

TERMS AND CONDITIONS FOR OUTWARD REMITTANCE

It is important that you read these Terms and Conditions carefully and understand them fully. Please let us know if you have any questions.

1. Customer 's responsibility

- a) You confirm that all information provided in this application is true and correct. Acceptance of your application for outward remittances will be subject to the Bank's discretion.
- b) You have agreed with the Bank's fees & charge.
- c) You may request for a fund transfer via our Internet Banking. However it is your sole responsibility to ensure the accuracy of the information and the security of your payment order.
- d) You are fully responsible for complying with Cambodia and related laws on fund transfer.

2. Fund Transfer

- a) In case the fund transfer is in a foreign currency different from your account currency, our daily foreign exchange rate will be applied. The selling rate is effective at the time the transaction is successfully completed in our banking system.
- b) The exchange rate displayed on the Internet Banking is only an indicative rate for your reference. The effective exchange rate will be defined at the time we have completed your transaction in our banking system.

3. Bank fees and charges

Please refer to our latest "Money transfer and other services" leaflet for detail pricing and fee charges. Depending on the fee arrangement with correspondent financial institutions that assist the Bank to process the payment, the amount of payment actually received by the beneficiary may not necessarily be the same as requested.

4. Cut-off Time

If you would like your payment instructions to be processed on the same day, you must provide us with your payment instructions during the working hours on any Business Day at any branch of the Bank. Otherwise, your payment will be processed on the next Business Day. This cut-off time is applicable for any payment instructions through Internet Banking as well.

5. Transaction Delay

There is a risk that payment may be delayed or become lost if incomplete or inaccurate payment instructions are provided. Further instructions would normally be sought from you by the Bank. If you are unable to instruct the Bank with further contact details of the beneficiary, the funds will be returned to the Bank so that they can be refunded to you.

6. Return of Payments

The Bank will contact you and seek further instructions if required by our correspondent bank. You may instruct the Bank to either amend your payment instructions by providing the correct or additional information in order to proceed with the payment, or instruct the Bank to request a refund from the correspondent bank or the paying bank. If fund refused by your beneficiary/payee or returned by our correspondent bank without any Reason, the Bank will notify you and refund you with the telegraphic transfer amount (less any associated fees and costs charged by our Bank and the correspondent bank).

7. Transaction cancellation

You may only cancel or amend a telegraphic transfer if the Bank agrees to do so at its absolute discretion. If the Bank agrees to such cancellation, a cancellation fee is charged. Please refer to our latest Money Transfer and Other services for detail information. You agree to be responsible for any loss or costs or expenses associated with your requested cancellation.

8. Customer information and privacy

We may collect and share your personal/business information to the following third parties: our related branches; Credit Bureau of Cambodia, the National Bank of Cambodia, referees or persons with whom you transact; other financial institutions; our correspondent banks; to government or regulatory bodies or to law enforcement agencies with appropriate authority; to our professional advisers including lawyers and auditors, consultants; to your duly authorized representatives.

9. Changing these Terms and Conditions

We may from time to time change any of these Terms and Conditions. We will notify you via our website. If you are not happy with any changes, you may choose to close your account(s) held with the Bank in accordance with these Terms and Conditions.

10. Liabilities

To the extent permitted by law, we will not be liable to you for any loss due to: any instructions given by you not being sufficiently clear; any failure by you to provide correct information; any systems failure or industrial dispute; any action required by the government or related; law or regulation or court order; or anything specifically excluded or limited elsewhere in these terms and conditions.

11. Indemnity

To the extent permitted by law, you agree to indemnify us against any claim, action, demand, loss, damage, cost, expense, or liability incurred by or threatened against us as a direct or indirect result of or in connection with this fund transfer including but without limitation if we act on or fail to act on any instruction by you except to the extent caused by our gross negligent, fraud or willful misconduct.

12. Anti-Money Laundering Requirements

We are subject to the Anti-Money Laundering and Counter-Terrorism Financing Law (AML/CTF Law), and related laws and regulations. You must not knowingly put us in breach of any AML/CTF Laws. We may delay, block or refuse to process any transaction or application:

- a) where we have reasonable grounds to believe that allowing the transaction to occur may breach any laws or regulations in any country, including the AML/CTF Laws in Cambodia; or
- b) where we suspect that a transaction involves any person (natural, corporate or governmental) that is sanctioned or connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by or any other country; or
- c) where we suspect that the funds involved in the transaction may directly or indirectly be applied for the purposes of crime or unlawful conduct.

If any transaction is delayed, blocked or refused for any of the above reasons, we are not liable to you for, and you indemnify us against, any and all loss incurred by you or any other person arising out of such delay, block or refusal of a transaction or application.