

Article 1: ACCOUNT OPENING AND EFFECTIVE DATE

Before opening an account, the BRED Bank (Cambodia) Plc. ("Bank") is free to require the applicant to provide any documents it deems necessary to verify their identity, address, legal capacity and any other information or document necessary to process the application for opening the account, and the future operation of the account.

The Bank reserves the right to accept or refuse an application to open an account. In case of refusal, the Bank is not obliged to provide the applicant with any reason for its decision. If accepted, the Bank shall send a letter of confirmation of the account opening, and it is only from the date of this letter that the applicant ("Client") may regard their account as open, wherein, all terms and conditions of this document will come into force.

In expressing its agreement to open an account, the Bank agrees to make available in its books, an account to the Client for an indefinite period, producing all recognized legal effects and identifying all transactions resulting from reciprocal claims as items of debit and credit in the account. Registered to the credit of account include the cash values resulting from all transactions including payments of cash, cheque cashing, and transfers. Registered to the debit of account are payments, including cash withdrawals, transfers, issuing cheques, credit cards. The difference between credit transactions and debit transactions is the account balance. The available balance of the current account is formed by the transactions giving rise to unquestioned, liquidated and payable claims.

It is understood that opening an account involves no obligation on the part of the Bank to grant to the Client funds or appropriation of whatever nature, whether by signature (credit by signature), or by disbursement (overdraft facility).

Article 2: ACCOUNT HOLDER (S)

An account may be owned individually or jointly, that is to say, by one or more persons, as appointed by the applicant (s) in the account opening document. In this case, the account holders have active and passive responsibility for all incoming monies or securities to the account, run by way of separate, joint or specific signing, for which the co-holders have opted in and give instructions to the Bank according to terms laid down in Part III of this document relating to the collection of the specimen of signature and its operating rules. The Bank during the processing of transactions on the account will carry out the procedures for monitoring specimen and account signature rules, but it is understood that the Bank cannot be liable for injury resulting from defective authorization, the non-detection of forgery, fraud or embezzlement, etc.

In case of debit balances, all co-holders are individually and jointly obliged to respect the Bank in principle, interest, commissions, charges and accessories.

In the case of death of one of the co-holders, responsibility extends to, both the heirs of the deceased and to other co-holders for repayment of the balance due on the date of the death, and other ongoing transactions. It is understood that the death of one of the co-holders does not freeze the account unless there is opposition of right holders, nor does it interrupt the functioning of the current account and other signatures remain valid. In case of the death of a co-holder, the survivors are committed to send to the Bank the name of the mandatory of the estate, or the names and addresses of the heirs of the deceased in order that they be informed.

Each co-holder has the right to withdraw from the joint current account. In this case, the Bank must be notified of the request for withdrawal by way of written request with acknowledgement of receipt. The withdrawal causes the account to freeze, and the co-holders decide on what to give to the said account.

Article 3: SIGNATORY (IES) AND MANDATORIES

The account operates exclusively under the signature(s), the specimen(s) which have been collected at the time of account opening, and the signature rules defined at the time of the opening. The account holder(s) may also designate one or more agents to operate the account within the limit of any rules that they have defined themselves. To designate an agent, a proxy form, available on request, must be completed and returned to the Bank, which will update the specimen of authorized signatures for the account. The Client is free at any time to request the cancellation of the proxy by sending a written instruction with acknowledgement of receipt to the Bank. The Bank cannot be held responsible for any transactions by an agent not revoked, or whose revocation has not been duly notified to the Bank.

Article 4: ACCOUNT MERGER AND COMPENSATION

If, for the convenience of accounting, several accounts are opened in the name of the Client, whatever the currency for keeping such accounts or its purpose, and in whatever agency they are opened, it is expressly agreed that the transactions in these various accounts are considered parts of a single account. The Bank is entitled to combine the balances of all accounts of its Client without losing its ability to enforce each balance separately. Similarly, the Bank reserves the right at any time, to merge the various accounts of the same Client by written internal transfer, to honor Client's payment order for which there is no adequate cover in the account on which it is drawn, or to satisfy of any accrued debt owed and payable by the client to the Bank, in which the Bank is not aware of the unavailability of the funds in credit balance which are reserved for another person.

Article 5: CHEQUE BOOKS

The issuance of a cheque book is subject to the availability of this means of payment for the account that the Client has opened and the prior agreement of the Bank which reserves the right to refuse, without any requirement to provide a reason, the issue of a cheque book. The cheque books available to the Client by the Bank contain blank secured cheques. The Client may collect them personally or through an agent duly accredited. The Bank reserves the right to destroy any cheque book not collected with reasonable period following notification of availability. The Client will use the blank cheques that will be issued to them by the Bank to issue cheques from the account opened on its books. It is clear that the Client must follow a general duty of care and must take all precautions necessary for the security and use of cheque books and other payment methods that are issued to them, to avoid incurring any liability in case of fraudulent use by a third party.

Article 6: ISSUING CHEQUE

Prior to issue any cheque, the client shall ensure that there is a sufficient and available funds in the account or in line with facility authorized by the Bank. The issuance of cheque without existing and available funds, bind only the responsibility of the client with all the consequences arising therefrom.

If a cheque is rejected for lack of or insufficient funds, is entitled to notify or not to notify the Client. In case of receiving the notification from the Bank, The Client is responsible to settle the amount of the unpaid cheque and any related fees or commissions or to make available sufficient funds for its payment by the drawee.

The Bank reserves the right to require the Client to return any blank cheques in his possession and those held by his agents to stop issuing cheques and to cease the issuance of this means of payment.

If a cheque payment is rejected for any reason (non-compliance of cheque, non-compliance of signature, etc.) the Bank shall not be held responsible for any damages arising from this refusal of payment.

Article 7: TRANSFERS

A transfer order will be executed only if the account contains sufficient funds originating in, either the balance of the account or an opening of credit validly authorized by the Bank. The Bank also reserves the right to refuse any incomplete, incorrect instruction or instruction that does not comply with current laws and regulations. The Bank also has the discretion to require the Client to produce any supporting documentation for a transaction and put on hold the execution of the order until obtaining such documentation. In general, and whatever the reason, the Bank shall not be held responsible for delays in execution of a transfer order or any losses that may result. From the moment an order is submitted for execution to the Bank, the Client may still request its revocation or cancellation, but the Bank will not be held responsible for the execution of the order during this interval.

Article 8: ISSUANCE AND USE OF DEBIT CARD

Notwithstanding the specific conditions laid down by the membership contract to the system of payment by domestic or international credit cards, the credit card is governed by the general rules below:

- (i) The Bank remains free to grant or refuse a card to its Client even though the means of payment is part of the products and services available for the account that the Client has opened;
- (ii) Upon issuance of a credit card, conditions of use thereof may be limited by the Bank to some services only, excluding other services provided to other cardholders;
- (iii) The use of a card is valid only for the operation of the account opened hereunder, except with specific approval from the Bank for use on multiple accounts of the same holder;
- (iv) The card does not open to its holder any right to credit, unless otherwise agreed in writing;
Bank in favor of the Client). Depending on the type of account, settlements can be made of the debit interest and / or credit interest and / or movement fee and / or commission or any other charges.
- (v) The card must be used within the limit of the account credit balance;
- (vi) The card is issued for a specified period. The card is and remains the property of the Bank. The closing of the account to which the card is linked results in the immediate expiration thereof and the obligation of the Client to return the card immediately under penalty for any further usage; and
- (vii) The Client is responsible for the security and use of the card and the secret code, password or other unique identification feature that is communicated to the Client privately, or which the Client has personally chosen, it being understood that the debit generated entries are deemed to be under their responsibility and their transcript on the books of the Bank form evidence against the Client of their authenticity. The disagreement of the Client can in no case carry out a cancellation of any already recorded debits.

Article 9: COLLECTION OF VALUES

Cash and other monetary instruments delivered to the Bank for receipt, are credited to the Client's account only after its effective clearance by the Bank. Where the Bank has granted to the Client any advances for cheques or bills prior to its receipt of such funds, it is entitled, in case of any incident of non-payment, to debit the Client's account, or for lack of funds, to require the Client to make an immediate repayment. In cases where cheques or bills returned unpaid are restored to the Client, it is up to the Client to deal with and be responsible for recovery of all unpaid bills and cheques. The responsibility of the Bank is limited to no more than the written notification of the non-payment incident to the Client.

Article 10: INTEREST, COMMISSIONS, FEES AND ACCESSORIES

Funds or overdraft facilities granted by the Bank give rise to the charge of interest and commissions. This rate varies according to the Bank's current prime rate. The Client accepts without restriction or reservation the principle of rate variability. In addition, where the Bank provides funds or overdraft facilities, the Client agrees without restriction or reservation that interest and commissions payable accrue to them each time, or simply by way of compensation between the debit items and credit items, or by the interplay of value dates, and that their account or accounts assume a debtor position by capital or by values. The Client acknowledges having been informed of the general conditions of current pricing applied by the Bank, and approves them without reserve. These pricing conditions indicate major commissions, fees, rates or indexing principles, and value dates applying to all transactions. The Bank also has the option to modify any of the pricing conditions with 30 days prior written notice to the Client. The pricing conditions of the Bank are available to the Client on request. The Client agrees that they have been informed of the current pricing before making a transaction, and accordingly the Bank cannot receive any dispute about the pricing applied to any transaction or more generally to the operation of their account.

Article 11: SETTLEMENT OF ACCOUNTS

According to the current general conditions of the Bank, accounts are settled at intervals specific to each type of account (monthly / quarterly / biannual / annual / other).

Settlements of accounts are covered with a net balance automatically debited or credited to the Client's account, whether it is a claim of interest of the Bank (i.e. of the Client in favor of the Bank), or claim of interest of the Client (i.e. of the Bank in favor of the Client). Depending on the type of account, settlements can be made of the debit interest and / or credit interest and / or movement fee and / or commission or any other charges.

Article 12: ACCOUNT STATEMENT

It is expressly agreed that an account statement is a legal document and can therefore be admitted as evidence between the Bank and the Clients. The Client is entitled to get the account statement which is available at the Bank at any working days and working time or by Mobile banking or Internet banking service which shall be put in use by the Bank to Client. Account statements include, where appropriate, details of the review of operations, registration date, amount and value date (effective date for calculating interest). The Client must notify the Bank in any event the account statement(s) is not received, and verify the entries made, within fourteen days of the date of the account statement. After this period, no dispute will be accepted regarding the correctness and veracity of the account statement, and in particular, of any Bank charges levied. An account statement produced by an automatic teller machine, or through any online or mobile bank software for the current period (i.e. between the date of final settlement and the current date) constitutes only a temporary statement and cannot be enforced against the Bank. Thus, the balance in such a document does not constitute the balancing of the Bank's transactions with the Client. Only an account statement, certified by the Bank, in accordance with its books constitutes proof of assets or debt of the Client.

Article 13: OVERDRAFT FACILITY, OVERDRAFT AND CONDITIONS

Opening an account creates no obligations for the Bank to grant the Client funds or appropriation of any nature whatsoever, whether by signature (credit by signature) or by disbursement (overdraft facility). At the request of the Client and pursuant to specific conditions, the Bank may grant:

- (i) Overdraft facility used for an undetermined period; or
- (ii) An overdraft facility for a fixed period.

It should be noted that merely exceeding any facility limit cannot be in any case be equated with an increase of the overdraft amount, or the overdraft facility, or other authorized funds. Similarly, the assignment of a security as cover for the current account balance does not mean a new credit account is opened.

It should also be noted that any funds granted by the Bank to a Client are "unconfirmed", meaning that the Bank reserves the right to reduce, interrupt or terminate the funds at any time and without notice, especially in cases of regular default or delay of Client payments, gross negligence against the Bank in using credit, or if for any other reason the Bank considers justification for the termination of such authorization. In case of reduction, interruption or termination initiated by the Bank, the Client will be notified in writing with acknowledgement of receipt to the Client's address registered with the Bank. The Client will then have 30 days to fulfill any outstanding sums to the Bank.

Article 14: PRIVACY

Insuring of client's privacy and confidentiality is integral to the Bank and the Bank's online privacy policy, and the Bank commits to take all efforts to ensure that the client's fund and personal data are unharmed and that all transactions remain privy. Despite this steadfastness, the client understood that in using its best endeavor to safeguard that all information dispatched or received in using Mobile banking or Internet banking is secured and cannot be accessed by unauthorized third parties, the Bank does not warrant the security of any information transmitted by Client using the Mobile banking or Internet banking service in case of force majeure or non-default of the Bank. Consequently, the Client agrees to accept the risk that any information transmitted or received using electronic banking service may be accessed by unauthorized third parties. The Client warrants not to hold the Bank responsible for any unauthorized access or any loss or damage resulting from this. The Bank's privacy policy is available at the Bank's website.

Article 15: INTELLECTUAL PROPERTY

The Bank is the owner of the content of texts, images, illustrations and all information appeared on this agreement but not limited to Online Banking and Mobile banking screen available, audio clips, and video appearing on the Bank website. The Client is not entitled to reproduce, republish, download, post, transmit, distribute, or modify in whole or in part, in any form whatsoever, except for personal and non-commercial use, including viewing, printing or archiving of electronic copies of the client's online banking activities in accordance with the terms and conditions of this agreement.

Article 16: TAX AND LEVIES

The Client obliges to pay any tax and levies associated to the operation of opening the Bank account, including but not limited to legal fee if any.

Article 17: THE BANK'S INTERNET BANKING AND MOBILE BANKING

By opening banking account in accordance with the terms and conditions of this agreement, the Client will be informed about Internet Banking and Mobile Banking. The Client may opt to use this service provided by the Bank when opening bank account or later on, which shall be in line with the terms and conditions stated in General Terms and Condition of Internet Banking and Mobile Banking.

Article 18: DUTY OF VIGILANCE

Under existing regulations against financial crime, money laundering and terrorist financing, banks and financial institutions are bound to maintain financial vigilance, particularly in connection with capital movements and identification. Therefore, the Client agrees to provide the Bank with any information or evidence it may request concerning any transactions through their accounts with the Bank. Failure to comply with these requirements will constitute a serious breach of informing obligation in respect of the Bank, which will then take all the precautionary measures it deems appropriate with respect to the account or the transaction in question, in accordance with the law.

Article 19: ACCOUNT OPERATING INCIDENTS**19.1 Stop payment**

Under current law, the Bank is allowed to stop payment on a cheque in respect of loss or theft. Stop payment on cheques must be notified through a specific form held at the Bank for its Clients, or by signed document. Whatever the format chosen by the Client to ask for the stop payment of a cheque, the documents must be delivered to the Bank and receipt acknowledged to be effective. The Client must identify precisely the cheque(s) involved in cancellation of payment (cheque number, account number, amount, issue date and payee name) and must be accompanied by any relevant documentation. Any stop payment request not justified by loss or theft is the sole responsibility of the Client.

The Bank records the stop payment in its books and takes the appropriate action under the sole responsibility of the Client.

The Bank cannot be held responsible if a cheque is presented for payment before the Bank has been notified by the Client to stop payment.

19.2 Garnishment and Notice to Third Party Holder

The Bank must submit to judicial and regulatory proceedings as a third party to freeze accounts for the amount indicated in a garnishment or notice to third party holder if the account position permits. In case of insufficient funds, freezing is based on the available amount.

By express agreement between the parties, any garnishment or notice to third party holder notified to the Bank will be charged as a fee as contained in the terms and fees available upon request.

Article 20: CAUSES OF CLOSURE

An account may be terminated at the initiative of the Client without notice, and at the initiative of the Bank with notice of 30 days, notified by writing with acknowledgement of receipt.

The notice period will start from the date of receipt to the Client at their address held by the Bank notifying them that the account is closed.

However, the use of an account ends automatically and without prior notice in cases of serious misconduct, or in the misuse of credit in respect of the Bank. In this context, the following acts constitute serious misconduct:

- (i) Issuing a cheque from an account whose holder is prohibited from cheque books;
- (ii) Using an account for transactions that would constitute a financial crime, money laundering, or terrorist financing; and
- (iii) Communication by the Client of an incorrect address, or failure to notify the Bank of any change of address within one month of the change being made,
- (iv) Illegally use of account for illegal purpose.

In cases of termination without prior notice, the Client will be notified by the sending of a letter with acknowledgement of receipt addressed to the last address recorded in the books of the Bank notifying the Client that the account is closed. This closure is effective 24 hours after the date of the dispatch of the letter.

Article 21: EFFECTS OF CLOSURE

By express agreement, the Bank reserves the right to consider that closure of any single account will automatically, unless otherwise agreed, close all the accounts in the name of the Client in the Bank books regardless of their nature and title. In case of a debit balance, the Bank retains the right, as collateral and pledges, any time-deposit accounts which it will offset against the debit balance.

Article 22: POWERS OF THE BANK REPRESENTATIVES

Any document evidencing an undertaking of the Bank is not binding on it if not signed by persons authorized to engage in this case. The list of the Bank representatives and details of their powers and specimens of signatures can be viewed at headquarters and at all branches of The Bank.

In any case, the Bank cannot be held liable for commitments made, by unauthorized persons, or by persons acting beyond their mandate.

Article 23: EXERCISE OF RIGHTS

All rights granted to the Bank herein, or by any other document issued in pursuance, or in connection with the execution hereof, as rights under the law, are cumulative and may be exercised at any time. The fact that the Bank does not exercise a right, or delays in the exercise of a right, will never be considered a waiver of such a right, and the exercise of a right, or its partial exercise, will not prevent the Bank from exercising this right again or in the future, or to exercise any other right.

Article 24: CHANGE OF ADDRESS

Any change of address by the Client should be notified to Bank in writing. Otherwise, the last address recorded in the Bank books is deemed to be the customer's fixed address.

Article 25: COMPENSATION FOR LEGAL COST

If the Client breaches any term or condition of this General Account Terms, and should the Bank have to take a legal action against the Client or be named as a respondent in any court case, or other hearing by an administrative, arbitration or other authority of competent jurisdiction regarding such matter, the Client shall bear all costs of the Bank associated with such proceedings, including lawyer' fees.

Article 26: FEES AND COSTS

All fees, costs and expenses which the Bank may incur in the operation and management of the Client's account(s), as well as all fees, costs and expenses related to the opening of one or more credit facilities, their subsequent amendments, including overdrafts, renewals, etc, and any notification and distribution fees, or attorney's fees that the Bank might generally incur, and all other expenses of any nature whatsoever, arising from the maintenance of the account will be charged to the Client, who accepts without restriction or reservation that they be debited to his/her account, upon delivery of a Bank invoice

Article 27: RECORD RETENTION

The documents and materials used for operating an account, such as cheques, bills, transfers and other orders signed by the Client or their authorized agents, are retained by the Bank for a period of 10 years. After this period, the Client may not rely on the availability of such documents, archived or destroyed, to authenticate or verify entries made in their account, or on their order.

Article 28: SHARING OF CREDIT INFORMATION WITH NATIONAL BANK OF CAMBODIA AND CREDIT BUREAU CAMBODIA

The Client accepts and agrees that the Bank may use the Client's personal information to include in credit information databases of Credit Bureau of Cambodia for the purpose of evaluating the Client's creditworthiness and repayment capacity in relation to any existing credit or new credit applications. The Client understands, accepts, and consents that:

- (i) Credit Bureau of Cambodia will collect, process and distribute information about the Client for that purpose;
- (ii) The Bank will give the personal information of the Client to the Credit Bureau of Cambodia which will use that information to provide their credit reporting service;
- (iii) This information will be accessed by other commercial banks, financial institutions operating in the Kingdom of Cambodia for the purpose described;
- (iv) If the Client wishes to access or correct its information the Client may send a written request to the credit reporting system service provider with a proof of identity and the Client will receive a response from the service provider. The name and contact details of the service provider is Credit Bureau of Cambodia, (5th floor) No. 22 St. 242 corner St. 107, Boeung Polit, 7 Makara, Phnom Penh, Cambodia, Phone: (855) 23 967001, email: info@creditbureaucambodia.com;

Therefore, the Client explicitly authorizes the Bank to collect their personal information related to credit and include it in the database of the Credit Bureau of Cambodia.

Article 29: FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)

29.1 Under FATCA, banks (including BBC) and financial institutions are required to report information on financial accounts held directly or indirectly by client who is U.S person. The term U.S person includes:

- A Citizen or Resident or the United States, living in the United States or outside the U.S;
- Hold multiple citizenship and one of which is U.S citizenship;
- Born in the U.S or U.S territory and have not legally surrendered U.S Citizenship;
- A corporation or partnership created or organized in the United State of America or under the law of the United State or of any states of U.S.A;
- Person who owns any estate in the US (other than Foreign estates);
- Any Trust; if 1.A court within the U.S.A is able to exercise primary supervision over the administration of the trust, and 2 one or more U.S.A persons have the authority to control all substantial decision of the trust.

29.2 If the client is considered as U.S person, the client hereby irrevocably authorizes the Bank to:

- Disclose to domestic and/or foreign tax authorities, the U.S internal Revenues Service (IRS) client's name, address, taxpayer identification number, account numbers, FAIC compliance status (i.e complain or recalcitrant), account balance or value. The payment made into or from the account statements. The amount of money, the type and value of financial product and/or other assets held with the bank as well as the amount of revenue and income and any other information regarding the banking/business relationship which may be required by domestic and/or foreign tax authorities, including IRS.
- Withhold from client's account and/or the income derived from or through the bank in the amount as required by domestic and/or foreign tax authorities, including the IRS. Pursuant to the law and/or regulations and any agreements between the bank and such tax authorities;
- Terminate at its sole discretion the entire banking/business relationship with the client or part of such relationship as the bank may deem appropriate if the client fails to provide the information as required to determine whether the client is a U.S person or to provide the information required to report to the bank, or if the client fails a waiver of a law prevent reporting;

29.3 The client confirms that the information provided by him/her is true, correct, accurate and complete.

Article 30: SEVERABILITY

If any provision of this agreement is held to be invalid, non-bidding or unenforceable, this agreement shall be construed as if not containing that provision and the remaining provisions shall be bidding and enforceable on the parties.

Article 31: GOVERNING LAW

This agreement is developed under and shall be governed by the law of the Kingdom of Cambodia.

Article 32: JURISDICTION

The Bank and the Client agree that all disputes relating to the implementation of this agreement will fall under the court having jurisdiction in the Kingdom of Cambodia.

Article 33: LANGUAGE

This agreement is made in two languages, Khmer and English and all of them shall have the same meaning and legal effect. In case of inconsistency between English version and Khmer translation, the English version shall prevail.

Article 1: DEFINITION

- 1.1 Internet Banking: is a service offered to clients to manage their banking relations and to conduct financial transactions between bank accounts by computer connecting to the Bank's website.
- 1.2 Mobile Banking: is a service offered to clients to manage their banking relations and to conduct financial transactions between bank account by using their mobile phone.
- 1.3 ATM: is a machine which automatically dispenses banknotes.
- 1.4 Bank: Bred Bank (Cambodia) PLC.
- 1.5 Client: Natural person or legal person using the Internet banking and Mobile banking service.
- 1.6 Confidential Code: is a numerical, personal and confidential identification code that identifies the Client, giving him/her the access to the service.
- 1.7 Service: Internet banking or Mobile banking service.
- 1.8 Pin Code: is an authentication code chosen by the Client when storing his/her signing certificate on his/her home banking website and mobile banking application.
- 1.9 Account: means the bank account with a "mobility option" or mobile payment account.

Article 2: CONDITIONS OF USE OF INTERNET BANKING AND MOBILE BANKING

- 2.1 Conditions of Use of Internet Banking: To enroll in internet banking, client shall own a computer which can be connected to the Bank website.
- 2.2 Conditions of Use of Mobile Banking: To enroll in mobile banking, the client shall own a smartphone which is compatible with ISO or Android technologies, or a feature phone (previous generation mobile phone), or smart device, with active service and a mobile line, regardless of the telephone operator, in an area where mobile coverage is guarantee by telecom operator.

Article 3: USE OF INTERNET BANKING AND MOBILE BANKING

- 3.1 Use of Internet Banking: Internet Banking provides clients the following services:
 - Balances and Statement enquiry: give clients access to account statement over a given period;
 - Deposit, Withdrawal, Borrow money;
 - Transfer: refer to credit and debit transaction, up to the limits set by the Bank between bank accounts or between bank account and mobile money account. The transfer is initiated by the originator, and the money is transferred to the payee. The clients may make one-time transfers or schedule recurring orders, cancel, change, search for and view transfers. Transfer may be Domestic or International:
 - Domestic Transfer: it is divided into internal and external transfer.
 - Internal Transfer: it is between two of client's bank accounts with the Bank, between client's bank account and another bank account belonging to another client with the Bank, and between client's bank account and a Mobile money account with BBC.
 - External Transfer: between client's bank account with the Bank and another bank account with another bank within the country.
 - International Transfer: it is done between client's bank account with the bank and another bank account opened with a bank in third country.
- 3.2 Use of Mobile Banking: The Mobile Banking is used for following services:
 - Balances and Statement enquiry: allow client access to account statement over a given period.
 - Withdrawal from a Mobile Banking Account: By using Mobile banking, the clients are entitled to withdraw cash using their mobile telephones, up to the limit of the available balance in the clients' account and up to the limit set by the Bank, using the Bank's ATM fleet with a cardless function or with the Bank's network authorized by the Bank's approval.
 - Cardless cash withdrawal option: option enabling the clients to withdraw cash without a bank card, by means of the Mobile Banking application uploaded to its Mobile Telephone up to the limit of the available balance in the Client's account and up to the limit set by the Bank. To initiate the cardless withdrawal, the client requests a withdrawal code generated by the Mobile Banking application, which is valid for a limit period. The client can make the withdrawal once the code has been entered in an ATM having the "cardless function" belonging to the Bank's network.
 - Deposit using Mobile Banking Account: is the service enabling the client to deposit cash in its Mobile banking account up to the limit set by the Bank.
 - Transfer: refer to credit and debit transaction, up to the limits set by the Bank between bank accounts or between bank account and mobile money account. The transfer is initiated by the originator, and the money is transferred to the payee. The clients may make one-time transfers or schedule recurring orders, cancel, change, search for and view transfers. Transfer may be Domestic or International:
 - Domestic Transfer: it is divided into internal and external transfer.
 - Internal Transfer: it is between two of client's bank accounts with the Bank, between client's bank account and another bank account belonging to another client with the Bank, and between client's bank account and a Mobile money account with BBC.
 - External Transfer: between client's bank account with the Bank and another bank account with another bank within the country.
 - International Transfer: it is done between client's bank account with the bank and another bank account opened with a bank in third country.

Article 4: INTERNET BANKING AND MOBILE BANKING ACCESS

The client's access to the service will be through its mobile telephone or internet subscription. The mobile telephone or internet subscription is the client's sole responsibility. Any request made with another mobile telephone subscription cannot be considered. Any changes to the mobile telephone or internet subscription must be agreed with the Bank, upon request by the client to the Bank.

- 4.1 Internet Banking Access: The client's access to Internet banking will be through internet subscription connecting to the Bank's website.
- 4.2 Mobile Banking Access: The client's access to mobile banking will be through its mobile telephone by mobile application, which must be downloaded first and installed on the Client's mobile telephone.

Article 5: CLIENT'S CONFIDENTIAL CODE SECURITY

All transactions undertaken from a mobile phone must be validated by a client authentication code known as the "Confidential Code". The Confidential Code is a number containing 5 numerical or alphanumeric characters. The clients set their confidential code using their mobile phone when registering for the service and can change it at any time using their mobile telephone or the Bank's website. After three consecutive incorrect entries, the Bank will immediately block access to the service for security reason. The Client must contact the Bank in order to initiate the process of setting up the Confidential Code again. An acknowledgement will then be validated and provided to the Client. The Client must then choose a new Confidential Code using its Mobile Telephone or the Bank's website. The Confidential Code serves to authenticate transactions issued by the Client.

Article 6: FEE CHARGE

Regardless of the channel used (mobile application or internet), the Client accepts the fee charge applied to the services used as stipulated by the Bank. The Client undertakes to ensure sufficient reserves calculated in advance for the deduction of charges and fees and hereby gives the Bank the irrevocable and unconditional order to debit the amount of service charges/fees from the balance of their account. Any charges, duties and taxes which are or will be associated with the Service are to be borne by the Client. The Bank reserves the right to amend prices for the service, at any time, after notification to the Client by email or SMS. The Customer's silence is tantamount to acceptance. The list of prices is available to Client at the Bank.

Article 7: RIGHTS AND OBLIGATIONS OF THE BANK**7.1 Rights of the Bank:** The Bank is entitled to

- Suspend the client transaction when they enter an incorrect confidential code 3 times;
- Process data, product and service used by client to communicate to its subcontractors and partners;
- Share information and with any establishment or entity which is part of the bank group;
- Share client's information to competent authorities which are entitled to get the information from the bank such as national bank of cambodia (nbc), credit bureau cambodia (cbc), or other credit institutions for which the right of obtaining this information is required by laws;
- Communication information and personal data pertaining to client for operations which may involve transferring data to a foreign country;
- Other rights mentioned in the bank's policy and provided by laws.

7.2 Obligations of the Bank: The Bank obliges to

- Provide the service to the client during the validity of this agreement;
- Maintain necessary applications for the provision of the service;
- Ensure the settlement of transactions undertaken by the client;
- Obey other obligations as provided in the bank's policy and laws.

Article 8: RIGHTS AND OBLIGATIONS OF CLIENT:**8.1 Rights of Client:** Client is entitled to

- Access to their personal data;
- Request that such data be corrected, updated or deleted in case of incorrect, incomplete or outdated data;
- Use the provided service without any interruption during the validity of agreement, except in case of force majeure;
- Enjoy other rights recognized the Bank's policy and laws.

8.2 Obligation of Client: The client obliges to

- Use the service in accordance with cambodian legislations;
- Be liable for any harmful consequences in the event of use which is not in accordance the said legislations;
- Pay the cost related to the service;
- Inform the bank of any incidents occurring in using the service;
- Be liable for the verification of the amount of transactions, the identity of the recipient of transactions undertaken through the bank using their mobile telephone or the bank's website;
- Update their computer and browser with the latest security updates;
- Installs and updates anti-virus and anti-spyware software on their computer;
- Carry out regular data backup;
- Changes their password regularly and do not use a password already used for other purpose;
- Log out using the "log out" button at the end of each use of the service;
- Avoid using the service from computer accessible to the public (e.G. In internet café), given the inherent risks of this type of access;
- Respect other obligations as required by the bank's policy and laws.

Article 9: REPRESENTATION AND WARRANTEE**9.1 Bank's representation and warrantee:** the bank represents and warrantees that

- It has full right to provide internet banking and mobile banking service;
- It will do its best endeavor to insure the appropriate service to be given to client.

9.2 Client's representation and warrantee: the client represents and warrantees that

- They are the owner of the account on and from which the transactions and access will be initiated;
- They provide the true information;
- They respect the obligations of this agreement and other obligations required by the bank's policy and laws;

Article 10: CLIENT'S CONFIDENTIALITY

The Bank considers the client's confidentiality as priority to be protected, and the Bank will do its best endeavor to insure that the client's information remains confidential, except in case of Force Majeure and the disposition related to the Bank's right to share client's information.

Article 11: SUSPENSION AND TERMINATION

11.1 Suspension: There are two categories of suspensions, suspension without notification and suspension with notification.

Suspension without notification: the client acknowledges that the bank is entitled to suspend the service without any notification to client if the client:

- Enter an incorrect confidential code 3 times;
- Request the bank to cancel the service and the bank agreed to do so (suspension for theft or loss);
- Suspension with notification: the bank is entitled to suspend the service provided to client after sending notification by sms to client, if:
- The client uses the service in a manner which is non-compliant with these general terms and conditions;
- The client fails to fulfil one of their obligations to the bank;
- There is a risk of abuse, fraud or suspicion of transaction contravening the law in force, for the purpose of money-laundering or funding terrorism;
- The non-use of service is excess of 6 (six) months.

11.2 Termination: The client may at any time, at no cost, terminate the agreement by completing the cancellation form provided by the Bank. The Bank reserves the right to terminate the subscription in the following cases:

- Non-respect to the general terms and conditions of client;
- Abusive or fraudulent use of the service;
- Closure of account(s) belonging to client;
- Non-compliance with legal and regulatory provision by client.

Article 12: AMENDMENT

Any amendment to the data and information provided by the client upon registration for service must be subject of a request by the client to the Bank. Acceptance of such amendments are at the Bank's discretion. The Bank is entitled to amend this general terms and conditions at any time by notifying to client by any appropriate means, which will be enter into force within a period of 30 (Thirty) days counted from the date on which the client is informed.

Article 13: LINKS

Hypertext links published on the Bank's website linking to other resource on the internet network cannot incur the liability of the Bank and its partners. The client cannot, under any circumstance, publish a hyperlink directing to the Bank's website or to another website without prior written authorization of the Bank.

Article 14: FORCE MAJEURE

The internet is an open network which is shared across the entire world by numerous users and is used by many operators and telecommunications providers, which the Bank does not control, even if it has been able to conclude agreements with some of them. The Bank cannot, therefore, incur liability of any kind for any incidents occurring on the internet or affecting its operators and providers, causing effect to the transmission of electronic message and transactions. Shall be deemed as force majeure any circumstance beyond control of the Parties which include, but not limited to, acts of God, fire, explosion, flood, earthquake, terrorism, riot, war, that, through effect of the such circumstance, causing the parties fall into situation of unable to perform their obligations set force in this terms and conditions. It is also considered as force majeure for the change or amendment of related law, policy and regulations of by the Government which affect the service.