The Bank may impose maximum single and daily limits for cash deposits via ATM and CIM. Please consult with our Advisors and Agents for support.

Please be aware that deposits may take longer to be processed if the ABA-branded ATM is not located at a branch. If you make a deposit at an ABA-branded Cash-in Machine (CIM) the amount of your deposit is subject to verification by us. The amount validated by the CIM/us is the amount that will be credited to your account. When depositing cash into a CIM, deposits are credited to your account on the day the deposit is made, subject to being verified.

3.2.4. Replenishment of your bank account via Cash-in Service ("CiS")

ABA provides different methods of cash-in (bank account replenishment) services such as in-branch deposit and Cash-in Machine. Besides these facilities, the Bank has also extended the cash-in service through partnerships with various leading Payment Service Providers (PSP). Deposits to your account via this service are subject to certain fees and charges and are also reviewed by the Bank as required by applicable law. The Bank may refuse to process any transaction if the Bank has reasonable grounds to believe that the transaction is not consistent with the profile of the account holder, or as otherwise required under applicable law.

3.2.5. Branch

Our branch staff are available to talk to you in person about products and services and show you how to use services you may not be familiar with, such as Online Banking service.

Our branch staff can:

- Assist you to make deposits, withdrawals, and transfers to ABA account;
- Assist you to make a transfer locally and internationally;
- Help you purchase a check facility, including a banker check;
- Book appointment with specialists, for example a Micro Loan Officer, SME Loan Officer or Relationship Manager;
- Answer general enquiries you have about your account;
- Address any areas of dissatisfaction and refer you to appropriate persons at the Bank.

The Bank may impose different limits for transaction-related matters for single and daily limits, and different limits at different branches. You are advised to consult with our staff, contact our agent and/or visit our website for more information.

The Bank also provides 3 types of banking hours

(i) Monday-Friday from 8:00 AM to 4:00 PM;

(ii) Monday-Friday 8:00 AM to 4:00 PM and Saturday 8:00 AM to 11:00 AM;

(iii) Monday-Sunday from 8:00 AM to 8:00 PM.

These hours are made in response to demand for banking services and it is at Bank's sole discretion for review and change without prior notice.

Not all services (for example, loan disbursement) are available for Saturday and Sunday operations. The Bank may close its operations for all branches regardless of banking service hours in compliance with applicable law and/or if circumstance require such closure. The Bank will provide notice accordingly.

3.2.6. ABA Online Banking Service

You are advised to carefully review the General Terms and Condition for Online Banking Service together with this GTC. Whenever you subscribe to an Online Banking Service, you must review and agree with the specific terms and conditions for that specific product or service.

Depending on the features of the account you have, you can use self-service Online Banking services. You are advised to review section 3.1 for detailed features and how to get started for using such service.

3.2.7. POS (Point of Sale)

The maximum amount of money you can access through POS for purchase transactions will depend on your chosen card products, and can be, for example, $1,000 per day (a consecutive 24-hour period). ABA reserves the right to modify/alter the daily limits for POS transactions. You will be advised of the changes made through different communication channels.

The amount you can withdraw through POS may be limited at the discretion of the merchant (if allowed by the Bank) operating the POS terminal.

The display of the POS acceptance signage in Cambodia or the Visa, Mastercard, UPI logos overseas on any premise 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.

What you can do at POS terminal, if your account has a Card

- Make purchases without cash at most retail or service outlets;
- Withdraw cash (if allowed) at the same time from your Savings or any type of account where card is linked to it (except Fixed Deposit) from some retail or service outlets;
- Get a printed receipt;
- Use your compatible device to make a payment with ABA Mobile.

POS refers to a transaction initiated on both POS device and other forms of POS-nature transactions, such as QR-based forms.

3.2.8. Domestic transfer

The Bank provides different forms of domestic transfer services, including interbank transfer, Fast Payment, Bakong, between Account and Wallet (via bilateral agreement), amongst other services, which can be used for both local and international transfers. Domestic transfers are subject to fees and charges and will be reviewed by the Bank as required by applicable law.

The Bank may refuse to process any transaction at any stage without a need to notify the receiver of the payment in advance as allowed by applicable law and/or when the Bank has reasonable grounds to be believe that the transaction was not conducted in a consistent manner with the profile of the account holder. If the Bank decides to refuse any domestic transfer at any stage, the Bank will give the sender a reason of refusal, unless otherwise required under applicable law.

The Bank may impose different single and daily limits on different types of domestic transfers. You can find limits in the channel when you initiate a transaction and/or consult with our advisor or agent at the Contact Centre.

3.2.9. International transfer

The Bank provides different forms of international transfer services namely SWIFT, DBP Mobile Transfer, MoneyGram, Ria Money Transfer, Ripple, API amongst others. Access to international transfer services is available both for online banking channels and at in-branch counters. Certain international transfer services are not available for in-branch counters unless the customer becomes ABA account holder.

The Bank may introduce different single and daily limits by channels for better management of risk associated with this transaction type. You are advised to disclose and complete requested information in a complete, correct, and accurate manner. The Bank may refuse to process any transaction at any stage of the transaction without a need to notify the receiver of the payment as allowed by applicable law and/or when the Bank has reasonable grounds to be believe that the transaction is not conducted in a consistent manner with the profile of the account holder. If the Bank decides to refuse any international transfer at any stage, the Bank will give the sender a reason of refusal, unless otherwise required under Cambodian law.

3.2.10. Check

A check provides a convenient way of paying a bill or receiving a payment. Check withdrawals are only valid if your account allows check access.

3.2.10.1. Depositing a check

Any check, electronic deposit or other documents, which are lodged for deposit to your account 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 a withdrawal 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 all or a portion of the deposit does not clear, some or all of the items that make up that deposit may be Dishonoured. Your account will be debited by the amount of the Dishonoured transactions.

There are several ways you can deposit a check, including:

- Visiting any ABA branch;
- Using ABA digital Check Deposit Machine.

3.2.10.2. Writing check

- Check books are only available if your account allows check access. More information about checks is available in the 'Using checks' section of this GTC;
- Banker's check can be purchased at any branch or ordered via different means (for example, ABA Online Banking service). When in a branch, you can pay for the banker's check by debiting funds from your account. Fees for banker's check ordered through Online Banking will be debited from your account along with the value of the banker's check.

When filling out a check, use ink or ballpoint pen to prevent alteration. Always write your check 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. Remember to date the check. If you write checks made out to cash, do not sign them until you are ready to cash your check. You should never pre-sign a blank check.

3.2.11. Unarranged overdraft

If your account is overdrawn or you exceed an agreed borrowing limit (if allowed), the Bank may charge interest upon the amount by which the account is overdrawn, or the limit exceeded at the Bank's defined rate, plus a penalty margin. In addition, you will be charged an unarranged overdraft fee.

The decision to honor any transaction where there are insufficiently cleared funds available or where an agreed borrowing limit is exceeded on temporary and permanent basis, is made entirely at the Bank's sole discretion. Deposit accounts should not be overdrawn unless you have made prior arrangement with us such as through an overdraft.

You should not make a withdrawal or payment transaction which:

- Takes your account into negative/debit balance (or further into negative/debit balance) when no formal overdraft arrangement exists;
- Means you will incur fees which will take your account into negative/debit balance (or fees and/or interest charges which will take your account further into negative/debit balance) when no formal overdraft arrangement exists;
- Overdraws (or further overdraws) your account beyond the agreed overdraft limit when formal overdraft arrangement does exist;
- Draws against uncleared funds. While we are under no obligation to do so on any particular occasion, we may permit you to overdraw your account as described above. This may be, for example, by honoring a check or paying transaction made using other channels, such as Debit Mastercard, Visa, and UnionPay International ("UPI") Card, periodical payment, direct debit, or by making a withdrawal or payment transaction through an ATM or other electronic transaction channel.

3.2.12. Deposit in foreign currencies

An account is a United State Dollar ("USD") account. If we receive an amount or item in a foreign currency for deposit to your account (including a telegraphic transfer or check drawn in foreign currency) we will convert the foreign currency amount into USD using the retail exchange rate that we make available for the foreign currency on that day. Visit any branch for more information about exchange rates that we offer.

3.2.13. Deposit to your account for a particular purpose

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

3.2.14. Deposit made in error by ABA to your account

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

3.2.15. Automatic Payment

To set up an automatic payment you may visit any ABA branch or self-activate in ABA's Online Banking services.

If the instruction you give the Bank is for an automatic payment for a business purpose, the Bank accepts the instruction without any liability for any refusal or omission to make all or any of the automatic payments, or any liability for any late payment or for any omission to follow such instructions.

The Bank will use reasonable care and skill to give effect to the instruction you give to bank 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 of any information about an automatic payment shown on your bank statement that 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 payment will be subject to clearance against available funds and may be honored, rejected 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 (and upon the Bank being 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.

3.2.16. Dormant account

If your account does not have any activity for 12 months or more from the last transaction date (excluding system transactions), your account will be classified as a Dormant Account and the Bank can do any of the following:

- We will not allow any withdrawal from the account unless its status is changed from the status of 'dormant' to 'active'. The account holder shall visit a Bank branch or use other available channels before the status is changed.
- We can close your account automatically without prior notice if you have a balance of zero.

Prior to subscribing to an ABA account and service, you are advised by us, and you acknowledge that the account must be active, used for the declared purpose, and conducted in a satisfactory manner. An inoperative account will be classified as 'dormant'. The Bank will also be entitled to restrict access on your account, and take other actions permitted under Cambodian law, until your account status is re-classified as 'active'. Thus, you acknowledge and agree that it is your obligation to keep account 'active' and without the need to be reminded by the Bank that your account could be classified as dormant if you fail to use it. The Bank may, but is not obliged to do so, reach out to you to inform you of possible charges to be applied when the account becomes dormant by any means allowed by the Bank's terms and conditions. You are advised and highly recommended to re-activate the account before a fee and charge is applied as well as other restrictions being imposed.

3.2.17. Reactivation of a dormant account

Bank allows reactivation of a dormant account after we have verified that you are an account holder or a signatory of the dormant account.

The Bank offers various channels that you may use to reactivate your dormant account i.e. you may make a request by filling up a form to change your account status from Dormant to Active or make a cash withdrawal from your account at one of our branches nearest to you. Alternatively, you may reactivate your account via our electronic channels by performing a debit transfer from the dormant account itself.

3.2.18. Unclaimed money in dormant account

If you have not made any transaction on your dormant account for 10 (ten) years, we may close your account, and transfer any prescribed money in your account to the National Bank of Cambodia ("NBC") or government agencies as required by applicable law without any further notice to you for administration. We may, but are not obliged to do so, notify you before we close your dormant account, but there may be circumstances where we are not able to (such as where our records of your address or contact details are out of date). You can visit any branch to find out how to recover unclaimed money (although it may take times to recover money that has been transferred to the government).

3.2.19. Suspension, close or combining of accounts

You may at any time request the Bank to close your account. The Bank will require you to be present in person to request a closure of your account. You are advised to close your account only at the home branch where you opened the account. However, the Bank may exercise its discretion to allow you to close your account at a different bank branch depending on the type of account you opened and your instruction to release the funds during the account closure process.

If the Bank considers that any of your accounts are not being conducted in a satisfactory manner, it may suspend the operations or close any/all of your accounts. 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 only after having given reasonable notice to you and setting out the details of the account(s) to be closed.

The Bank may at any time, and without notice to you, apply the whole or any part of any credit balance on any of your accounts 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 due. 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 operations of any account or close any of your accounts without prior notice to you if (and this list is not exhaustive):

- You conduct your account in an unsatisfactory manner (i.e., dishonoring checks, account is used in dealing with prohibited activities);
- The Bank is complying with a court order;
- You have acted unlawfully;
- You have breached the terms and condition for any account or product or service;
- 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.

3.2.20. Closing your accounts

- You or any other authorized person, based on the account mandate instruction given by you during the account opening, can close your account any time via the Bank channels.
- On rare occasions, we may exercise our discretion to close account or refuse to accept further deposits or allow further withdrawals due to unsatisfactory conduct or for any other reason we deem appropriate, such as:
  - Where your account is designed for domestic or personal use by you as a personal customer and is being used for other purposes; or
  - Where you hold an account that has been designed to promote your interests as an account holder who is under the age of majority, namely a minor, and in our reasonable opinion, the account is being used for purposes that do not benefit you or are not in your interests as an account holder who is under 18 years of age. We will notify you or the signatory/signatories) before we close the account.

3.2.21. Things to remember when closing your account

When you close your account, you must provide to us any:

- Card that operates the account (including any card issued to an additional cardholder);
- Unused checks;
- Passbook.

An account with check access may only be closed once all outstanding checks written on the account have been presented and/or closed. We reserve the right to return any checks presented for payment after the account has been closed as permitted by applicable law.

4. UNDERSTANDING DEBIT CARDS

4.1. Authorizing someone else to use your account

A separate authority must be given by you to authorize another person to access your account via card and this authority is separate from that to authorize another person to operate an account via the branch (which is set out below). Refer to card terms and conditions for further information on authorizing someone else to access your account via card as an authorized card user. For a joint account, each joint account holder must sign the authority. The Notice of Authority form is available in branch and on ababank.com.

Liability after cancellation	▪ Any account holder or the authorized signatory can cancel the authority to operate at any time, subject to the terms and conditions of the account, except where there is a single authorized signatory on an account held by a minor.
	▪ However, you will be liable for:
	  ▪ Any transactions made (including if they have been made by a third party) prior to the authority being cancelled even if they have not been debited to the account (including any associated fees and charges); and
	  ▪ Any future dated payments, checks, authority debit, periodic payments, bill payments, drafts, bills of exchange, or promissory notes established by the authorized signatory prior to the cancellation of the authority to the extent these payment types are allowed on your account.

Authority relating to Debit Card	▪ We may have issued an additional debit card to any person nominated by you, provided that each person is a major (independent bylaw) and subject to the Bank's review authority. ▪ You are responsible to the Bank for the use by a third-party cardholder of their debit card.

Authorized signatory authority	▪ An authorized signatory will not be able to add or delete any other third party on the account to which they have access.
	▪ In addition to an authorized signatory's other authorities, the authorized signatory will be able to do the following, only where the account holder is underage of 18:
	  ▪ Alter the account holder's details on the account.
	  ▪ On rare occasions, acting reasonably, we may remove the authority to operate of anyone authorized to operate your account due to unsatisfactory conduct or for any other reason we deem appropriate, such as if we believe allowing the authority to remain on your account may cause loss to you or us.

Disputes	If we are notified of a dispute about a notice of authority, or the owner or owners of an account, we may refuse to allow operations on your account until all parties concerned have signed any authority we require.

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

A supplementary card may be used to access your accounts and is subject to these conditions. As the account holder, 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 person 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.

4.2. Rules about your debit card

These conditions apply to the use of the Bank's debit card issued for accessing your account. By using your card for an electronic transaction, you agree to be bound by these conditions in addition to specific terms and condition set out in card term and conditions.

4.2.1. Collection of your Debit Card

You agree that you will come to collect the card requested by you personally at the branch where you applied for the card or at another branch where you have agreed or have made such arrangement during the time of card application. In case, you wish that the card should be delivered to you at your address or another place determined by you, you agree that the Bank can deliver such card to you via service provider appointed by the Bank and you agree that the Bank can disclose certain Personal Information of yours to the service provider for the purpose of arranging delivery. You agree to indemnify the Bank against all loses and claims as a result of your consent to the Bank to exchange information with the service provider to deliver the card to you personally.

You further agree that if the card has been issued and is not collected by you after 60 days from date of issuance, the Bank has the right to cancel the card without refunding any of card issuance fee or card annual fee to you and you further agree that you will need to pay for the card reissuance fee again if you wish to re-apply for the debit card.

4.2.2. Activation of your debit card

You understand that the card cannot be used if it is not activated. Therefore, you agree to activate your card immediately through an ATM or ABA Mobile once you have the card in your procession and you will change your PIN immediately.

You understand that during activation over an ATM or ABA Mobile, a PIN code will be sent to your phone number registered with the Bank and therefore, you agree to ensure that your phone is working properly during the activation process.

You understand that the PIN sent to you never expires and is always the same regardless how many PINs you have requested; therefore, you acknowledge and agree that you will change the PIN immediately once you collected the card. Failing to do so, you agree to indemnify the Banks against any/all kinds of losses resulting from your negligence.

The Bank may introduce other online channels for card activation, and if it does, the Bank will notify you.

4.2.3. Protecting your debit card and PIN

When you receive your card, you must immediately sign the back of it with your usual signature printed on the Account 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, through ABA Mobile, or at a Bank branch. Your PIN gives you access to your nominated account 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 members or those in apparent authority, including the 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 function accessed by a PIN.

4.2.4. Card validity and expiry

Cards should only be used within the 'valid from' and 'valid thru' dates. As soon as a card expires, ensure that you destroy it by cutting it into several pieces and disposing of them securely.

4.2.5. Card transaction limit

The Bank may impose single and daily limit to control your card usage for better management of risks associated with card usage. Different types of debit cards have different limit privileges. Please consult with our advisors, support agent and/or visit our website for details.

The Bank may review limit from time to time as allowed by specific terms and condition. You will be advised through different means as allowed by this GTC when we make changes.

4.3. Services

Your debit cards allow you to access electronically the ABA account nominated by you through:

- The ATM of selected banks locally and internationally;
- Selected ATMs overseas which display the Visa or Mastercard, UPI logo, whereby such a logo is matched with the logo on your debit card;
- POS terminal of ABA;
- ECommerce merchants that display acceptance of Visa, UPI, or Mastercard logos matching to logo printed on your card;
- Selected overseas merchants with POS Terminals that display the Visa, UPI, 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 the 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 you have purchase using your card.

Access to any POS terminal locally and overseas is solely determined 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 card account if they choose to do so.

4.4. Lost or stolen card or disclosed PIN

If your card has been lost or stolen (or you think your card may have been lost or stolen) or your PIN has been disclosed, you must immediately notify the Bank by:

- Blocking your card by using the Online Banking services (ABA Mobile) or
- Calling to our Contact Center on Toll-free number 1800 203 203 or (855) 098 203 203 (a 24-hours, seven days a week service) or
- Contacting any branch.

If you notified the Bank by a method other than an in person visit, please visit 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 5 calendar days.

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

4.5. Use of your card at overseas

The use of your card outside of Cambodia is subject to any exchange control requirements of the country in which you are using the card. Use of your card overseas will not guarantee that the Cambodian customs authorities will allow the goods purchased to be brought into Cambodia. Please consult with the Cambodian customs authorities if you have any questions as to what products may be brought into Cambodia.

The amount of any card transaction made outside of Cambodia will be converted into the USD equivalent, and this USD equivalent amount will be blocked/debited from your Savings, Current, or credit card account. 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 of transaction fee 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 our website.

4.6. Your liability in using cards

You are not liable for loss caused by:

- Fraudulent or negligent conducted by employees of the Bank or parties involved in the provision of online 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 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 the internet.

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, such as legal fees, and the Bank is authorized to debit the customer's account accordingly.

5. YOUR STATEMENTS

5.1. What to do if you want to dispute a transaction?

If you need to dispute a transaction, you should do so in writing as soon possible and no later than 90 days after the value date of transaction posted in your statement. In some circumstances, card scheme rules allow us to charge a transaction on the account back to the merchant with whom you made the transaction. This is known as a chargeback. If it is available, we will claim a chargeback right for a transaction on your account if:

- You ask us to do so; and
- You give us the information and material we require to support a chargeback, within 30 days after the date of the statement on which the transaction is recorded.

Otherwise any chargeback right we have may be lost. The timeframe for disputing a transaction may not apply where the 3DS (3D Security) code applies. The ability to dispute a transaction may be lost if it is not reported to us within these timeframes.

5.2. Confirmation of transaction

When you use your ABA card (Visa, UPI and/or Mastercard issued by ABA) on POS terminal and/or eCommerce platform, the transaction receipt is printed. The transaction receipt will show the details of your transaction (i.e., amount, date, etc.). Please keep the printed receipt and check them against your account statement.

5.3. Statement

You should keep all vouchers, receipts, and transaction records given to you when using your card. You can use these to verify the transactions on your account.

Even if there are no transactions posted to your account in a statement period (which is issued at the end of each calendar month), a statement will always be issued regularly. You can choose to receive your statement more frequently by visiting a branch and/or downloading it from the ABA Online Banking service.

The Bank may, but is not obliged to do so, remind you of the availability of a paper statement or e-statement by sending you an SMS message to your registered phone number or an email notification. Such notification, if served, shall evidence that the Bank has made your accountant statement available to you.

To protect the funds in your bank account, you are informed of your responsibility to exercise ordinary care by verifying your account statement promptly whenever a new account statement is issued at the end of each month. It is your responsibility to verify your account statement promptly whenever a new account statement becomes available even if ABA does not send you a monthly reminder.

To facilitate the delivery of an account statement in an efficient manner, you are advised to subscribe for ABA Online Banking Service to download an e-statement at least once per month so that you can verify it on a monthly basis and at other times when you want to verify it.

5.4. Electronic statement (e-statement)

You understand and agree that by requesting electronic delivery, you will not receive statements in paper form. You agree that electronic delivery will satisfy the Bank's requirement to provide you a periodic statement of your account(s) activity. To receive an e-statement, you must download through ABA Mobile or Internet Banking service.

Otherwise, you shall subscribe through written request to get e-statement delivered to your email address. It is your responsibility to notify the Bank in writing any time you change your email address, or if you wish to remove any account from electronic delivery. For your protection and for security purposes, the Bank will not accept any change of email address via telephone or email.

Even though you have requested electronic delivery of your statements, you may obtain a paper copy of your account statement. You may receive a copy of your statement by contacting the Bank through different means and requesting a copy of your statement. The Bank may apply a service fee for printing your account statement.

The e-statement notification can be sent to only one e-mail address. For example, the notification cannot go to both account holders on a joint account. The bank shall have no obligation or liability to notify any other parties on an account, if the email address is changed using the procedure set forth above. You agree to protect the confidentiality of your account, account number, username and password. You agree that it is your responsibility to ensure that the e-statements are not intercepted or viewed by others and for ensuring that you have logged out when your session is complete to prevent unauthorized access to your account. It is your responsibility to contact us if you know or suspect unauthorized use of your access credentials.

We will supply you with account e-statement as often as you have requested ABA Online Banking. You can download and access to your statement up to 6 months.

5.5. Things to rememer about statement

Remember, statements are an important part of your banking and finances in general. Please be advised that:

- All entries on statements should be checked carefully and any apparent or possible unauthorized transaction promptly reported to us;
- All transactions will appear on the account statement; however, the statement narrative will not identify the initiator of the transaction;
- You should retain transaction records or transaction record numbers to confirm against items appearing on the statement of your account;
- Statements cannot be sent to a branch for collection, unless in exceptional circumstances; and
- The Bank will assist any claim you may need to make regarding any lack of authority, including forgery, or any other discrepancy; for examples, if there is any check noted on your statement which we have paid but you did not authorize, or if any other amount has been debited to your account without your authority.

5.6. Verification of statement

You must check your bank statement (paper or e-statement) for all accounts belonging to you as soon as you receive or get access to them, and no later than 30 days of the issuance date of the bank account statement, to ensure that the entries recorded on them are correct and that there are no incorrect, suspicious or unauthorized transactions because you are in the best position to detect any incorrect, suspicious or unauthorized transactions.

You must notify us in writing within 60 days (but no later than 90 days from the issuance date of the bank account statement) of becoming aware of any incorrect, suspicious or unauthorized transactions posted into your bank statement. Any failure to exercise ordinary care will constitute negligence and you will be liable for any damages or losses caused to the bank by your negligence and such negligence will preclude you from asserting against the Bank any unauthorized transaction on your account.

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

- You will be deemed to have accepted that the balance of the account(s) and all transactions recorded on the bank statements are lawful and correct;
- We have all a full defense against any action you take against the Bank for any claim of any nature, including any claims for breach of contract, negligence, wrongful debiting of funds, or 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.

5.7. Discrepancy, error, question or complaint

Please contact the branch closest to you, our Contact Centre (highly recommended channel), 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 question or complaint.

You will need to give the Bank:

- Your name;
- Your account number;
- Your card number (if applicable);
- Your phone verification code for verification over the phone (if applicable), and
- Any detail you can about the suspicious error or malfunction or the nature of your question, including the amount of money involved and transaction details.

The Bank will make every effort to answer/resolve your question, complaint, or dispute quickly and fairly. Where the Bank establishes that an error did occur, it will 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.

You acknowledge and agree that there might be possible circumstance whereby dissatisfaction or dispute would occur between parties (you and us) as a nature of service delivery in general. You are willing to cooperate with the Bank and to follow the Bank's procedures for complaint resolutions The Bank has established a dedicated unit for Complaint Resolution and you are advised to discuss with this dedicated unit when you are not satisfied with your first attempt to resolve the dispute.

If you remain unsatisfied after the Bank's dedicated unit for complaint resolution concludes your case, you can get further support from the National Bank of Cambodia pursuant to their dispute resolution mechanism. The Bank will use any evidence received or uncovered during the initial fact-finding process during the complaint resolution process with the National Bank of Cambodia.

6. USING CHECKS

6.1. Check order form, check book, and credit slip

Checks supplied to you in a check book will have an account number marked on them. These checks may only be used to make drawings on that account. Your check book should be safeguarded at all times. Any loss of a check or authorized withdrawal should be reported to the Bank as soon as possible.

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

6.2. Collection of checks

The Bank may transmit checks or other documents to other locations for collection or processing in accordance with normal banking practices. 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.

6.3. Deposit check made at non-ABA bank to ABA account

If a check drawn on an ABA is deposited at a bank other than ABA, the check will treat on a "for collection" basis, which means that ABA will wait for the funds to clear before ABA makes the funds available.

6.4. Third-party check deposits

Checks can normally only be deposited into the account of the individual(s) or entity (hereafter called 'person') named as payee on the check. If you are depositing a check to your account, where you are not the person(s) (i.e. you are a 'third party'), please ensure that the payee transfers ownership to you by signing the back of the check in the following manner:

Please pay (your account name)

Signed (payee's signature)

In addition, at the time you make the deposit, we will ask you how you got the check. This is to confirm your ownership of the check and avoid problems that sometimes occur with lost or stolen checks. If the check has not been properly signed over to you, or if a satisfactory explanation is not given as to how you received it, we may refuse to accept deposit of the check.

6.5. Withdrawing money from a deposited check

Normally you will not be able to withdraw the value of a check you deposit until the check has cleared, even though your account may be credited with the proceeds of the check. This rule applies even to checks made payable to "cash". In some cases, withdrawals may be permitted earlier. This is only done at our sole discretion and you should contact your branch. When drawings are made before a deposited check has cleared, you will have to reimburse us if the check is subsequently dishonored and for other fees and charges that may be payable.

6.6. How to get access to check funds early

A valid check can sometimes be cleared on the day it is presented if you are willing to pay for the service, which is called 'Special Clearance' subject to a cuff-off time imposed by the Bank. The check will be cleared for you to withdraw the funds once it is paid by the other bank.

6.7. Things you should know about writing checks

- Any check books issued on the account (where available) will bear the name of the account holder. You should safeguard your check books;
- Check books will be not mailed to the account holder(s) mailing address unless alternative arrangements are made by the account holder and subject to the bank's sole discretion to consider such a request or not;
- Check books can be sent to an ABA branch for collection. Certain fees and charges maybe imposed by the Bank. You further understand agree that the delivery of the check book may be delayed if it is delivered to a branch for collection.

6.8. Types of checks

Personal checks	▪ These are available for Everyday Banking accounts. The checks are drawn on your account and are prepared by you; ▪ Check books can also be ordered by visiting any branch or issuing an instruction on Online Banking.
Open or uncrossed check	▪ An open check is one that is uncrossed, that is, a check that does not have two parallel lines across it. It is an instruction to us to pay anyone who presents the check (assuming that the check is a 'bearer' Check) at our branch where the drawer's account is held, rather than the Check being required to be deposited into the account; ▪ If the check was lost and presented for payment by the person who found it, we would not normally be responsible for reimbursing the money to the drawer. You should always make your instructions clear.

Crossed Check	▪ When you "cross" a check with double lines at the top and left corner of the check, this act means that the check must be deposited into an account. It cannot be cashed.
Not/non-transferable or account payee only Checks.	▪ This means the check cannot be transferred or endorsed to someone else and it can only be paid to a bank account in the same name of whosever the check is made out to. It cannot be cashed.
'Not negotiable' checks	▪ A check is a negotiable instrument, that is, it can be passed from one person to another; ▪ A crossed check, with or without the words 'not negotiable' written between the lines, protects the 'true owner' in case it is lost or stolen.
'Or bearer' checks	▪ If the words 'or bearer' appear at the end of the line on which you have written the payee's name and you leave the check uncrossed and without the words 'not negotiable' on it, we will have to pay the proceeds to anyone who presents the check; ▪ If, on an uncrossed check, you cross out 'or bearer' or write in 'or order' and the check is presented for payment in cash, we have to pay the proceeds only to the person whose name is on the check, or as they direct.

6.9. Dishonored check

If a check is returned to us unpaid it means it has been dishonored by the paying bank on which the check was drawn. If that happens, we may return the check to you. We will also reverse the entry in your account, that is, deduct the amount we credited. If the check you deposited is not paid, it is your responsibility to pursue payment from the person who gave it to you. A check may be dishonored when there are not sufficient funds in the account of the writer of the check or there is some irregularity in connection with the check.

6.10. Why may a check be dishonored?

There are a number of reasons why a check may be dishonored, some of which are:

- There are insufficient available funds in the account of the drawer (the person who signed the check) to cover the amount written on the check;
- The check is not signed, the signature is not valid or more than one signature is required;
- The check has been 'stopped' by the drawer (see the 'stopping a payment' section for more information on 'stopping' checks and any fees involved);
- The check is stale – presented for payment more than 6 months after the date written on it (although we may still process it);
- The check has been materially altered without the alterations being properly signed or initialed.

You are charged a fee for every check you issue that is dishonored (known as an 'outward dishonor'). This fee is detailed in the "Service Charge" brochure, specific product/services terms and conditions and/or our website. If you deposit a check received from a person and it is dishonored (known as an 'inward dishonor'), you will not be charged a fee. If a check has not been cleared, the entry will be corrected as soon as possible.

When a check is deposited to your account and has been dishonored, the amount of the deposit is reversed (debited) from your account. Checks will be dishonored within the same day, or at the latest 2 working days, after being processed through the clearing house.

6.11. Post-dated checks

A post-dated check means that the check is dated with a future date. The National Bank of Cambodia requires post-dated checks to be cleared regardless of a check being presented before, on, or after the date written on the check. The Bank strongly recommends that you do post post-date your checks.

6.12. Altering a check

If you need to alter a check, the signatory(ies) must sign off with a full signature next to the change. Permitted changes include increasing/decreasing the amount on the check, changing the date, and/or altering the payee's name. If the alteration has not been signed it could result in your check being dishonored.

6.13. Stale checks

A check presented for payment more than six months after the date of the check dated may be dishonored on the ground that it is a "Stale Check".

6.14. Check confirmation before payment

The Bank may, but is not obliged to do so, contact the account holder(s) or signatories of an account to confirm the account holders' awareness of the check being presented before drawing the funds. The Bank in its sole discretion will establish limits for confirming a check. It may also revise the limit from time to time based on the reasonable request of a customers as part of the Bank's valued added service. The applicable law does not require bank to obtain confirmation from the check issuer (payer) when accepting a check to clear.

The Bank will bear no liability for not obtaining prior confirmation from the account holder (as doing so is not required under the applicable law), except any loss as result of the Bank's gross negligence. If the customer does not want to be contacted for confirmation, we strongly advise that you discuss with your Relationship Manager for better ways to monitor your account transactions (for example, subscribe to Online Banking Service) and visit our Bank branch to complete a form "request to stop being informed for a check payment."

6.15. Banker checks

Bank checks, drawn by a bank on itself, are a widely accepted means of safe payment, and a safe alternative way to carrying large amounts of cash.

6.16. Getting a banker check

Banker checks can be purchased at any branch or via Online Banking Service. You can pay for the banker check and the fee by debiting funds from your account. Fees for banker checks purchased via Online Banking Service will be charged to your account along with the value of the banker check purchased.

6.17. Things to remember with banker checks

A banker check has to be cleared like any other check and may be dishonored for the same reasons as a personal check. If a banker check you have purchased is lost, stolen, or destroyed, please contact any of our branches immediately with your original banker check purchase receipt. There is a fee for replacing a banker check.

If a banker check is no longer required, the purchaser, may cancel it and request a refund at any branch. The original banker check and purchase receipt should be provided when requesting a refund. The Bank may impose a fee for refunding a banker check.

6.18. Stopping a payment

If necessary, a check 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 check. The Bank will require details of the check, who it is made out to and the amount and date of the check and reason for cancellation.

Similarly, if your checks or check book(s) have been stolen, lost, or damaged, you will need to advise the Bank as soon as possible of your wish to stop the remaining checks. The Bank will require to have the knowledge of the serial number of the stolen or lost checks.

You are required to visit a Bank branch to complete and sign a "Stop Payment Request". If the check(s) has/have not been presented for payment, the Bank will make every effort to ensure non-payment of your check(s). However, the Bank will not be liable if payment on any check is not stopped. A fee will be charged for cancelling or stopping a check. This fee is detailed in the "Service Charge" brochure, specific product/service's terms and conditions and/or our website.

This section covers how we stop certain types of payments from your account.

<table>
<tr><th>Stopping check payments</th><th>Stopping periodical payments or regular transfers</th><th colspan="2">Stopping a Direct Debit or a regular payment</th></tr>
<tr><td rowspan="2">If you want to stop a check payment, you can do so if you notify us before it has been paid. You must contact our Contact Centre and submit a written and signed instruction (in ABA's standard form). There is a fee for stopping a check, but this will not apply if your check book has been lost, stolen or destroyed or where the check book is no longer required and the checks are not signed.</td><td rowspan="2">If you have authorized us to make regular automatic payments or regular transfers from your account, and you want to stop those payments or transfers you will need to notify us at least one business day before the payment or transfer is scheduled.

If you set up a recurring payment in Online Banking, you can stop it online.</td><td colspan="2">You can authorize another third party to debit your account for payment of services (for example, life insurance premiums or utility bills). If you want to stop the arrangement, you can do this in two ways:</td></tr>
<tr><td>1. Contacting us to request a cancellation. Please note this is only available for Direct Debits. We can then contact the authorized party on your behalf to request a cancellation. We will promptly process any:

▪ Instruction by you to cancel a Direct Debit Request relevant to a banking service we provide to you; or

▪ Complaint by you that a Direct Debit was unauthorized or otherwise irregular.</td><td>2. Contacting the authorized party yourself to request a cancellation. If you have provided your card number and expiry date to a merchant, you will need to contact them to request a cancellation. Please note, unlike Direct Debits, ABA is unable to cancel a regular payment (also known as a card recurring payment) on your behalf. Until you cancel your authority, the merchant is entitled to request ABA to debit the account and ABA is obliged to process this request.</td></tr>
</table>

Table continues on Page 28

<table>
<tr><th>Stopping check payments</th><th>Stopping periodical payments or regular transfers</th><th colspan="2">Stopping a Direct Debit or a regular payment</th></tr>
<tr><td colspan="2">What details we will need to stop the payment:</td><td rowspan="2">When you contact us to request the cancellation, we can complete the request on your behalf and forward it to the authorized party. We will then put a 'stop' on your account which will prevent all withdrawals by the previously authorized party for a period of five years. You can request this 'stop' to be cancelled at any time. Without any request for amendment, we will cancel this facility.</td><td rowspan="2">If the merchant does not comply with your request to cancel the authority, you must provide ABA with a copy of the correspondence with the merchant to enable ABA to dispute the relevant transaction(s) on your behalf.</td></tr>
<tr><td>the following Check details:
Account details;
Check number;
Amount of the Check;
Name of the payee (the person you've written the Check out to);
Date of the Check; and
If the Check was crossed or open.</td><td>the following details:
The payment amount;
When it's due;
The payee; and
The account it normally comes from.</td></tr>
</table>

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UNDERSTANDING FEES AND CHARGES

7. FEES AND CHARGES

7.1. Account Fees and Charges

Subject to any applicable terms and conditions, the Bank may impose fees and charges for any services provided in this booklet and/or any specific products or services it provides in connection with any account. Fees and charges depend on the channel used to request the service and the currency used in the transaction.

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 our 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, will 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 on which the change takes effect by:

- Direct communication to you (i.e., by notice on your account statement);
- Displays at the Bank branches or other digital communication means such as website, Facebook, Push Notification, SMS, Email Alert;
- Media advertisements.

These communication means are not exhaustive. The Bank will exercise reasonable care, and where possible, inform you of non-standard fees and charges before payment is due.

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ACCOUNTS SECURITY AND LIABILITY

8. SECURITY AND LIABILITY FOR CARD AND ONLINE BANKING SERVICE USAGE

8.1. Protecting your card

To protect your card, you will need to:

- Sign it as soon as you receive it;
- Carry it with you or keep it somewhere safe;
- Regularly check that you still have your card;
- Not give your card to anyone else, including a family member or friend.

8.2. Recording your PIN

If you make a record of your PIN, you will need to keep it separate and well away from your card unless the PIN is reasonably disguised. However, to minimize the risk of unauthorized transactions occurring on your account, it is best to keep your PIN record, even if disguised, separate and well apart from your card.

8.3. Protecting your access codes including your PIN

What you have to do	What you can't do
▪ Try to memorize it; ▪ Destroy our letter telling you your PIN (if applicable) and any documentation we issue to you containing a code; ▪ Make sure nobody watches or hears you when you are entering or using your codes at electronic equipment (e.g. ATM and POS terminals). ▪ Be ready to make a transaction when you approach an ATM or POS terminal; ▪ Make sure you do not leave anything behind when you complete a transaction including leaving your card unattended in or at an ATM; ▪ Notify us immediately if your PIN mailer has not been received or if it has been opened (if we agree on such an arrangement) or if a PIN change request has occurred without being requested.	▪ Write your PIN on your card even if it is disguised; ▪ Keep a record of your PIN with or near your card; ▪ Tell anyone your codes, even your family members and friends; ▪ If you select your own code, do not pick a number or word that can be easily guessed (e.g. part of the number printed on your card, date of birth, driver's license number); ▪ Enter your PIN in an electronic banking terminal that does not look genuine, has been modified, has a suspicious device attached to it or is operating in a suspicious manner.

8.4. Loss, theft, or misuse of a card, PIN or other code

You must notify us as soon as possible if your card, PIN or code record is lost, stolen or misused, or you suspect that unauthorized transactions have been made on any account. This will enable us to put a stop on your card straight away preventing or minimizing losses resulting from unauthorized transactions and your potential liability for such losses. If you have misplaced your card, you can put a temporary lock on it by using the Online Banking Service. If your card has been lost or stolen, you can permanently block your card using the Online Banking Service and/or you will need to contact us to permanently cancel your card.

9. LIABILITY FOR UNAUTHORIZED TRANSACTIONS

In this section, we outline when you will and when you will not be liable for unauthorized transactions.

When you are not liable	When you are liable

You will not be liable for losses resulting from unauthorized transactions where it is clear that the user has not contributed to the loss. You will not be liable for losses resulting from unauthorized transactions that:
▪ Are caused by the fraudulent or negligent conduct of our staff; or
▪ Require the use of a card or other device and/or a code and happen before the user receives their card or other device, or receives or selects their code(s) (as the case may be), including a replacement or reissued card, other device or code; or
▪ Require the use of a card or other device and/or a code and happen after we have been notified that the card, or other device has been misused, lost or stolen or that the security of the code has been breached; or
▪ Require the use of a card and happen after you have requested us to cancel the card and have either returned the card to us
▪ Are made with a card, code or with any other device or identifier that is forged, faulty, expired or cancelled; or
▪ Are electronic transactions able to be made using an identifier without a code or device; or
▪ Are electronic transactions able to be made using a device and not a code, provided you did not unreasonably delay in reporting the loss or theft of the device.
	You will be liable for losses resulting from transactions which are carried out by the user, or by another person with the user's knowledge and consent. You will be liable for actual losses resulting from unauthorized transactions caused by the user:
	▪ Engaging in fraud; or
	▪ Voluntarily disclosing any of their codes to anyone, including a family member or friend; or
	▪ Keeping a record of a PIN or other code:
	  ▪ Without making a reasonable attempt to disguise it or to prevent unauthorized access to it; and
	  ▪ In a way that it could be lost or stolen with their card (in the case of a PIN) or any device to which the code relates; or
	▪ Keeping a record of a code:
	  ▪ Without making a reasonable attempt to disguise it or to prevent unauthorized access to it; and
	  ▪ Where more than one code is used, recording both/all codes in a way that they could be lost or stolen together; or
	▪ Writing their PIN on their card; or
	▪ Writing their code on the device to be used with that code; or
	▪ Selecting a code which represents their birth date, or being an alphabetical code, which is a recognizable part of their name, after we have asked them not to select such a code and told them of the consequences of doing so; or
	▪ Leaving a card in an ATM (provided the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM); or
	▪ Acting with extreme carelessness in failing to protect their codes.

You will also be liable for actual losses resulting from unauthorized transactions caused by the user unreasonably delaying notifying us of the misuse, loss or theft of their card or other device, or of their code(s) becoming known to someone else. Your liability will only extend to losses which occur between the time when the user became aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified.



OTHER IMPORTANT THINGS TO KNOW

10. CHANGES TO TERMS AND CONDITIONS

At various times, we may make changes to the terms and conditions, subject to applicable legislation and notification requirements therein, related to:

- Fees and charges (including amount, frequency, and times for payment and to introduce new fees and charges);
- Interest rates;
- How interest is calculated, charged or paid to your account or to the balance tiers which determine the interest rate or rates;
- Transaction limits;
- The types of transactions performed or ways you can access or transact on your account;
- Eligibility requirements in relation to your account; or
- The features of your account or of a product or service.

We will always let you know if, for any reason, the terms and conditions of your account change and provide you timely opportunity to terminate your bank account or other banking services with us should you object to the changes.

However, advanced notice may not be given where a change has to be made to immediately to restore or maintain the security of our systems or facilities. Unless otherwise specified in this document, we may notify you of changes as set out in the following table:

Type of change	Time frame	Method of notification
Minimum ongoing balance required	30 days in advance	In writing, electronically, or through media advertisement
New fee or charge or increase in fee or charge for performing electronic transactions or issuing or replacing a device used to conduct electronic transactions (such as a card, token, or code)	30 days in advance	In writing, electronically, or through media advertisement
Other new fee or charge or increase to a fee or charge	30 days in advance	In writing, electronically, or through media advertisement
Interest rate changes	No later than the date of the change	In writing, electronically, or through media advertisement
Change in the way interest is calculated, charged or paid to your account – or to the balance tiers which determine the interest rate or rates	30 days in advance	In writing, electronically, or through media advertisement
Changes increasing your liability for electronic transactions	30 days in advance or no later than the date of the change	In writing, electronically, or through media advertisement

Type of change	Time frame	Method of notification
Transaction limits on electronic transactions, a facility or electronic equipment	30 days in advance or no later than the date of the change	In writing, electronically, or through media advertisement
Government charges	In advance of the change, or as soon as practicable afterwards, unless the change has been publicized by a government agency, government or representative body	In writing, electronically or through media advertisement
Any other change to a term or condition	In advance of the date of the change	In writing, electronically or through media advertisement

10.1. Electronic notice

We may use your email address to advise you of any changes to your account, including these terms and conditions or send you an email notification to tell you the changes are available for viewing within Online Banking Service or on our website.

We may extend our electronic notices through other means such as Push Notification and SMS to be sent to your ABA Mobile user profile and phone number registered within our system of any change of any readiness of product and service to be collected as well as changes to be applied together with recommendation where to get detailed information. You are deemed to receive such a notice when our system generates successful delivery note.

10.2. Communication means

You agree that the main daily communication mode between you and the Bank is the phone number provided by you during the account opening process. Email may only be used in some circumstance where the Bank cannot communicate to you by phone.

Regarding your phone number, you agree that the Bank will not open an account for you in case the Bank finds that the phone number provided by you is being used by another person unless you prove that you are the current owner of the phone number or unless you agree to provide a new phone number or unless you agree not to use the phone number and only use email.

11. GENERAL MATTERS

11.1. End of Day operation (EoD)

EoD is a process of posting all transactions created during a day. Since the number of daily transactions can be significant, the Bank may start EoD before 12:00 AM of a "T" day (Today). If you perform a transaction during EoD, the value date of your transaction may be T day or T+1 day.

In cases where the value date is important, for example, loan repayments or payments to suppliers, you are required to complete such transactions before 8:00 PM of the T day; otherwise the value date of your transaction can be 1 day later than its actual date.

The Bank is not liable for any consequences or losses arising from any transaction/payment made after 8:00 PM.

11.2. Form of execution of the agreement

As permitted by applicable law, the Bank shall obtain from you either your signature and/or thumbprint when you execute any form and/or agreement. As a standard practice, the Bank generally requires a signature to execute a form or agreement. However, there are specific circumstances where the Bank may require both a signature and thumbprint to execute a form or agreement (for example, the execution of a loan agreement). Both a signature and a thumbprint are equally and legally valid at all times.

11.3. What happens if your contact details change?

If your address or other relevant details change, please notify us as soon as possible. This can be done easily by visiting any branch of ours. If the authorized signatory changes, please notify us as soon as possible by visiting any of our branches. Please note that unless you have given us adequate prior notification of account changes, we cannot be held responsible for any resulting errors or losses. If we cannot locate you after having made reasonable efforts to do so, we may stop operations on your account until you give us your current contact details.

11.4. Change of address, telephone number and 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, card (if allowed), etc., are sent to the correct address.

You agree that the Bank may at its sole discretion restrict all operations related to all of your account(s) in case the Bank could not communicate with you via your telephone number registered with the Bank and you agree to indemnify the Bank against all type of losses resulting from the Bank restricting all operations related to your account.

11.5. Update of your Personal Information

You are obliged to notify the Bank as soon as possible once there is update of your personal information which was provided to the Bank during your request to open the account to ensure that your information is up-to-date and relevant. Such information may include but not limited to your name, your date of birth, your address, your occupation, your nationality, your identification documents, and your contact details.

You agree that failure to provide such update may result in an inability for the Bank to maintain or store your current up-to-date information in the Bank's system which is required by applicable law and which may result in a full or partial inability to use the Bank's services and your account.

You agree that the Bank may at its sole discretion deactivate/restrict all of your account(s) related operations and demand you to update such information.

11.6. Update of Identity Document

The Bank will use the ID to identify you when you are using the Bank's service. You are required to submit the new ID to the Bank whenever the ID stored with the Bank during the account opening process has expired or becomes invalid. If your ID is expired and is not updated by you, there might be some disruption during your use of your account or any services, i.e. delay in the provision of services, staff inquires to demand for new ID, or restrictions on the use of your account. Therefore, you agree that you will always update the Bank as to your current ID.

11.7. Privacy and confidentiality

The Bank's policy explains our commitment to the protection of your personal information. We take your privacy every seriously. Information you provide to the Bank will be kept strictly confidential and will be securely held by the Bank. You have the right to access the information by enquiring at any branch of the 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 dependent 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;
- Unless you disagree, provide you with information about other facilities, products and services, including certain third-party products and services; and
- To comply with any regulatory requirements imposed on any shareholders of the Bank.

You agree that the Bank and any of its shareholders, related companies and affiliates (the 'Parties') may exchange with each other any information about you including:

- Any information provided by you in application forms;
- Any other personal information you provide to us or which we otherwise lawfully obtain about you; and
- Transaction details or transaction history arising out of your arrangements with the Bank.

If any one of the Parties engage anyone (a "Service Provider") to do something on their behalf (for example a mailing house or a data processor) then you agree the Parties and the Service Provider may exchange with each other any information herein, and that any information can be processed either in Cambodia or through services located in another country. The Bank might give any information to entities other than the Parties and the Service Provider where it is required or allowed by law or where you have otherwise consented.

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 within 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 form 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 the Bank may retain or 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 signatory of your accounts. If you are under 16 (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 to 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.

You expressively consent to assume the risk of data breaches despite the Bank's preventive security measures; as a Customer, you may not claim for damages as a result of a data breach if the Bank has adopted proper security measures.

Certain laws also require 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, correspondent banks or any financial institutes where the Bank reasonably believes that the disclosure will assist the investigation, detection and/or prevention of fraud or other criminal offenses, such as money laundering and terrorist financing legislation in force in Cambodia or other countries. You agree to provide all information to the Bank as 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 into or concluding a transaction that involves certain countries, persons or entities.

As a result, you agree with the Bank that it may:

- Delay or block any transaction or refuse to pay any money, without incurring any liability or
- Disclose any information concerning you or the transaction to the Cambodian police or any relevant authority in Cambodia or any country in order to determine whether your transaction contravenes any laws related to 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.

11.8. Notice and communication

Communications relating to your account, including account statements and notice of any changes to the terms and conditions will be given in writing, or in any other way set out in these terms and conditions or agreed with us. We may use electronic means to communicate with you. This may include emailing you written notices or other communications about changes to our products and services or sending you notification the changes are available for viewing within Online Banking Service or on our website.

If we post you a written communication directly, we will send it to the most recent address you have given us. Where we send written notice by ordinary mail, we will regard that notice be delivered within 3 working days after we post it.

11.9. Anti-Money Laundering and Counter-Terrorism Financing Obligations

Please be advised that in order for us to meet our regulatory and compliance obligations we will be increasing the levels of control and monitoring we perform. You should be aware that:

- Transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach applicable law or sanctions (or the law or sanctions of any other country). Where transactions are delayed, blocked, frozen or refused the Bank and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with any deposit product;
- We may from time to time require additional information from you to assist us in the above compliance process (for example, on customer due diligence and transaction participants); and
- Where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Bank's affiliates, service providers, or to other third parties.
- You provide the Bank the following undertakings and indemnify the Bank against any potential losses arising from any breach by you of such undertakings:
- You will not initiate, engage in or effect a transaction that may be in breach of applicable law or sanctions (or the law or sanctions of any other country); and
- The underlying activity for which any deposit product is being provided does not breach any applicable law or sanctions (or the law or sanctions of any other country).

11.10. Credit of interest

The Bank pays interest on credit balances in certain types of accounts. Interest is calculated on a daily basis for interest bearing savings and transactional accounts and is credited to your account on the key date. Your account's key date will be due on same calendar day of each month or quarter depending on your account type. If your account key's date falls on a 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. 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 on which interest is payable, and any specified balances above on which special higher rate of interest is payable. You will be notified of any change and the date.

11.11. 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).

Interest payable during the term of your Fixed Deposit will not be compounded. However, any interest payable at 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. The Bank may impose a fee for early withdrawals.

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 a personal check. Where appropriate and with the exercise of reasonable care (though the bank is not required to do so), the Bank will communicate to you prior to maturity of your Fixed Deposit.

Any applicable government fees and charges, including RWT or NRWT may be debited by ABA to your Fixed Deposit or nominated account.

11.12. Telephone or email instruction

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

- Funds may only be transferred between accounts in your name;
- Enquiries may only be made about accounts in your name;
- The Bank may refuse to act on any instruction in which the Bank is not satisfied with any instruction 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 transaction value in relation to any type of instruction and may change such minimum 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 any loss that is a direct result of the negligence of the Bank.

11.13. What to do if you have a problem or dispute?

If you are ever unhappy about something we have done – or perhaps not done – please give us the opportunity to make things right. Where possible, we will attempt to resolve your complaint on the spot. If we need to take some additional time to get back to you, we will let you know. In the event we cannot resolve your concern when you first contact us, we will refer the complaint to our dedicated unit for Complaint and Dispute Resolution.

Our dedicated Complaint Resolution Unit's aim is to respond to your complaint as quickly as possible, however some complaints may take longer to resolve than others. We will keep you informed on the progress of your complaint.

You can contact us by:

- Toll-Free number 1 800 203 203 for local calls and +855 98 203 203 for calls from overseas;
- Email: info@ababank.com / complaintresolution@ababank.com; or
- Going to our website www.ababank.com and searching for 'Feedback Form'.

If you are unhappy with the outcome of your complaint, then please refer to section 5.7 for additional actions (discrepancy, error, question or complaint) you can take.

12. DISPUTE RESOLUTION

These terms and conditions shall be governed by the laws of Cambodia. Any dispute arising out of or in connection with this these terms and conditions, including any question regarding its existence, validity, performance or termination, shall be referred to the court of competent jurisdiction in Cambodia if the subject matter of the dispute is less than USD 10,000. However, in case the subject matter of the dispute is greater than or equal to USD 10,000, the dispute shall be referred to and finally resolved by arbitration administered by the National Commercial Arbitration Centre of the Kingdom of Cambodia in accordance with the Arbitration Rules of the National Commercial Arbitration Centre (NCAC Arbitration Rules) being in force at the time of commencement of arbitration, and by reference in this clause, the NCAC Arbitration Rules are deemed to be incorporated as part of these terms and conditions. The seat of the arbitration shall be Phnom Penh, Cambodia. The tribunal shall consist of one arbitrator. The language of the arbitration shall be English.

- The End -

ABA T&C V10_12052025

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