

PRINCE BANK PLC.
SPECIFIC TERMS AND CONDITIONS FOR TERM DEPOSIT ACCOUNT

This terms and conditions (“**Terms and Conditions**”) shall apply to all types of term deposit accounts made available to the Customer by Prince Bank Plc. (“**Term Deposit Account**”). You are strongly recommended to carefully read and understand this Terms and Conditions before requesting to open any Term Deposit Account and to use its related services with us. This Terms and Conditions shall apply to you in conjunction with the General Terms and Conditions governing the Accounts, Products, and Services (the “**GTC**”), the Digital Banking Terms and Conditions, and other relevant terms and conditions and will prevail in case of any inconsistencies between this Terms and Conditions and other terms and conditions. Any capitalized terms not otherwise defined herein shall have the meaning given to them in the GTC.

By signing/affixing fingerprint on the application to open Term Deposit Account or clicking on the “agree” or “submit” button in any of our available digital channels which allow Term Deposit Account opening, you agree to be bound by this Terms and Conditions and it shall constitute an agreement between you and Prince Bank.

1. Eligibility Requirements, Features, and Request for Term Deposit Account Opening:

1.1. Consumer or Corporate Term Deposit Account:

- 1.1.1. You are eligible to request for Term Deposit Account opening in USD and /or in KHR currency with us if you:
- a. are resident or non-resident and has 18 years old and above (for individual person) or has duly incorporated and is carrying business in compliance with all relevant applicable laws (for legal person);
 - b. has opened and maintained any savings or current account with us, unless otherwise agreed by us;
 - c. place a minimum initial deposit amount as determined by Prince Bank and notified to you through our available means of communication including our official website.
- 1.1.2. When opening a Consumer or Corporate Term Deposit Account, you agree that:
- a. the interest rate may vary depending on the tenor, currency, and method of interest payment you will choose. If you choose to receive the interest payment on a monthly basis, the interest will be paid to you on the last day of the month. However, if you choose the interest payment on maturity, the interest will be paid to you on the maturity date. Nonetheless, if you choose the interest payment upfront (which is available for Consumer Term Deposit Account only), the interest will be paid to you on the opening date of the Consumer Term Deposit Account. Noting that the interests will be credited to your saving or current account.
 - b. if you wish to withdraw the balance from the Term Deposit Account before its maturity date, you shall notify us more than 30 days prior to the withdrawal date. To this effect, if you prematurely close the Consumer or Corporate Term Deposit Account during or on the first half period of its tenor for whatever reason, you will only receive the basic interest rate applicable for the saving or current account, whichever is the lower. However, if you prematurely close the Term Deposit Account after the second half period of its tenor, you will receive half of the interest rate for the respective Consumer or Corporate Term Deposit Account you close. In case of premature closure of Consumer Term Deposit Account with interest payment upfront, you irrevocably agree to authorize us to debit automatically and directly from the concerned Consumer Term Deposit Account the amount equivalent to the total interest which has been paid upfront to you minus the actual interest you can receive.
 - c. if you opt for “Principal Only” in the Rollover Condition, we will pay the interest amount into your saving or current account on the due date and the principal amount will automatically be rolled over for a renewal term which is the same as the initial term of your Consumer or Corporate Term Deposit Account. However, if you chose “Principal + Interest” in the Rollover Condition, the interest amount will be added to your principal on the due date and will become a new principal for the renewal term which is the same as the initial term of your Consumer or Corporate Term Deposit Account.
 - d. you may top-up your Term Deposit Account at any time at any of our operating branches or through our available digital channels if the interest is to be paid monthly or on maturity date.

1.2. Clever Saving Account:

- 1.2.1. If you are an individual (resident or non-resident) of 18 years of age or above, you are eligible to request for Clever Saving Account opening in USD and/or in KHR and can choose any of the following types of Term Deposit Account:
- a. Clever Saving Account with Silver Plan;
 - b. Clever Saving Account with Gold Plan;
 - c. Clever Saving Account with Emerald Plan

You may obtain detailed information on the features and benefits of the Clever Saving Account from our official website, or can contact our Call Centre Hotline number at **1800 20 8888** or via our email at info@princebank.com.kh.

- 1.2.2. When opening the Clever Saving Account with us, you agree:
- a. that you shall place the Initial Deposit Amount corresponding to each type of the Clever Saving Account;
 - b. that you shall top-up the Monthly Minimum Top-up Amount corresponding to each type of your Clever Saving Account on the due date of each month. The first due date will be one month following the account opening date, and the following due date will be one month from the due date of the previous month (i.e. if the Clever Saving Account is opened on 1 August 2023, the due date to perform the Monthly Minimum Top-up Amount will be on 1 September 2023). Regardless of whether you top up the Monthly Minimum Top-Up Amount before any due date, the due date remains the same for the next proceeding months. Failing to top-up the Monthly Minimum Top-Up Amount on any due date or within the grace period of 03 calendars days from the due date by 3:00 pm, you agree to authorize us to automatically close your Clever Saving Account without obtaining any additional consent from you (i.e. if the due date to perform the Monthly Minimum Top-up Amount is 1 September 2023, you are granted a grace period to perform the top-up until 4 September 2023 by 3 pm.);
 - c. regarding the top-up amount of each month, you may top-up more than the Monthly Minimum Top-up Amount from the 1st to 10th month. However, from the 11th to 12th month of each type of Clever Saving Account and of each year, you can only top-up the amount equivalent to the Monthly Minimum Top-up Amount of the corresponding type of the Clever Saving Account and year.
 - d. to authorize us to automatically debit the Monthly Minimum Top-up Amount from any of your saving or current account ("**Designated Account**") on each due date and you shall make sure that the Designated Account has sufficient balance for this purpose.
 - e. that you will receive the Base Interest Rate that is calculated on the Initial Deposit Amount and the previous top-up amount, commencing from the deposit date;
 - f. that you will receive the Top-up Interest Rate that applies only to the new amount topped up for that month only;
 - g. that the interest will be accrued daily and will automatically credit monthly into your saving or current account maintained with us;
 - h. that you or a beneficiary as assigned by you will receive the Medical Care Insurance coverage corresponding to each type of the Clever Saving Account you open and in accordance with the respective insurance policy subscribed by us and you agree or ensure that the beneficiary of the insurance agrees to perform the obligations as stated in the subscribed Medical Care Insurance Policy. You acknowledge that the insurance policy may be terminated by the insurance company at any time if you or the beneficiary fails in any way to perform the beneficiary's obligations stated in the subscribed Medical Care Insurance Policy or for other reasons which are not relevant to us, and you agree that we are not responsible for this termination. If your Clever Saving Account is a joint account, you agree that only one joint account holder is entitled to the Medical Care Insurance coverage, in such case, all joint account holders must agree and notify us the name of the beneficiary who will be entitled to the Medical Care Insurance.
 - i. to authorize us to:
 - (i) determine and change the maximum amount of the monthly top-up at any time by notifying you through our available means of communication;
 - (ii) change the interest rates, including Basic Interest Rate, Top-up Interest Rate, and other additional rate for USD or KHR currency at any time by notifying you through our available means of communication without obtaining additional consent from you;
 - (iii) subscribe to the Medical Care Insurance on your behalf in order to automatically activate the insurance policy, as necessary without obtaining additional consent from you;
 - j. that your Clever Saving Account plan will be upgraded automatically for the following year (i.e. if your exiting Clever Saving Account is a Silver Plan, it will be automatically upgraded to Gold Plan and next to Emerald Plan, respectively. If your Clever Saving Account is a Gold Plan, it will be automatically upgraded to Emerald Plan.). If you wish not to upgrade your existing Clever Saving Account, you shall notify us at least 15 (fifteen) calendar days before the maturity date of each Clever Saving Account plan so that your Clever Saving Account can be closed on the maturity date, otherwise your Clever saving Account will be automatically upgraded to the next plan and in case you prematurely close it, Clause 1.2.2.k will apply.
 - k. that if you prematurely close your Clever Saving Account or if your Clever Saving Account is closed by us pursuant to this Terms and Conditions, you will only receive the Basic Interest Rate for your principal and all top-up amounts. To this effect, you agree to authorize us to re-

calculate the interest and deduct automatically and directly from the Clever Saving Account the amount equivalent to the total interest which has been paid to you minus the actual interest amount you can receive, the term deposit early closure fee, insurance premium (if applicable) and other fees and charges as notified to you before releasing the remaining balance into your saving or current account.

- 1.3. You may request to open any Term Deposit Account or top-up the amount to the existing Term Deposit Account at our operating branch during our working hours or through any digital channel as made available by us.
- 1.4. For any Term Deposit Account held by you jointly with other account holders, all joint account holders shall give us the account mandate for account operation and account closure ("**Account Mandate**"). With our approval, the joint account holders may request to change the existing Account Mandate by coming to our operating branch. As joint account holder, you understand and agrees that:
 - a. the balance in the Term Deposit Account shall be held jointly by all the joint account holders and each joint account holder shall be jointly and severally liable for all transactions performed under such account regardless of any disagreement or dispute or other arrangement among the joint account holders;
 - b. for the best interest of all joint account holders, we may (but is not required to) verify any instruction (including, the closure of the joint account) initiated by any joint account holders using reasonable verification method or may require all joint account holders to agree on the instruction before we effectuate the instruction;
 - c. in case of death or bankruptcy of any of the joint account holders which may affect the Term Deposit Account operation, you agree to authorize us to:
 - i. suspend the joint account and to require all remaining joint account holder(s) to visit any of our operating branch to re-arrange the Account Mandate; and/or
 - ii. close the Term Deposit Account at our discretion or at the request of any joint account holder and deliver the remaining available balance in the joint account to the remaining joint account holders.

2. **Your Rights and Responsibility:**

- 2.1. You may:
 - a. open more than one Term Deposit Account upon our approval.
 - b. obtain the original Term Deposit certificate for Consumer or Corporate Term Deposit Account issued by us. Noting that for the Consumer or Corporate Term Deposit Account opened via digital channel, you shall visit any of our operating branches to obtain such certificate.
- 2.2. You agree to:
 - a. provide all documents and information as required by us at any time and within a specific period as determined by us. In case of any change on the information provided to us, you shall inform us as soon as practicable;
 - b. pay all relevant applicable tax in relation to your interest earned from the Term Deposit Account and you agree to authorize us to withhold the tax amount for tax payment to the competent authority as required by the applicable laws and regulations;
 - c. pay to us the relevant fee charge in case you request to issue new Term Deposit certificate;
 - d. authorize us to debit from the Term Deposit Account and/or any of your saving or current account for the payment of any amount that you owe us in relation to your Term Deposit Account;
 - e. not to withdraw or transfer any or all amount from your Term Deposit Account, unless such account is close according to this Terms and Conditions;
 - f. not to use your Term Deposit Account as collateral in whatever form with a third person without our prior written consent if your Term Deposit Account has been used as the collateral with us;
 - g. comply with all applicable laws and regulations, including, but not limited to, anti-money laundering and combating against terrorism;
 - h. not to use the Term Deposit Account for any purpose that is unlawful or is unpermitted, expressly, or implicitly, by this Terms and Conditions or by any applicable laws or regulations;
 - i. act in good faith on any and every transaction or instruction in relation to your Term Deposit Account; and
 - j. fully cooperate with us as reasonably required by us in relation with your Term Deposit Account.

3. **Account Suspension, Freezing, and Closure**

- 3.1. You agree to authorize us to suspend, block, freeze, terminate, or close your Term Deposit Account in case:
 - a. of fraud (either committed solely by you or jointly with any other person);
 - b. that you fail to provide us the true, correct, valid, and genuine information at the time of opening the Term Deposit Account or at a later date as required by us or fail to notify us the change of all information or documents that you provide us earlier;

- c. that you no longer meet the eligible requirements for such account opening;
- d. you violate this Terms and Conditions;
- e. that you fail to reasonably cooperate with us;
- f. that your phone number registered with us is not reachable for verification purpose or is used by other person;
- g. that you fail to appear at our operating branch within a specific period of time as determined by us to undertake any acts reasonably required by us; or
- h. we are required to comply with the regulator, court order, and other competent authority, and/or our internal policy, procedure, and guideline.

4. **Information Disclosure:**

- 4.1. We will keep your personal information, the Term Deposit Account, and its related information confidential. However, you unconditionally and irrevocably authorize us to disclose such information to:
- a. our office, branch, affiliate, subsidiary, employee, or agent;
 - b. any third-party services provider, correspondent bank, third-party processor, business partner, relevant insurance company or agent, any auditors, professional advisers under a duty of confidentiality to us;
 - c. any relevant authority, including the regulator and other competent authority;
 - d. any person when required to do so pursuant to a court order issued out of any jurisdiction, or in accordance with the applicable laws and regulations;
 - e. any local or foreign authority with whom we has an agreement or arrangement which requires such information to be disclosed;
 - f. verify and enforce our contractual rights or other applicable policies; and/or
 - g. detect and protect against fraud or any technical or security vulnerabilities.

5. **Customer Complaint Handling:**

- 5.1. If you have any concern, complaint, feedback, or need any clarification related to the Term Deposit Account or this Terms and Conditions, you can contact us via our Call Centre Hotline number at **1800 20 8888**, at info@princebank.com.kh, or via our official website. You may be required to provide us all relevant information and all supporting documents when you wish to file a complaint with us.
- 5.2. Regardless of whether the complaint is filed by or against you, you agree to fully cooperate with us to resolve the complaint or dispute as reasonably required by us, including, but not limited to, your physical presence at any of our operating branch within the timeline as determined and notified to you and the provision of any information or documents at our reasonable request, failure of which you are deemed to agree and accept the complaint or dispute resolution as resolved by us according to our relevant and applicable policies, procedures, and operating guideline/process.
6. **Indemnity:** You agree to hold us harmless, indemnify, and keep us, our shareholders, directors, and employees indemnified, from and against all losses, claims, actions, suits, direct or indirect damages, costs, legal fees, charges, and expenses arising out of or in connection with your Term Deposit Account.
7. **Amendment:** You agree to authorize us to make any amendments to any provision of this Terms and Conditions at any time, provided that a notice (in a practical way) is given to you through our available means of communication. You agree to authorize us to close your Term Deposit Account pursuant to our internal policy, operating procedure, and guideline/process and in accordance with this Terms and Conditions in case you disagree with the amendment as notified to you. You agree that if you continue to maintain your Term Deposit Account with us after we provide notice on any change thereof, you thereby accept the changes to such terms and agree to be bound by the Terms and Conditions as amended.
8. **Governing Law and Dispute Resolution:** This Terms and Conditions shall be governed by the applicable laws of the Kingdom of Cambodia. Any dispute arising out of or in connection with the Term Deposit Account and this Terms and Conditions shall be resolved finally by the competent court of Cambodia.