

PRINCE BANK PLC. GENERAL TERMS AND CONDITIONS

The opening, general operations, and closure of any Accounts as well as the provision of Products, and Services at Prince Bank Plc. ("**Prince Bank**") are governed by this general terms and conditions ("**GTC**") and any specific terms and conditions ("**Specific Terms and Conditions**") that are applicable to each specific Accounts, Products, or Services. By opening, maintaining, and continuing to operate the Accounts, or using the Products and Services provided by Prince Bank, the Customer agrees to be bound by this GTC, and this GTC constitutes agreement between Prince Bank and the Customer. The Customer must carefully read and understand this GTC and all relevant terms and conditions before using any Accounts, Products, or Services. In case the Customer has any concern or need clarification on these terms and conditions, the Customer may contact Prince Bank at **1800 20 8888** or at any counter of the operating branch of Prince Bank. This GTC is available for Customer's access at any time on Prince Bank's official website at <https://www.princebank.com.kh>.

1. TERMS AND DEFINITIONS

1.1. Unless defined herein, all capitalized terms used in this GTC shall have the meanings given to them in **Annex 1** to this GTC.

2. ACCOUNTS AND SERVICES

2.1. Type of Accounts, Cards, and Mode of Operation:

- (a) The Customer may request to open any CASA, and/or term deposit account(s), and other type of account(s) as made available by Prince Bank from time to time, either in a national currency and/or foreign currency, as a single or joint account with other persons either under personal name or legal entity's name, subject to this GTC, the Specific Terms and Conditions of each type of account, including the specific features of each specific account type as notified to the Customer through any available means of communication of Prince Bank which includes its official website or product brochure, and relevant policies, procedures, and operating guidelines of Prince Bank. Prince Bank reserves the right to accept or reject the Customer's request at its discretion without providing any reason.
- (b) The request to use ATM card, debit, or credit card as made available by Prince Bank is subject to the applicable Specific Terms and Conditions governing such cards.
- (c) The Customer may set a mode of operation of the Accounts at the Customer's own choice and as acceptable by Prince Bank, and any change thereof will need to be submitted to Prince Bank for approval.
- (d) The Customer may register to use digital banking services linked to the Accounts which is subject to the applicable Specific Terms and Conditions governing such services.

2.2. Accounts and its Currency:

- (a) If the recipient country of a fund transfer restricts a credit or a transfer of funds in a currency, Prince Bank will have no obligation to make the fund transfer in that currency and will transfer the funds in any other currency at the prevailing exchange rate and in any manner as determined by Prince Bank.
- (b) The Customer acknowledges and accepts all risks that all deposits in the foreign currency account are subject to fluctuations in prevailing market conditions on exchange rate which upon maturity may result in either the gain or loss to earnings and/or investments.

2.3. Cash and Check Deposit:

(a) Cash Deposit:

- (i) All cash deposits may be subject to a deposit limit as determined by Prince Bank. Prince Bank has the right to refuse any cash deposit, if Prince Bank is unable to satisfy itself as to the origin of the cash.
- (ii) If Prince Bank accepts cash deposit in a currency other than the currency designated for that account, Prince Bank may convert it into currency of that account at the applicable exchange rate before depositing balance into the account.

(b) Check Deposit:

- (i) When checks (whether drawn on domestic or foreign banks) are deposited, Prince Bank is not obliged to credit the fund into the Account until the fund is considered Cleared Fund.
- (ii) Prince Bank will debit from the Accounts the amount equivalent to the deposit amount, together with all applicable charges, interests and commissions relating thereto, even if the check is subsequently dishonored for any reason.
- (iii) Prince Bank may accept or refuse any check for deposit which in Prince Bank's opinion is irregular in any manner or which has been altered in any way regardless of whether the alteration has been countersigned by the drawer. All checks deposited are received by Prince Bank as an agent for collection. Prince Bank may, in its discretion, process the check even if the Customer and the beneficiary are two different persons.
- (iv) Dishonored checks may be returned by the post office or professional courier to the Customer at the Customer's last known address and at his/her own risk and expense.
- (v) Prince Bank may agree with banks or clearing houses to vary any procedures and timelines relating to the collection of the returned checks or any other documents and is not responsible for actions taken by such banks (or their agents) or clearing houses or for the loss or destruction of any documents in possession of those banks or clearing houses or while in transit.

2.4. Fund Transfer:

- (a) Unless otherwise notified by Prince Bank to the Customer, any fund transfer shall be made available for use by the Customer in accordance with Prince Bank's policy and procedures upon receipt of the funds.
- (b) If the Customer instructs Prince Bank to deposit the funds into a particular Account and the funds received by Prince Bank are in a currency which is different from that of such Account, Prince Bank will convert the sum received into the currency of such Account at the applicable exchange rate.

2.5. Withdrawals and Instruction:

(a) Withdrawal:

- (i) All withdrawals may be subject to a withdrawal limit as determined by Prince Bank and are deducted from the Account if the Customer has Cleared Fund in the Account at least equal to the withdrawal amount.
- (ii) Any withdrawals via the ATM/CDM using any available card issued by Prince Bank shall be performed in accordance with the applicable Specific Terms and Conditions governing those cards.
- (iii) The withdrawals and payments from any specific Account will follow specific Account operation mode as set by the Customer.
- (iv) the Customer is responsible to count all cash before leaving the counter and the ATM, and to verify all information in the presence of Prince Bank's staffs if the withdrawal is made at the counter.

(b) Instruction:

- (i) Prince Bank will process any instruction on the payment date specified by the Customer, provided that:
 - a) the payment instruction has been received by Prince Bank prior to the cut-off time determined by Prince Bank;
 - b) the payments are within the processing limits set by Prince Bank or threshold, or authorization limits set by the Customer; and
 - c) the Account has sufficient Cleared Fund or adequate credit arrangements in place to make the payment specified in the payment instruction.
- (ii) If an instruction is received on or specifies a payment date which falls on a non-Business Day, the payment will be processed on the next Business Day.
- (iii) Upon receipt of the instruction by Prince Bank, the Customer agrees to authorize Prince Bank to debit from the relevant Account the payment amount and any applicable commission, fees, charges, and expenses in relation to the instruction.
- (iv) Unless specified by the Customer in the instruction, Prince Bank may determine the order of priority of the payments.

- (v) Notwithstanding any instruction by the Customer to the contrary, Prince Bank reserves the right to use the services of any third-party bank or financial institution in the execution of any funds transfer instruction and may otherwise use any means to execute the funds transfer instruction which Prince Bank deems reasonable under the circumstances.
- (vi) Where Prince Bank has agreed to accept the payment instruction with the payment date which had already lapsed, the Customer agrees that Prince Bank will process the payment on the day Prince Bank receives the Instruction or, should the instruction be received after the applicable Cut-off Time, on the next Business Day. The payment will not be processed for value on the past date specified in the payment instruction given to Prince Bank.

2.6. Check:

- (a) The Customer who has any current account, including joint account, may request for banker check, check book, or passbook from Prince Bank who has the right to approve or reject this request without providing any reason. The banker check can be cancelled by Prince Bank upon request of the Customer and in accordance with Prince Bank's internal policy, operating procedures, and guideline; however, all related fees and charges will not be returned to the Customer.
- (b) The mode of operation of the joint account will apply to the use of a check linked to such joint account and all joint account holders shall jointly and severally be liable for the use of this check. The Customer is responsible for returning the checkbook to Prince Bank upon the closure of the check account or at any time at Prince Bank's request.
- (c) The Customer must have sufficient fund in the current account before writing a check as Prince Bank will pay to payee specified in the check by debiting the balance from the Customer's Account linked to check usage when Prince Bank receives a check written out by the Customer.
- (d) The Customer may make corrections to the check by signing after the change. In which case, the Customer is bound to the correction on the check. Any change without signature evidencing the consent to the correction on the check will be rejected for payment by Prince Bank.
- (e) A check payable to a specified person may be transferred by means of endorsement. An endorsement must be written on the back of the check or on a slip affixed thereto and must be signed by the endorser. The endorsement may leave the beneficiary unspecified (endorsement in blank). When a check is transferred or endorsed, all rights arising out of the check shall be transferred. If the endorsement is in blank, the holder may:
 - (i) fill up the blank either with his own name or with the name of other person;
 - (ii) re-endorse the check in blank or to other persons; or
 - (iii) transfer the check to a third person without filling up the blank and without endorsing it.
- (f) Prince Bank may request any information or document from the Customer in order to process the check and to determine the limit within which the amount of a check can be cashed. However, Prince Bank, at its absolute discretion, may reject any request for cashing a check without providing any reason and without bearing any liability.
- (g) The Customer agrees that the presentation of any check by any person is considered as an authorization given to Prince Bank to pay in the currency of the account on which it is drawn. When a check is drawn and payable in a currency which is not that of the account, Prince Bank may make payment on the check in the currency of the account and the exchange rate will apply.
- (h) Prince Bank may dishonor and return the check presented in any of the following circumstances:
 - (i) there are no sufficient funds in the current account,
 - (ii) the funds are not cleared,
 - (iii) the payment is stopped or cancelled by the drawer,
 - (iv) the check is not presented for payment within 06 (six) months from its date,
 - (v) the amount in word and figure differs,
 - (vi) no amount is written in words or figure,
 - (vii) drawer's signature is different from the specimen given to Prince Bank,
 - (viii) the check account is closed or freeze, and/or
 - (ix) the drawer is deceased or unsound minded.

- (i) If a check drawn by the Customer is dishonored and returned, Prince Bank may issue warnings to the Customer and in the event that the check is returned for 03 (three) times, Prince Bank can close or freeze the related current account in accordance with Prince Bank's internal policies, operating procedures and guidelines, and at its discretion without bearing any liability.
- (j) The Customer shall always keep the check book in a safe place and must not leave signed blank check in the check book or anywhere where unauthorized person may have access to and use it. If the check book is lost or stolen, the Customer must immediately inform Prince Bank.
- (k) The Customer can request for cancellation or stop payment on a check issued due to lost or stolen check or any other reason by visiting the operating branch of Prince Bank. However, if the check or banker check is already paid, cancellation or stop payment on the check or banker check is not possible. The Customer will need to provide all information and documents as required by Prince Bank for cancellation or stop payment purpose. Prince Bank may cancel a check issued upon receipt of verbal notice from the Customer; however, the Customer must go to any operating branch of Prince Bank to complete and sign on the prescribed form within a timeline as determined by Prince Bank.

2.7. Dormant Account:

- (a) The Customer understands that according to the regulatory requirement for Prince Bank to control the quality of the account and manage the associated risk, if the Customer's Accounts is not active for a specific period as determined by the applicable laws and regulations or more counting from the Accounts opening date or last transaction date, excluding system transaction, Prince Bank will classify such Accounts as Dormant Account and the additional fee charge for Dormant Account shall apply. The Customer may refer to Prince Bank's official website for the details of the related fee charge.
- (b) When the Customer's Accounts is not operative for 10 years with the remaining balance in such account, the Customer agrees to authorize Prince Bank to transfer such remaining balance to the National Bank of Cambodia without obtaining additional consent from the Customer.
- (c) In case that the Customer's Accounts is classified as Dormant Account, the Customer agrees with Prince Bank that:
 - (i) the Customer is not allowed to perform any debit or credit transaction unless such Accounts' status is changed to active;
 - (ii) Prince Bank may close such Accounts (if zero balance is in the Accounts) without obtaining any additional consent from the Customer in accordance with the applicable law and/or applicable policies and procedures of Prince Bank; and
 - (iii) Prince Bank may take other acts as required by the applicable laws and relevant regulator or as deemed necessary and appropriate by Prince Bank according to its relevant policies, operating procedures, and guidelines or process.

2.8. Frozen Accounts: Prince Bank will refrain from effecting any transactions including, but not limited to, withdrawals, transfers, payments, or any instructions in relation to the frozen Accounts if:

- (a) Prince Bank has received any request from the competent authority and/or court;
- (b) Prince Bank has been notified of an act of bankruptcy and/or the petition for winding up or for bankruptcy has been instituted against the Customer; or
- (c) Prince Bank has been notified of any opposing or adverse or conflicting claims by directors, shareholders, any joint account holders, or any person alleging to be directors, shareholders, or the other joint account holders of any Accounts.

3. INTEREST RATES

3.1. The Accounts are subject to payment of interest at the rate determined by Prince Bank and notified to the Customer through Prince Bank's available means of communication including, but not limited to, the application form, brochure, other forms, mobile applications, and its official website. The interest will be paid into the Customer's Accounts in accordance with each product's features and internal policy, operating procedure, and guideline of Prince Bank. The Customer agrees to authorize Prince Bank to change the interest rate and its payment method without obtaining additional consent from the Customer, provided that a notice on such change will be served to the Customer through the available means of communication of Prince Bank including Prince Bank's official website.

4. ACCOUNT STATEMENTS

- 4.1. The Customer may request for Account statements whether in paper or digital format.
- 4.2. The Customer is responsible to carefully review the account statements and report any errors, irregularities, omissions, inaccuracies, or discrepancies in the entries therein within 5 (five) Business Day upon its receipt or after the date on which the account statements may be accessible by the Customer. Otherwise, it is deemed correct, accurate, and conclusive on its date of issuance.
- 4.3. Notwithstanding Clause 4.2 above, Prince Bank may at any time rectify any errors or omissions in the account statements and notify the Customer of such rectification. Prince Bank has the right to demand the refund of and to debit from any Accounts the overpayment arising from the errors or omissions.

5. COMMISSIONS, FEES, CHARGES, EXPENSES

- 5.1. The Customer agrees to pay to Prince Bank, without set-off, deduction, or counterclaim, all commissions, fees, charges, and expenses in respect of the Accounts, Products, or Services at the applicable rate or any amounts as determined by Prince Bank ("**Fee and Charges**"). Fees and charges applicable to certain transactions are available on our website at <https://www.princebank.com.kh>. The Customer agrees to check the prevailing fees and charges before making any transaction and to pay Prince Bank these fees and charges when making any transaction. The Customer agrees to authorize Prince Bank to change or amend the Fees and Charges at any time without obtaining additional consent from the Customer, provided that a notice is given to the Customer via available means of communication including, but not limited to, our official website or push notification on mobile application.
- 5.2. The Customer authorizes Prince Bank to debit the Customer's Accounts for the payment of the relevant Fees and Charges and the applicable taxes without obtaining additional consent from the Customer.
- 5.3. The Customer agrees that no invoice for any commissions, fees, charges, and expenses will be issued by Prince Bank.

6. AUTHORIZED PERSON

- 6.1. The Customer agrees that any instructions, transactions, or acts performed by any person who is authorized to act for and on behalf of the Customer under this GTC and other relevant Specific Terms and Conditions will bind the Customer who will be responsible to Prince Bank for any charges, fees, or liabilities incurred or arising from such instructions, transactions, or acts.
- 6.2. Prince Bank may rely on any instructions or agreements signed, initiated, sent, or given by the authorized person which purports or appears to be genuine although the Customer subsequently alleges that such instructions or agreements are not authorized by the Customer.
- 6.3. Each authorized person will retain his/her authorization granted by the Customer until the time Prince Bank receives a written notice from the Customer in a prescribed form of any changes in his/her authorization.
- 6.4. Prince Bank may require each authorized person to identify himself in accordance with any applicable laws and regulations or any other requirement reasonably specified by Prince Bank from time to time and may not process or act on any instructions until it has completed the verification process.

7. CONSENT AND AUTHORIZATION OF THE CUSTOMER

- 7.1. The Customer irrevocably agrees to authorize Prince Bank:
 - (a) to access the Accounts of the Customer;
 - (b) to record the transaction details on Prince Bank's records and the Customer agrees that all records of Prince Bank generated by the transaction arising out of the use of the Accounts, Products, and Services, including the time when the transaction is recorded, and such record shall be conclusive proof of the genuineness and accuracy of the transaction;
 - (c) to send any rejection message in relation to any instruction/request or proposed transaction, if Prince Bank determines that the request sent by the Customer does not comply with Prince Bank's format or other requirements;
 - (d) to debit from the Customer's Accounts in accordance with the instruction of the Customer, the GTC, and the Specific Terms and Conditions with regard to any funds transfer or for the payment of the relevant commission, fees, charges, expenses, taxes, or other payments;

- (e) to introduce any new product(s) or service(s) at any time in the future and to undertake the requested transaction using such new service(s) when a request of the Customer is duly received by Prince Bank;
- (f) to undertake any acts deemed necessary relating to the Accounts, Products, Services, other personal information, and the use of the Accounts, Products, or Services.
- (g) the Customer agrees that, upon receipt of the Customer's request or instruction for any transaction in relation to the Accounts, Products, or Services, the Customer irrevocably authorizes Prince Bank to give effect on such transaction in accordance with the Customer's request or instruction and the relevant terms and conditions, as applicable.
- (h) to reconfirm or request for the update of the Customer's necessary personal information at any time through any means of the information collection.
- (i) to collect, store, use, process, and disclose the Customer personal information/data and the other information related to the Customer including, but not limited to, account and transactions related information, the personal information/data of other relevant persons that the Customer provided to Prince Bank for the purpose of using the products and services of Prince Bank such as the personal information of the beneficiary of the insurance policy in connection with that products and/or services in which the Customer represents to Prince Bank that the Customer obtained proper consent from that person to provide their personal information/data to Prince Bank and to give authorization to Prince Bank to collect, use, disclose, store, and process these information as stated herein to competent authorities, any regulators, business partners, third-party service providers of Prince Bank or as may be required by the applicable laws, regulators, or other competent authorities.

8. CUSTOMER'S OBLIGATIONS

- 8.1. In order to obtain and utilize the Accounts, Products, and Services from Prince Bank, the Customer:
- (a) shall provide to Prince Bank with all complete, correct, and accurate information and valid document as Prince Bank reasonably requests or will reasonably request from time to time and ensure that all information and documents furnished to Prince Bank remain correct, accurate, and valid at all times;
 - (b) shall notify Prince Bank in writing as soon as possible of any changes to the information and document previously furnished to Prince Bank such as a change of signature, signatories, address, or any other personal or corporate information. Until the Customer has properly notified Prince Bank of such changes and Prince Bank has had a reasonable opportunity to act on such notification, Prince Bank may rely on the information previously furnished to it;
 - (c) shall inform Prince Bank as soon as practicable of any errors, disputes or suspicion of fraud or illegality in respect of any Accounts, Products and Services;
 - (d) shall verify and ensure that all particulars in the deposit, transfer, or withdrawal slips are accurately completed and any changes to the relevant slips must be signed in full by the Customer, and agree to authorize Prince Bank to correct any wrong addition and/or errors;
 - (e) shall inform Prince Bank as soon as practicable of the occurrence of any breach or potential breach of any provision of this GTC and any other relevant Specific Terms and Conditions;
 - (f) will not use any Accounts maintained and operated with Prince Bank as well as all documents including but not limited to passbooks, checkbooks, and deposit acknowledgement slips issued by Prince Bank with respect of any Accounts as a collateral in any form whatsoever, whether registered or not, without express written consent from Prince Bank, which consent may be withheld without providing any reason;
 - (g) shall comply with all instructions, policies, and procedures that Prince Bank may from time to time impose on the Customer in relation to the operations or use of any Accounts, Products, and Services including, without limitation, any identity checks, verification procedures or other security procedures that Prince Bank may use to establish authenticity and validity of any instruction or prior to carrying out any instruction in relation to the Accounts, Products, and Services or part thereof;
 - (h) shall use all reasonable precautionary measures to prevent fraudulent or unauthorized access to and use of any Accounts, Products and Services;
 - (i) shall comply with the applicable terms and conditions imposed by a third party if the Accounts, Products, and Services allow the Customer to enjoy other benefits provided by that third party, including insurance coverage; and

- (j) shall perform any other acts as reasonably required by applicable laws, regulations, and Prince Bank.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. Prince Bank has exclusive rights, titles, and interests in all intellectual property including, but not limited to, trade secret and confidential know-how, website, internet domain name, copyright and other related rights, trademarks, logos, service marks, designs, advertising/promotional material, and circuit layouts, used in connection with the provision of our Products and/or Services. Prince Bank's intellectual property as part of the Products and/or Services may only be used for personal use and reference only, and may not be reproduced, distributed, or transmitted to any person or incorporated into any other document without prior written consent of Prince Bank.

10. INDEMNITIES

- 10.1. The Customer irrevocably and unconditionally agrees to indemnify and hold Prince Bank, its directors, officers, employees, agents, and representatives harmless from and indemnified against all claims, demands, actions, liabilities, damages, costs, losses may suffer, incur, or sustain in connection with or related to:
 - (a) Prince Bank's provision of any Accounts, Products or any Services to the Customer;
 - (b) the Customer's use of Accounts, Products or Services;
 - (c) the Customer's failure to perform or observe any of its obligations under the GTC or any Specific Terms and Conditions; and
 - (d) Prince Bank's acting or declining to act on the Customer's instructions or any instruction or request which Prince Bank reasonably believes to be given by or on behalf of the Customer.For the avoidance of doubt, the foregoing indemnity shall include, without limitation, any liability for taxes and any deficit balances and unrealized losses in any Accounts.

11. LIABILITY OF PRINCE BANK

- 11.1. The Customer agrees that Prince Bank, including, its shareholders, directors, or employees, is not liable to the Customer for any losses suffered or incurred or which may arise directly or indirectly in any way arising from or in any way connected with the Accounts, Products or Services, save that Prince Bank shall only remain liable to the Customer, as applicable, for any direct losses to the extent that the losses are caused by Prince Bank's gross negligence, willful misconduct or fraud. For the avoidance of doubt, Prince Bank will not, in any circumstances, be liable for:
 - (a) any losses incurred by the Customer in respect of any changes to the information provided to Prince Bank that has not been properly notified to Prince Bank;
 - (b) any use of the Accounts, Products, or Services by the Customer or other person with or without the Customer's express or implied permission;
 - (c) inability to use the Accounts, Products, or Services for whatever reason that is beyond the control of Prince Bank;
 - (d) unauthorized access to or any loss or alteration of information or data during processing or transmission;
 - (e) any leakage of the Confidential Information due to the event that is beyond the control of Prince Bank;
 - (f) the Customer's erroneous input of the instruction or information, including, but not limited to, the receiver's information when using the Accounts, Products, or Services;
 - (g) any partial, incomplete, suspended, canceled, delayed, or failed funds transfer, payment, or other transaction to any designated payee or beneficiary under the Accounts, Products, or Services caused by any third-party service provider, insufficient fund, blocking or seizure of the Accounts or of the beneficiary's account, or instruction or order of the regulator or other competent authority or court or due to any reasons beyond Prince Bank's control;
 - (h) error, malfunction or failure of the Accounts, Products, or Services, system, equipment, or telecommunication link failure;
 - (i) loss of data or business which the Customer or agent may suffer;
 - (j) any interruptions to business of the Customer;
 - (k) any failures to realize anticipated savings of the Customer;
 - (l) any consequential, indirect, special, punitive or incidental losses suffered by the Customer;
 - (m) any loss suffered by the Customer as a result of circumstances beyond Prince Bank's reasonable control which prevents Prince Bank from or delay Prince Bank in performing from its obligations to provide the service including acting on a payment order, crediting a

fund transfer to the Customer's account, processing a transaction or crediting the Customer's account;

- (n) Force Majeure Event;
- (o) The breakdown or failure of Prince Bank's equipment of any reason including the loss of electricity power, the breakdown of private or common carrier communication or transmission facilities, mail or courier service, suspension of payments by another bank;
- (p) The Customer's act, omission, negligence, or fault;
- (q) any diminution in the value of funds in any Accounts for any reason whatsoever (for example, fluctuation in exchange rates, Taxes, or depreciation) or the unavailability of such funds on maturity due to restrictions on convertibility, requisition, involuntary transfers, moratoria, exchange controls; or
- (r) the Customer's failure to comply with the GTC or the relevant Specific Terms and Conditions.

11.2. If, as a result of a Force Majeure Event, Prince Bank becomes unable, wholly or in part, to perform any of its obligations under this GTC and any other relevant Specific Terms and Conditions or to provide or maintain the Accounts, Products or Services, Prince Bank will suspend the relevant Accounts, Products or Services until the relevant Force Majeure Event has ceased to affect the availability of the Accounts, Products or Services.

12. SET-OFF

12.1. The Customer agrees to authorize Prince Bank to set-off any outstanding claim against Prince Bank in relation to the Customer's use of the Accounts, Products, or Services against any amount that is or may become due to Prince Bank at any time without obtaining additional consent for the Customer.

12.2. The right set out in Clause 12.1 above applies irrespective of the currency in which such claims are owed and whether or not Prince Bank's or the Customer's claims are present or future, matured or unmatured, actual or contingent and whether such liability is several or joint with another or as principal or surety. Where the exercise of a right of set-off involves a currency conversion, Prince Bank shall apply a currency conversion rate that it considers reasonable.

12.3. This Clause 12 will be without prejudice and in addition to Prince Bank's any other right of set-off, lien, right of retention or withholding or similar right, or requirement to which Prince Bank is at any time otherwise entitled (whether by operation of law, contract or otherwise).

13. DISCLOSURE OF INFORMATION

13.1. The Customer agrees to authorize Prince Bank to disclose any information regarding the Customer including, without limitation to, the Customer's personal information, transactions, financial condition, and Accounts to any or all of the following persons:

- (a) any office, branch, affiliate, subsidiary, directors, shareholders, employee, correspondent bank, third party processor, relevant insurance company or agents, business partner, or agent of Prince Bank;
- (b) any third-party service provider, auditors or professional advisers of Prince Bank under a duty of confidentiality to Prince Bank;
- (c) any regulator, competent authority, and court; or
- (d) any person when required to do so
 - (i) pursuant to court proceedings issued out of any jurisdiction and in accordance with the Cambodian and/or relevant applicable laws and regulations;
 - (ii) in order to verify and enforce Prince Bank's contractual rights and/or obligations or other applicable policies;
 - (iii) in order to detect and protect against fraud or any technical or security vulnerabilities; or
 - (iv) in order to respond to an emergency as deemed necessary by Prince Bank.

14. ANTI-MONEY LAUNDERING, COMBATING THE FINANCING OF TERRORISM AND OF PROLIFERATION OF WEAPON OF MASS DESTRUCTION AND SANCTION CONTROL

14.1. The Customer declares that it is acting on its own behalf and not in a trustee or agency capacity, except otherwise clearly and explicitly disclosed to Prince Bank.

14.2. The Customer agrees to exercise its rights and perform its obligations under this GTC and any other relevant Specific Terms and Conditions in accordance with all applicable laws and regulations on anti-money laundering, combating the financing of terrorism, law on combating the

financing of proliferation of weapon of mass destruction, or economic or trade sanctions laws or regulations applicable to Prince Bank.

- 14.3. The Customer must promptly provide to Prince Bank the information and documents that are within its possession, custody or control reasonably required by Prince Bank in order for Prince Bank to properly comply with any applicable laws and regulations on anti-money laundering, combating the financing of terrorism, law on combating the financing of proliferation of weapon of mass destruction, or economic or trade sanctions laws or regulations applicable to Prince Bank.
- 14.4. Notwithstanding any other provisions contained in this GTC to the contrary, Prince Bank is not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any applicable laws and regulations on anti-money laundering, combating the financing of terrorism, law on combating the financing of proliferation of weapon of mass destruction, or economic or trade sanctions laws or regulations applicable to Prince Bank.

15. TRANSFER OF RIGHTS

- 15.1. The Customer may not transfer or assign any of its rights and obligations under the GTC without the prior written consent of Prince Bank.
- 15.2. The Customer agrees to authorize Prince Bank to assign, novate, transfer, or otherwise deal with all or any of its rights and/or obligations under the GTC without obtaining additional consent of the Customer or any other person.

16. NOTICES

- 16.1. Any notice or other communication in respect of the GTC may be given in any manner set forth below to the address, phone number or email set out in the application form, and will be deemed effective:
- (a) if in writing and delivered in person or by courier, on the date it is delivered;
 - (b) if sent by fax transmission, on the date that transmission is received in legible form;
 - (c) if sent by ordinary mail (not certified or registered mail), on the posting date (at the address to which it is posted) after posting;
 - (d) if sent by certified or registered mail (airmail, if overseas) or equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted; or
 - (e) if sent by email, at the time sent to the relevant recipient unless the sender receives an automated message that the email has not been delivered;
 - (f) if given through phone call to the Customer's mobile phone number registered with or provided to Prince Bank at a later date. In such a case, the Customer hereby irrevocably agrees to authorize Prince Bank to record the Customer's voice and use such voice recording to the extent permitted by the applicable laws and regulations;
 - (g) if sent through the in-app notification which appears in the Customer's device that may contain text, images, and links etc.;
 - (h) if sent through the chat inside any digital channel made available by Prince Bank, including the mobile application;
 - (i) if sent through SMS message to the Customer's phone number registered with Prince Bank.
- 16.2. The Customer agrees that any notice or communication received by one account holder is deemed to be received by the remaining account holders with regard to the joint account.

17. TERMINATION AND SUSPENSION

- 17.1. The Customer agrees that Prince Bank may terminate any Accounts, Products, or Services with immediate effect and without notice:
- (a) if, in Prince Bank's own opinion, acting in accordance with the Customer's instruction or providing any Accounts, Products, or Services to the Customer would cause Prince Bank to be in breach of any applicable laws and regulations, sanctions, or other requirements of any regulator, competent authority and/or court;
 - (b) if Prince Bank is required to do so in compliance with any applicable laws and regulations, sanctions, or requirements of any regulator, competent authority, court, or Prince Bank's internal policy, procedure, and guideline; or
 - (c) in the event a third-party stop providing part of services.
- Upon such termination, the Customer agrees that any obligation due by the Customer to Prince Bank shall become immediately due and payable.

- 17.2. The Customer agrees that Prince Bank may suspend any Accounts, Products, or Services in whole or in part (without prejudice to its right under Clause 17.1 above) for any reasons without prior notice to the Customer in any of the following circumstances:
- (a) the Accounts or the provision of Products or Services is the subject of any disputes or third party claims;
 - (b) Prince Bank considers there is an insufficient balance in the Accounts;
 - (c) Prince Bank considers it is necessary to protect the interests of any party in respect of the Accounts or the provision of Products or Services;
 - (d) Prince Bank considers it necessary to clarify the authority of the authorized person;
 - (e) Prince Bank considers that the Accounts, Products or Services is not being operated in a satisfactory manner; or
 - (f) a third-party stop providing part of the Products and/or Services;
 - (g) Prince Bank is complying with the applicable laws, regulator, competent authority, or court order;
 - (h) Prince Bank notices any suspicious transactions and activities regarding the Accounts, Products, and Services; or
 - (i) Prince Bank reasonably believe that the Customer has committed fraud, acted unlawfully, or breached the GTC or any Specific Terms and Conditions.
- 17.3. Any termination of the Accounts, Products or Services is without prejudice to any Prince Bank's right prior to the termination.
- 17.4. Upon termination of the Accounts:
- (a) Prince Bank may debit any and all charges and expenses in connection with the termination and any amount owed by the Customer to Prince Bank under this GTC and any other relevant Specific Terms and Conditions; and
 - (b) If there remains a balance after the deduction, the Customer agrees to authorize Prince Bank to transfer the remaining balance to the Customer's other account maintained at Prince Bank or issue a check payable to the Customer and mail it to the Customer at its last known address, at the Customer's own risk and expense without obtaining additional consent from the Customer.

18. AMENDMENT

- 18.1. The Customer agrees to authorize Prince Bank to change, suspend, add, or cancel any or all Accounts, Products or Services and/or make any amendments to any provision of the GTC ("**Amendment**") at any time, provided that a notice (in a practical way) is given to the Customer through any of Prince Bank's available means of communication, including Prince Bank's official website. The Customer has the rights to stop using any Accounts, Products or Services and Prince Bank has the rights to terminate the Customer's usage of such Accounts, Products or Services pursuant to its internal policy, operating procedure, and guideline/process in case the Customer disagrees with the amendment as notified to the Customer by Prince Bank. The Customer agrees that if the Customer continues to use any Accounts, Products or Services after Prince Bank provides the notice on the change thereof, the Customer thereby accepts the changes to such Accounts, Products or Services or terms and agree to be bound by the GTC as amended.

19. TAXES

- 19.1. All interest earned or any earning from the usage of the Accounts, Products and Services are subject to the applicable taxes and Prince Bank reserves its rights to deduct and withheld taxes from the actual interest earned in order to make payment to tax authority on behalf of the Customer.

20. CUSTOMER COMPLAINT HANDING

- 20.1. If the Customer has any concern, any complaint, or need any clarification related to the opening, general operations, and closure of any Accounts as well as the provision of Products, and Services or this GTC, the Customer can contact Prince Bank's Call Centre Hotline number: **1800 20 8888** to seek clarification or to file the complaint. In such a case, the Customer shall provide Prince Bank all relevant information and supporting documents.
- 20.2. The Customer agrees:
- (a) that, with its best effort, Prince Bank will resolve the complaint in accordance with its relevant and applicable policies, operating procedures, and internal guidelines/process and the applicable law and regulations on the resolution of consumer complaint;

- (b) to fully cooperate with Prince Bank in resolving the complaint/dispute as reasonably required by Prince Bank, including, but not limited to, the Customer's physical presence at any of Prince Bank's operating branches within the timeline as determined and notified to the Customer and the provision of any information or documents at Prince Bank's reasonable request, failure of which the Customer is deemed to agree and accept the complaint/dispute resolution as resolved by Prince Bank according to its applicable policies, procedures, and operating guidelines/process.

21. GOVERNING LAW AND JURISDICTION

- 21.1. The GTC is governed by and shall be construed in accordance with the Cambodian applicable law. Any dispute arising out of or in connection with the GTC shall be settled in an amicable manner. Otherwise, the dispute shall be referred to and finally settled by the competent courts of the Kingdom of Cambodia.

22. MISCELLANEOUS

- 22.1. This GTC constitutes the entire agreement between Prince Bank and the Customer in respect of the Accounts, Products, and Services and supersedes all prior agreements, arrangements, undertakings, understandings, or statements regarding the subject matter.
- 22.2. If any part of this GTC is found by a court or other competent authority to be void or unenforceable, such provision shall be deemed deleted from this GTC and the remaining provisions shall continue to be in full force and effect.
- 22.3. A failure to exercise or a delay in exercising a right or remedy provided by the GTC or by the applicable laws and regulations does not impair or constitute a waiver of the Prince Bank's right or remedy. No single or partial exercise of a right or remedy provided by the GTC, or the applicable laws and regulations prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 22.4. Waivers of any of Prince Bank's rights or powers and consents shall only be valid if signed by an authorized representative of Prince Bank in writing. Waivers and consents may be given by Prince Bank at its absolute discretion.
- 22.5. If a Customer opens an Account jointly with other Customers, each account holder shall be jointly and severally liable for the performance of the obligations under the GTC.
- 22.6. In the event of any inconsistency between the Khmer version of the GTC and its translation in other language, the Khmer version shall prevail.
- 22.7. In the event of any inconsistency among the following documents, unless otherwise stated in the relevant document, the order of precedence will be:
 - (a) the specific agreement;
 - (b) the Specific Terms and Conditions;
 - (c) GTC; and
 - (d) the form.

Annex 1
Defined Terms and Definitions

- “Accounts”** : means all types of accounts currently available at Prince Bank, including current account, savings account (“**CASA**”) and term deposit account (“**Term Deposit Account**”) held by the Customer and any other accounts which Prince Bank may introduce from time to time.
- “Business Day”** : means a day, except Saturday, Sunday, and public holiday, on which Prince Bank is opened for the transaction of regular business activities as provided under this GTC and others Specific Terms and Conditions.
- “Cleared Fund”** : means funds deposited into or standing to the credit of any Account that Prince Bank has received full and final payment that cannot be reversed or cancelled.
- “Customer”** : means an individual at least 18 years old who is a natural person, either Cambodian or foreign national, who legally resides in Cambodia and a legal entity duly established and registered under the applicable laws and regulations of the Kingdom of Cambodia or any foreign country. A reference to one Customer in this GTC means a reference to each of the account holders of the joint account.
- “Force Majeure Event”** : means an event beyond the control of Prince Bank, which prevents Prince bank from complying with any of its obligations under this GTC, including but not limited to:
1. act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
 2. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
 3. rebellion, revolution, insurrection, or military or usurped power, or civil war;
 4. riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or
 5. acts or threats of terrorism.
- “Products”** : means all banking products offered by Prince Bank.
- “Services”** : means all kind of services provided by Prince Bank to the Customer in respect of or in relation to the operation of the Accounts.