

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

This terms and conditions (“**Terms and Conditions**”) shall apply to all 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 any Term Deposit Account opening and 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**”) and will prevail in case of any inconsistencies between this Terms and Conditions and the GTC. Any capitalized terms not otherwise defined herein shall have the meaning given to them in the GTC.

By signing/affixing fingerprint on the Term Deposit Placement Form or clicking on the “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.

**1. Eligibility Requirements and Request:**

- 1.1. You are eligible to request for Term Deposit Account opening in USD or KHR currency with us if you:
  - a. are resident or non-resident and has 18 years old up (for individual person) or has duly incorporated and is carrying business in compliance with all relevant applicable laws (for legal person); and
  - b. has opened and maintained any savings or current account with us, unless otherwise agreed by us.
- 1.2. You are required to place minimum initial deposit amount of:
  - a. USD 1,000 or the equivalent in KHR for individual customer; or
  - b. USD 10,000 or the equivalent in KHR for legal entity.
- 1.3. For Term Deposit Account held by you jointly with other person, all joint account holders shall give us the account mandate for account operating and account closing (“**Account Mandate**”). At our approval, the joint account holders may request for changing the existing Account Mandate, in such a case, we may require all joint account holders to physically present at any of our operating branch to execute the relevant prescribed application form as determined by us.
- 1.4. 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 obliged) to verify any instruction (including, the closure of the joint account) initiated by any joint account holder by 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, we have the rights to:
    - i. suspend the joint account at our absolute discretion and may 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 sole discretion or at the request of any joint account holder and pay the remaining available balance in the joint account to the remaining joint account holder.

**2. Tenor and Interest:**

- 2.1. Interest of Term Deposit Account may vary depending on the tenor, currency, and method of interest payment (on monthly basis, on maturity, or upfront) 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 month. If you choose the interest payment on maturity, the interest will be paid to you on the maturity date. If you choose the interest payment upfront, the interest will be paid to you on the opening date of Term Deposit Account. In all interest payment cases, the interest will be paid to your saving or current account.
- 2.2. If you wish to withdraw the balance from the Term Deposit Account before its maturity date, you shall provide us a notification of more than 30 days prior to the withdrawal date. If you prematurely close the 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 particular Term Deposit Account you open. In case of premature closure of Term Deposit Account with interest payment upfront, you irrevocably authorize us to debit automatically and directly from the concerned Term Deposit Account the amount equivalent to the total interest which has been paid upfront to you minus the actual interest you can receive.
- 2.3. If you opt for "Principal Only" in the Rollover Condition, we will pay the interest amount into your saving or current account on due date. 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 principal for the renewal term of your Term Deposit Account.

**3. Your Rights and Responsibility:**

- 3.1. You have the right to:
- a. open more than one Term Deposit Account;
  - b. obtain the original Term Deposit certificate for each Term Deposit Account issued by us (for the Term Deposit Account opened via digital channel, you shall visit any of our operating branches to obtain such certificate); and
  - c. top-up your Term Deposit Account at any time at any of our operating branch or through our available digital channels if the interest payment under such account is monthly or on maturity.
- 3.2. 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 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 a fee of USD 2 (two United States Dollars) in case you request for issuing 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 withdraw or transfer any or 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.

#### **4. Account Suspension, Freezing, and Closure**

- 4.1. To ensure our compliance with the laws and regulations related to anti-money laundering and combating against financing of terrorism and other applicable laws, we have the rights to unilaterally suspend, block, freeze, or terminate/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. that you fail to reasonably cooperate with us;
  - e. that your phone number registered with us is not reachable for verification purpose or is used by other person;
  - f. 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;
  - g. we are required to comply with the regulator, court order, and other competent authority, and/or our internal policy, procedure, and guideline.

#### **5. Information Disclosure:**

- 5.1. 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. any office, branch, affiliate, subsidiary, employee, or agent of Prince Bank;
  - b. any third-party services provider, correspondent bank, third-party processor, business partner, any auditors, professional advisers of Prince Bank 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 Prince Bank has an agreement or arrangement which requires such information to be disclosed;
  - f. verify and enforce our contractual rights or other applicable policies; or
  - g. detect and protect against fraud or any technical or security vulnerabilities.

#### **6. Our Customer Complaint Handling:**

- 6.1. 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 for giving us feedback, seeking clarification, or filing complaint through our Call Centre Hotline number: **1800 20 8888**, our email: [info@princebank.com.kh](mailto:info@princebank.com.kh), or our official website. In case you wish to file complaint with us, you may be required to provide us all relevant information and all supporting documents.
- 6.2. Regardless of whether you are the person who files the complaint/dispute, or a complaint/dispute is filed against you, you agree to fully cooperate with us to resolve the complaint/dispute as reasonably required by us, including, but not limited to, your physical present 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/dispute

resolution as resolved by us according to its relevant and applicable policies, procedures, and operating guideline/process.

7. **Indemnity:** You unconditionally and irrevocably agree to always 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.
8. **Amendment:** You agree that we have the rights to make any amendments to any provision of this Terms and Conditions at any time, provided that a prior notice (in a practical way) is given to you through our available means of communication. You agree that if you continue to maintain your Term Deposit Account with us after we provide the 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.
9. **Governing Law and Dispute Resolution:** These 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 by the Cambodian competent court.