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General Terms and Conditions

The opening, general operations and closing of Accounts, Products and Services at PRINCE BANK PLC.. are governed by these general terms and conditions (“**GTC**”) and any specific terms and conditions (“**Specific TC**”) that are applicable to each specific Products and Services, which may be added to, amended, varied, rescinded and modified from time to time at PRINCE BANK PLC.’s sole discretion with or without prior notice and the Client hereby agrees to abide and continue to be bound by these GTC and Specific TC, including its amendments, variations, rescissions and modifications thereof and its publishing on the official website of PRINCE BANK PLC., as provided below:

1. GENERAL CONDITIONS

Unless mentioned differently by Specific TC, the following GTC shall be applicable to all Accounts, Products and Services provided by PRINCE BANK PLC. The Client must carefully read and comprehend each and every term and condition hereof, including any amendments, variations, rescissions and modifications from time to time prior to using any Accounts, Products, and Services or interacting with official from PRINCE BANK PLC.

2. TERMS AND DEFINITIONS

Unless defined herein, all capitalized terms used in GTC shall have the meanings given to them respectively as provided in **Annex 1 (Defined Terms and Definitions)** to GTC.

3. CLIENT’S OBLIGATIONS

In order to obtain and utilize Accounts, Products and Services from PRINCE BANK PLC., the Client agrees:

3.1. Information

- A. to produce valid registration or identification documents and such other documents as determined by PRINCE BANK PLC. from time to time for the opening/closing or operating of Accounts, Products, and Services with PRINCE BANK PLC.;
- B. to provide PRINCE BANK PLC. with all information and documentation as PRINCE BANK PLC. may reasonably request from time to time. The Client acknowledges that all information provided to PRINCE BANK PLC. shall be accurate, complete, up to date and not misleading. The Client shall ensure that all documents furnished to PRINCE BANK PLC. remain valid at all times;
- C. to notify PRINCE BANK PLC. in writing as soon as possible of any changes to information previously furnished to PRINCE BANK PLC. such as a change in signature/signatories, change in address or any other personal or corporate information. The Client also agrees that until the Client has duly notified PRINCE BANK PLC. of such changes and PRINCE BANK PLC. has had a reasonable opportunity to act on such notification, PRINCE BANK PLC. may rely on the information previously furnished to it. PRINCE BANK PLC. will not be held liable for any losses incurred by the Client in respect of any changes that have not been properly reported to PRINCE BANK PLC.;
- D. to provide PRINCE BANK PLC. with all necessary information and documentation as PRINCE BANK PLC. may reasonably request from time to time with regard to Accounts, Products and Services;
- E. to undertake that any Accounts maintained and operated with PRINCE BANK PLC. as well as all documents including but not limited to passbooks, checkbooks, and deposit acknowledgement slip issued by PRINCE BANK PLC. with respect of any Accounts may

- not be used as collateral in any form whatsoever, whether registered or not, by Client without expressed written consent from PRINCE BANK PLC. which has the discretion to withhold the consent without being obliged to give any reason for such refusal;
- F. to inform PRINCE BANK PLC. as soon as practicable of any errors, disputes or suspicion of fraud or illegality in respect of any Accounts, Products and Services or any Instruction given to PRINCE BANK PLC. regarding the use of the relevant Accounts, Products and Services;
 - G. to verify and ensure that all particulars in the deposit, transfer or withdrawal slips are duly completed and accurate and any changes to the relevant slips must be signed in full by the Client. PRINCE BANK PLC. reserves the right to amend/alter in case of wrong addition and/or errors; and
 - H. to inform PRINCE BANK PLC. as soon as practicable of the occurrence of any breach or potential breach of any provision of this GTC and any other relevant Specific TC.

3.2. Duty of Care

- A. to obtain all necessary approvals which may be required by any applicable laws and regulations including any authorization, if applicable, from the appropriate Authority to enable the Client to open, maintain and operate Accounts, Products and Services with PRINCE BANK PLC.;
- B. to comply with all instructions and procedures that PRINCE BANK PLC. may from time to time impose 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 PLC. may use to establish authenticity and validity of any Instruction or prior to carrying out any Accounts, Products, and Services or part thereof;
- C. to make its own assessment as to whether it is subject to any legal, regulatory or tax obligations or duties in respect of any Accounts, Products and Services and at all times comply with such applicable legal, regulatory and tax obligations and duties. The Client acknowledges that PRINCE BANK PLC. is not providing any legal, tax or accounting or any other professional advice in respect of any Accounts, Products and Services, or any advice regarding the suitability or profitability of any transactions associated with any Accounts, Products and Services; and
- D. to use all reasonable precautionary measures to prevent fraudulent or unauthorized access to and use of any Accounts, Products and Services.

3.3. Authorized Person

that:

- A. each Authorized Person is authorized by the Client to give Instructions, perform any acts or obligations under GTC and any other relevant Specific TC for and on behalf of the Client that binds Client under GTC and any other relevant Specific TC and any transactions observed in relation to any Accounts, Products and Services.
- B. Client is responsible to PRINCE BANK PLC. for Instructions signed, initiated, sent or given by the Authorized Person and all acts of the Authorized Person (including fees, charges and liabilities incurred or to be incurred or arising from such Instructions or acts).
- C. PRINCE BANK PLC. may rely on any Instructions or agreements signed, initiated, sent or given by the Authorized Person which purports or appears to be genuine and to have been signed, initiated, sent or given by the Authorized Person by whom it purports to be signed, initiated, sent or given, notwithstanding that the Client subsequently alleges that such Instructions or agreements is not authorized by the Client.

- D. each Authorized Person will continue to be authorized until such time as PRINCE BANK PLC. receives a duly written notice from the Client in a prescribed form by PRINCE BANK PLC. to the contrary and until receipt of such notification, PRINCE BANK PLC. will be entitled to rely on, and will be fully protected in acting on, the information relating to the Authorized Person previously provided to it.
- E. PRINCE BANK PLC. may require each the Authorized Person to be identified in according to any applicable laws and regulations of the Kingdom of Cambodia or any other requirement reasonably specified by PRINCE BANK PLC. from time to time. PRINCE BANK PLC. may, in its discretion, not process or act on any Instruction until it has completed the verification processes of identity checks required by all applicable laws and regulations.

4. ACCOUNTS AND SERVICES

- 4.1. PRINCE BANK PLC. shall open and maintain one or more Accounts for the Client from time to time currently available as agreed by PRINCE BANK PLC..

In respect of any Accounts:

- i. CASA and Term Deposit: the Client may open and maintain any of current account, saving account and foreign currency account (“**CASA**”) and term deposit account (“**Term Deposit**”) with PRINCE BANK PLC. and subject to CASA and Term Deposit Specific TC;
 - ii. if the country of origin of any currency restricts the availability, credit or transfers of any funds in that currency, PRINCE BANK PLC. will have no obligation to pay, from any Accounts, such funds in that currency. PRINCE BANK PLC. may (but shall not be obliged to) discharge its obligations with respect to such funds by paying to the Client, at any time (whether before or after maturity), such funds in any other currency at any exchange rate and in any manner as PRINCE BANK PLC. may determine at its discretion. The Client agrees that any such payment shall constitute good, valid and complete discharge of PRINCE BANK PLC.’s obligations to the Client with respect to such funds;
 - iii. without prejudice to the above, the Client hereby acknowledges that all deposits in the foreign currency account (“**Foreign Currency Account**”) are subject to fluctuations in prevailing market conditions which upon maturity may result in either gains or losses to earnings and/or investments; and
 - iv. the Client hereby acknowledges also that opening of any Foreign Currency Account may be subject to such terms and conditions as may be imposed by PRINCE BANK PLC. from time to time.
- 4.2. Deposits and Receipts.

A. In connection with any cash deposits into any Accounts:

- i. All deposits shall be accompanied by a prescribed deposit slip and such deposit will be subject to such limits as PRINCE BANK PLC. may specify. PRINCE BANK PLC. shall be entitled to refuse any cash for deposit if, in its sole determination, PRINCE BANK PLC. is unable to satisfy itself as to the origin of any such cash;
- ii. if PRINCE BANK PLC. agrees to accept cash deposits in a currency other than Khmer Riel (KHR), the Client agrees that PRINCE BANK PLC. may convert that cash received from the Client into USD at the Applicable Rate; and
- iii. the Client hereby acknowledges and agrees that deposit slips are not valid receipts or documents of title. If the amount indicated on the deposit slip differs from that of PRINCE BANK PLC.’s cash count, PRINCE BANK PLC.’s cash count shall be final and conclusive.

- B. In connection with any check deposits made into any Accounts:
- i. when checks (whether drawn on domestic banks or foreign) are deposited for credit to the Account, PRINCE BANK PLC. is not obliged to credit the Accounts immediately and may not credit the Accounts, until and unless the proceeds are considered to be Cleared Fund.
 - ii. PRINCE BANK PLC. will debit Accounts with the credited amount, together with all applicable charges, interests and commissions relating thereto, if the cheque is subsequently dishonoured or unpaid for any reason.
 - iii. PRINCE BANK PLC. shall have absolute discretion to accept or refuse any cheque for deposit which in PRINCE BANK PLC.'s opinion are irregular in any manner or which have been altered in any way notwithstanding that the alteration has been countersigned by the drawer. All checks deposited are received by PRINCE BANK PLC. as an agent for collection. PRINCE BANK PLC. may in its discretion process a cheque even if there is a difference in the beneficiary name specified on the cheque as compared to the account name of the Client. Dishonoured checks may be returned by post to the Client, at its last known address, at the Client's own risk and expense.
 - iv. PRINCE BANK PLC. may agree with banks or clearing houses to vary any procedures and timelines relating to the collection of returned checks or any other items. PRINCE BANK PLC. is not and will not be responsible for actions taken by such banks (or their agents) or clearing houses or for the loss or destruction of any such items in possession of such banks or clearing houses or while in transit. The Client agrees to use reasonable efforts to assist PRINCE BANK PLC. in locating or obtaining replacements of items lost while in PRINCE BANK PLC.'s possession.
- C. In respect of any funds received by PRINCE BANK PLC. for Accounts of Client:
- i. unless otherwise notified by PRINCE BANK PLC. to the Client, any such funds shall be made available for use by the Client in accordance with PRINCE BANK PLC.'s usual policy and practices for receipt of funds.
 - ii. if the Client instructs PRINCE BANK PLC. to deposit funds into a particular account and the funds received by PRINCE BANK PLC. are in a currency which is different from that of such Accounts, PRINCE BANK PLC. shall convert the sum received into the currency of such Accounts at the Applicable Rate.

4.3. Withdrawals and Payments:

- A. In respect of any withdrawals from Accounts or payments Instruction by the Client:
- i. All withdrawals shall be accompanied by a prescribed deposit slip, presentation of the passbook or any other form of identity and may subject to such proof of identity being produced as PRINCE BANK PLC. may require, PRINCE BANK PLC. will, subject to any limit agreed or imposed by PRINCE BANK PLC., allow withdrawals from such Accounts:
 - a) If the Client has Cleared Fund in such Accounts at least equal to withdrawals amount as clearly determined by the Client; and
 - b) if withdrawals, including any Instruction, is duly completed in compliance with GTC and CASA and Term Deposit Specific TC.
 - ii. Any withdrawals via the Automated Teller Machines ("ATM") shall be in accordance with the applicable ATM Specific TC.
- B. Instructions
- i. PRINCE BANK PLC. will process any Instruction on the payments date specified by the Client, provided:
 - a) the Instruction has been duly received by PRINCE BANK PLC. prior to the relevant Cut-off Time;

- b) the payments are within any processing limits set by PRINCE BANK PLC. or threshold or authorisation limits set by the Client (where applicable converted into the relevant currency at Applicable Rate); and
 - c) the Accounts has sufficient Cleared Fund or adequate credit arrangements in place to make the payments specified in the Instruction;
 - ii. if an Instruction is received on or specifies a payment date falling on a non-Business Day, the payment will be processed on the next Business Day, unless otherwise agreed between PRINCE BANK PLC. and the Client.
 - iii. PRINCE BANK PLC. is, on receipt of an Instruction, authorised to debit the relevant Accounts for the amount of the payment and to deduct any applicable commission, fees, charges and expenses.
 - iv. unless specified by the Client in any Instruction, PRINCE BANK PLC. may determine the order of priority of any payment in any Instruction.
 - v. notwithstanding any Instruction by the Client to the contrary, PRINCE BANK PLC. reserves the right to use any Third Party in the execution of any funds transfer Instruction and may otherwise use any means of executing the funds transfer Instruction which PRINCE BANK PLC. deems reasonable in the circumstances.
 - vi. the Client declares and undertakes to PRINCE BANK PLC. that any payment processed by PRINCE BANK PLC. in accordance with any Instruction, will not breach any laws and regulations of the Kingdom of Cambodia, sanction or requirement of any competent Authority or any term of GTC and any other relevant Specific TC, and that the Client will not make or allow to be made any payment for any illegal or fraudulent purpose.
 - vii. where PRINCE BANK PLC. has agreed to accept prior dated payment Instruction, the Client acknowledges and agrees, any payment processed under a prior dated Instruction submitted by the Client will be processed for value on the day it is received by PRINCE BANK PLC. 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.
 - viii. any Services involving an account with another financial institution will be subject to that financial institution sending the required information to or carrying out transfer instructions from PRINCE BANK PLC. within the required time.
- C. Cash Checking and Counting
 - i. before leaving the counter, the Client shall count and check cash as well as perform other information check in the presence of the assigned staff of PRINCE BANK PLC.;
 - ii. the Client needs to verify all detailed information for payments before requesting the Services;
 - iii. the withdrawals and payments from specific Accounts shall depend on specific Accounts operation mode as set by the Client on operating account rule; and
 - iv. from time to time, any changes made on operating account rule and/or mode shall require the Client to make a written request to PRINCE BANK PLC. in a prescribed form.
- 4.4. Dormant Account: Accounts for which no activity has occurred for a specific period of time as determined by the applicable law is considered to be a dormant account (inactive account) ("**Dormant Account**") and any fees assessed will be directly debited from that account as determined by PRINCE BANK PLC.. The credit balance of the Dormant Account with PRINCE BANK PLC. shall be transferred to NBC accordingly.
- 4.5. Freezing Accounts: PRINCE BANK PLC. shall at any time be entitled to at its discretion and without prior notice refrain from effecting or carrying out any transactions including but not limited to withdrawals, transfers or payments or any other instruments or any Instructions

to effect receipt of payments into any freezing accounts (“Freezing Accounts”), upon the occurrence of any one of the following:

- A. PRINCE BANK PLC. has received any request from the competent Authority, including but not limited to NBC or court to freeze any Accounts regardless of whether the relevant Authority has the legal or valid authority to so request PRINCE BANK PLC.;
- B. PRINCE BANK PLC. has been notified of an act of bankruptcy and/or petition for winding up or for bankruptcy has been presented;
- C. PRINCE BANK PLC. has been notified concerning any opposing or adverse or conflicting claims by directors or shareholders or the other joint account holders or by any person alleging to be directors or shareholders or the other joint account holders in relation to any Accounts;

5. ANTI-MONEY LAUNDERING, COMBATING THE FINANCING OF TERRORISM AND SANCTION CONTROL

- 5.1. Notwithstanding any other provisions contained in GTC to the contrary, PRINCE BANK PLC. 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 or economic or trade sanctions laws or regulations applicable to PRINCE BANK PLC..
- 5.2. The Client must promptly provide to PRINCE BANK PLC. the all information and documents that are within its possession, custody or control reasonably required by PRINCE BANK PLC. in order for PRINCE BANK PLC. to properly comply with any applicable laws and regulations on anti-money laundering, combating the financing of terrorism or economic or trade sanctions laws or regulations applicable to PRINCE BANK PLC..
- 5.3. The Client agrees that PRINCE BANK PLC. may disclose any information and documents concerning Client and Client’s Accounts to any Authority where required by applicable laws and regulations applicable to PRINCE BANK PLC..
- 5.4. The Client agrees to exercise its rights and perform its obligations under GTC and any other relevant Specific TC in accordance with all applicable laws and regulations on anti-money laundering, combating the financing of terrorism or economic or trade sanctions laws or regulations applicable to PRINCE BANK PLC..
- 5.5. The Client declares that it is acting on its own behalf and not in a trustee or agency capacity, unless otherwise clearly and explicitly disclosed to PRINCE BANK PLC..

6. STATEMENTS OF ACCOUNTS, CONFIRMATION ADVICE AND REPORTING SERVICES

- 6.1. Accounts’ statement, confirmation advice or report (whether in paper format or through any other means) may be provided to the Client (as agreed with the Client) or made accessible to the Client on monthly or such other intervals as PRINCE BANK PLC. may agree with the Client.
- 6.2. The Client shall verify the correctness and accuracy of all Accounts’ statement as provided, confirmation advice or report received from PRINCE BANK PLC. and, unless the Client informs PRINCE BANK PLC. in writing within 5 (five) Business Day from the date of the Accounts’ statement or confirmation advice of any errors, irregularities, omissions, inaccuracies or discrepancies in the entries therein, such entries shall be deemed correct, accurate and shall be conclusive and binding.
- 6.3. Notwithstanding Clause 6.2 above, PRINCE BANK PLC. may at any time rectify errors or omissions in any statement, confirmation advice or report which, once so rectified, shall be final and binding on the Client. PRINCE BANK PLC. has the right to demand the refund of, and to debit any Accounts for, any overpayment arising from such errors or omissions.

6.4. Any report provided by PRINCE BANK PLC. that is computer generated requires no signature and is to be read in conjunction with the relevant Accounts' statement.

7. COMMISSIONS, FEES, CHARGES, EXPENSES AND TAXES

- 7.1. The Client shall pay, without set-off, deduction or counterclaim, all commissions, fees, charges and expenses in respect of the Accounts, Products and Services at such rates and at such times as noticed by PRINCE BANK PLC. to the Client, including where applicable as provided in any Specific GTC, Standard Rate and Fee Specific TC, or Forms.
- 7.2. Unless otherwise agreed with PRINCE BANK PLC., no invoice for any commissions, fees, charges and expenses will be issued by PRINCE BANK PLC. and any such amount owed by the Client may be debited from Accounts notwithstanding that such debiting would result in or increase a debit balance in relevant Accounts.
- 7.3. Any such commissions, fees, charges or expenses deducted from Accounts shall be reflected in the relevant Accounts' statement.
- 7.4. The Client will pay all Taxes applicable to it and payable in connection with any Accounts or Services and, where applicable, PRINCE BANK PLC. may debit any such Taxes from Accounts at the time related to commissions, fees, charges and expenses.
- 7.5. PRINCE BANK PLC. may be required by applicable laws and regulations of the Kingdom of Cambodia or agreements or arrangements with any local or foreign Authority to deduct or withhold from payments made to the Client in connection with Accounts. Where PRINCE BANK PLC. is required to make a deduction or withholding, the Client hereby acknowledges and agrees that the relevant payments will be reduced by the amount of that deduction or withholding.
- 7.6. If the Client is required by any applicable laws and regulations to make any deduction or withholding for or on account of Taxes, the sum payable by the Client to PRINCE BANK PLC. (in respect of which such deduction is required to be made) shall be increased to the extent necessary to ensure that PRINCE BANK PLC. receives a sum net of any deduction or withholding equal to the sum which it would have received had no such deduction been made or required to be made. The Client shall make that deduction and any payment required in connection with that deduction within the time allowed and in the minimum amount required by applicable laws and regulations.

8. TERMINATION AND SUSPENSION

- 8.1 PRINCE BANK PLC. may terminate Accounts or Services with immediate effect and without prior notice:
 - A. if, in PRINCE BANK PLC.'s own opinion, acting under the Client's Instruction or providing any Accounts or Services to the Client would cause PRINCE BANK PLC. to be in breach of any applicable laws and regulations of the Kingdom of Cambodia, sanctions or other requirements of any competent Authority;
 - B. if PRINCE BANK PLC. is required to do so in compliance with any applicable laws and regulations of the Kingdom of Cambodia, sanctions or requirements of any competent Authority or PRINCE BANK PLC.'s internal policy; or
 - C. in the event a Third Party stops providing part of Services. Upon such termination, any obligation due by the Client to PRINCE BANK PLC. shall become immediately due and payable.
- 8.2 PRINCE BANK PLC. may suspend Accounts, Products or Services in whole or in part (without prejudice to its right under Clause 8.1) for any reasons without prior notice to the Client including, without limitation, where:
 - A. Accounts or the provision of Products or Services is the subject of any disputes or third party claims;

- B. PRINCE BANK PLC. considers there is an insufficient balance in Accounts;
 - C. PRINCE BANK PLC. considers it necessary to protect the interests of any party in respect of Accounts or the provision of Products or Services;
 - D. PRINCE BANK PLC. considers it necessary to clarify the authority of the Authorised Person;
 - E. PRINCE BANK PLC. considers that Accounts, Products or Services is not being operated in a satisfactory manner;
 - F. a Third Party stops providing part of Products and/or Services; or
 - G. PRINCE BANK PLC. will, to the extent permitted by applicable laws and regulations, advise the Client as soon as practicable if Accounts or provision of Products or Services is suspended.
- 8.3 Any termination or suspension of Accounts, Products or Services shall be without prejudice to any outstanding Instruction or any right or obligation which may have arisen between PRINCE BANK PLC. and the Client prior to such termination or which is expressed in GTC to survive termination of GTC.
- 8.4 Upon termination of Accounts:
- A. PRINCE BANK PLC. may debit any and all charges and expenses in connection with such termination and any amount owing by the Client to PRINCE BANK PLC. under GTC and any other relevant Specific TC; and
 - B. if there remains a credit balance after such debiting, PRINCE BANK PLC. may at its discretion transfer such credit balance by such means of remittance as PRINCE BANK PLC. deems appropriate to such account (including Accounts with another branch of PRINCE BANK PLC.) as it deems fit or by means of a draft payable to the Client, mailed to the Client at its last known address, at the Client's own risk and expense.
- 8.5 Any other provisions which by their nature are intended by the parties to survive termination will survive the termination of Accounts, Products or Service or GTC.

9. INDEMNITIES

- 9.1 Each amount due and payable by the Client to PRINCE BANK PLC. under GTC and any other relevant Specific TC will be made in the Agreed Currency as determined the Client and PRINCE BANK PLC.. If, for any reason the amount so received by PRINCE BANK PLC. (converted at the Applicable Rate where applicable) falls short of the amount in the Agreed Currency payable to PRINCE BANK PLC., the Client will, to the extent permitted by applicable laws and regulations of the Kingdom of Cambodia, immediately pay such additional amount in the Agreed Currency as may be necessary to compensate for the shortfall.
- 9.2 The Client irrevocably and unconditionally agrees to indemnify and keep PRINCE BANK PLC. and its directors, officers, employees, agents and representatives 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 PLC. providing any Accounts, Products or any Services to the Client (b) the Client's use of Accounts, Products or Services (c) failure by the Client to perform or observe any of its obligations under GTC or any Specific TC (d) PRINCE BANK PLC. acting or declining to act on the Client's Instructions or any instruction or request which PRINCE BANK PLC. reasonably believes to be given by or on behalf of the Client. For the avoidance of doubt, the foregoing indemnity shall include, without limitation, any liability for Taxes and any deficit balances and unrealised losses in any Accounts.
- 9.3 Without prejudice to Clause 9.2, the Client irrevocably and unconditionally agree to indemnify and keep PRINCE BANK PLC. indemnified and its directors, employees, agents and representatives from and against all losses which PRINCE BANK PLC. and its directors,

officers, employees, agents and representatives may suffer, incur or sustain as a result of PRINCE BANK PLC. acting on Instruction of the Client.

- 9.4 PRINCE BANK PLC. may pay immediately any and all amounts claimed from it or which PRINCE BANK PLC. may become liable to pay under or in connection with PRINCE BANK PLC.'s liability without any reference to or further authority from the Account Holder and without being under any duty to enquire whether any claims on PRINCE BANK PLC. are properly made, even if the Account Holder disputed the validity of any such claims, and the Account Holder shall accept any claim on PRINCE BANK PLC. and any payment which PRINCE BANK PLC. makes as binding on the Account Holder. The amounts paid by PRINCE BANK PLC. shall be debited from any Accounts maintained by the Account Holder with PRINCE BANK PLC.

10 LIMITATION OF LIABILITY

- 10.1 PRINCE BANK PLC. shall not be liable to the Client for any losses suffered or incurred or which may arise directly or indirectly in any way arising from or in any way connected with Accounts, Products or Services, save that PRINCE BANK PLC. shall remain liable to the Client, as applicable, for any direct losses to the extent only that, that losses is caused by PRINCE BANK PLC.'s gross negligence, willful misconduct or fraud. Notwithstanding the above, PRINCE BANK PLC. will not in any circumstances be liable for:
- A. any losses incurred by Account Holder in respect of any changes to the information provided to PRINCE BANK PLC. that has not been properly notified to PRINCE BANK PLC.;
 - B. loss of data or business which the Client or agent may suffer;
 - C. any interruptions to business;
 - D. any failures to realize anticipated savings; or
 - E. any consequential, indirect, special, punitive or incidental losses.
- 10.2 Notwithstanding the foregoing, PRINCE BANK PLC. shall not be responsible or liable for any losses incurred or sustained by the Client due to Force Majeure Event. If, as a result of a Force Majeure Event, PRINCE BANK PLC. becomes unable, wholly or in part, to perform any of its obligations under GTC and any other relevant Specific TC or to provide or maintain Accounts, Products or Services, PRINCE BANK PLC. 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.
- 10.3 PRINCE BANK PLC. assumes no liability for 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 any Force Majeure Event.

11 SET-OFF

- 11.1 PRINCE BANK PLC. may, at any time, where permitted by applicable laws and regulations of the Kingdom of Cambodia and without notice to Client, set-off any outstanding claim against PRINCE BANK PLC. against any amount that is or may be become due to PRINCE BANK PLC..
- 11.2 The right set out in Clause 11.1 above applies irrespective of the currency in which such claims are owed and whether or not PRINCE BANK PLC.'s or the Client'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 PLC. shall apply a currency conversion rate

that it considers reasonable. If any claim is unascertained, PRINCE BANK PLC. may, in good faith, value that claim.

11.3 Nothing in this Clause 11 will be effective to create a charge or other security interest. This Clause 11.3 will be without prejudice and in addition to any right of set-off, offset, combination of accounts, lien, right of retention or withholding or similar right or requirement to which any party is at any time otherwise entitled or subject (whether by operation of law, contract or otherwise).

12 DISCLOSURE OF INFORMATION

The Client agrees and acknowledges that PRINCE BANK PLC. is authorised to disclose any information regarding the Client (including, without limitation, relating to any of its transactions, its financial condition, its Accounts) to any or all of the following persons:

- A. any actual or proposed assignee of PRINCE BANK PLC., or participant or sub-participant in or transferee of any of its rights in relation to the Client under a duty of confidentiality to PRINCE BANK PLC.;
- B. any office, branch, affiliate, subsidiary, employee or agent of PRINCE BANK PLC.;
- C. any auditors or professional advisers of PRINCE BANK PLC. under a duty of confidentiality to PRINCE BANK PLC.;
- D. any third party services provider to PRINCE BANK PLC.;
- E. any relevant Authority;
- F. any person when required to do so pursuant to a court process issued out of any applicable jurisdiction;
- G. any person when otherwise required to do so in accordance with the applicable laws and regulations of the Kingdom of Cambodia; and
- H. any local or foreign Authority with whom PRINCE BANK PLC. has an agreement or arrangement which requires the Client or account information to be disclosed, whether the disclosure is made directly by PRINCE BANK PLC..

13 WAIVERS

Waivers of any of PRINCE BANK PLC.'s rights or powers and consents by PRINCE BANK PLC. shall only be valid if signed on behalf of PRINCE BANK PLC. in writing in accordance with the applicable laws and regulations of the Kingdom of Cambodia. Waivers and consents are given by PRINCE BANK PLC. in its absolute discretion.

14 TRANSFER OF RIGHTS

14.1 The Client may not transfer or assign any of its rights and obligations under GTC without the prior written consent of PRINCE BANK PLC..

14.2 The Client agrees that PRINCE BANK PLC. may assign, novate, transfer or otherwise deal with all or any of its rights and/or obligations under GTC with or without Client's (or any other person's) consent and:

- A. The Client shall execute such documents as are necessary to release PRINCE BANK PLC. to the extent of the transfer or assignment and join the transferee or assignee as a party.
- B. In the event of such assignment and/or transfer to any person by PRINCE BANK PLC., the Client shall thereafter deal solely with the assignee or transferee with respect with any matters as provided under GTC.

15 MISCELLANEOUS

- 15.1 Unless it is expressly states otherwise a person who is not a party to this Agreement shall have no rights to enforce any provision herein. For the avoidance of doubt, consent of any person not a party this Agreement is not required to amend this Agreement.
- 15.2 This Agreement comprises the entire agreement between PRINCE BANK PLC. and the Client in respect of Accounts held by, and Services provided to, the Client. No other communication between PRINCE BANK PLC. or its representatives and the Client forms part of GTC. To the fullest extent permitted by applicable laws and regulations of the Kingdom of Cambodia and unless stated in GTC, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in any way to Accounts, Products or Services are excluded.
- 15.3 The invalidity, illegality or unenforceability of a provision of GTC does not affect or impair the continuation in force of the remainder of GTC. The Client hereby agrees that PRINCE BANK PLC. may substitute any invalid or unenforceable provision with a valid and enforceable provision which achieves, to the greatest extent possible, the economic, legal and commercial objectives of the invalid or unenforceable provisions.
- 15.4 A failure to exercise or a delay in exercising a right or remedy provided by GTC or by applicable laws and regulations does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by GTC or by applicable laws and regulations prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 15.5 If the Client comprises more than one person or the Client holds Accounts jointly with another person, each Account holder shall be jointly and severally liable for the Client's obligations under GTC and references to the Client in GTC means each of those Account holders.
- 15.6 The GTC may consist of a number of copies, each signed by one or more parties. Such signed copies form one document.
- 15.7 Inconsistency:
- A. In the event of any inconsistency between the English version of GTC and any translation of GTC, the Khmer version shall prevail.
 - B. In the event of any inconsistency between the following documents, unless otherwise stated in the relevant document, the documents will be interpreted in the following order of priority:
 - i. the Specific TC;
 - ii. the Forms;
 - iii. the specific agreement;

16 NOTICES

- 16.1 Any notice or other communication in respect of GTC may be given in any manner set forth below to the address, number or email set out in the Application Form, and will be deemed effective as indicated:
- 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 5th Business Day (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.

16.2 Any notice or communication to PRINCE FINANCE PLC will only be effective if it is expressly marked for the attention of the department or officer as PRINCE BANK PLC. may notify the Client from time to time.

17 GOVERNING LAW AND JURISDICTION

17.1 Unless specified otherwise, GTC is governed by and construed in accordance with the applicable laws of the Kingdom of Cambodia.

17.2 In the event a dispute arises in connection with GTC, the parties shall be settled in an amicable manner. If a settlement agreement cannot be reached, the dispute shall be submitted to the competent courts of the Kingdom of Cambodia.

18 TAXES

All interest earned, Accounts, Products and Services undertaken by the Account Holder/Client under GTC and any Specific TC are subject to the applicable Taxes determined by RGC from time to time. PRINCE BANK PLC reserves its rights to make any deduction from the actual interest earning from Accounts, withheld and make payment directly the RGC's tax agency on behalf of the Account Holder/Client.

19 INTEREST RATES, FEES AND CHARGES

19.1 All Accounts are subjected to specific service-related fees and charges which are set in PRINCE BANK PLC. "Standard Rate and Fee Specific TC" and PRINCE BANK PLC. has the right to make an amendment from time without prior notice to you.

19.2 Upon your Accounts being opened or services have been or are being provided, you agree to pay PRINCE BANK PLC. fees and charges and also agree that PRINCE BANK PLC. might debit those fees and charges include withholding tax directly from your Accounts.

19.3 If there are any changes to the "Standard Rate and Fee Specific TC", PRINCE BANK PLC. might inform you about the changes and the date which the charge takes effect by displays at PRINCE BANK PLC. branches and/or on the website.

I/We, hereby, the undersigned, have fully read, understand and agree to abide by all terms and conditions as provided herewith.

Date: ___/___/___

Date: ___/___/___

Date: ___/___/___

Name:
Tel:

Name:
Tel:

Name:
Tel:

Annex 1

Defined Terms and Definitions

- “Accounts”** : means all types of accounts currently available at PRINCE BANK PLC., including current account, savings account (“**CASA**”) and term deposit account (“**TA**”) held by the Client and any other accounts which PRINCE BANK PLC. may introduce from time to time.
- “Agreed Currency”** : means a currency selected by the Client and accepted by PRINCE BANK PLC. for any specific transactions under any relevant Specific TC.
- “Applicable Rate”** : means that PRINCE BANK PLC.’s then prevailing exchange rate or, if unavailable, such rate as reasonably determined by PRINCE BANK PLC..
- “Authorized Person”** : means a person who is authorized to give instruction on the Client’s behalf and whom the Client has identified to PRINCE BANK PLC. in such a manner as satisfaction and acceptable by PRINCE BANK PLC..
- “Authority”** : means any regulatory, administrative, government, law enforcement or supervisory authority in the Kingdom of Cambodia.
- “Business Day”** : means a day, except Saturday, Sunday and public holiday, on which PRINCE BANK PLC. is opened for the transaction of regular business activities as provided under this GTC and others Specific GTC.
- “Cleared Fund”** : means funds deposited into or standing to the credit of any Account that PRINCE BANK PLC. has received full and final payment that cannot be reversed or cancelled.
- “Correspondent”** : means any financial institutions partnering with PRINCE BANK PLC. to make a payment directly or indirectly to a payee or perform any services in connection with an Account and includes any intermediary correspondent.
- “Client”** : 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 Kingdom of Cambodia.
- “Cut-off Time”** : means the latest time (as mutually agreed) for PRINCE BANK PLC. to receive an Instruction from Client.
- “Force Majeure Event”** : means an event beyond the control of the parties, which prevents a Party 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, mobilisation, 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.

- “Foreign Currency Account”** : means any Account dominated in currency others than Khmer Riel (KHR)
- “Forms”** : means any prescribed forms by PRINCE BANK PLC. for any transactions related with Accounts, Products, and/or Services at PRINCE BANK PLC..
- “NBC”** : means the National Bank of Cambodia;
- “Products”** : means any other facilities rather than Accounts and Services provided to Client as defined herein or to be provided from time to time by PRINCE BANK PLC..
- “KHR”** : means the lawful currency of the Kingdom of Cambodia from time to time
- “Instruction”** : means all requests and instructions relating to all operations of Accounts or Services given by Client to PRINCE BANK PLC..
- “RGC”** : means the Royal Government of Cambodia
- “Services”** : means all kind of services provided by PRINCE BANK PLC. to Client in respect of or in relation with operations of Accounts.
- “Taxes”** : means a compulsory monetary contribution to the RGC through its agency as determined from time to time.
- “Third Party”** : means an entity entrusted by PRINCE BANK PLC. by an agreement, other parties than PRINCE BANK PLC. and the Client, whose services and products, have been partly or wholly relied upon delivery or performance.
- “USD”** : means the lawful currency of the United States of America from time to time.