

Service Instructions, Terms and Conditions, and Handbook of KBank Connect

The Applicant whose name appears herein and who has affixed their signature in the application form (the “**Applicant**”) agrees to use the KBank Connect or to be renamed as deemed appropriate by Branch of KASIKORNBANK Public Company Limited (Phnom Penh) (“**KBank**”) under the following details:

Service Advice, Conditions and Manual for General Service

1. Criteria and conditions

1.1 Once the Applicant completes the registration/application of the Service per the processes required by KBank, KBank shall notify the Applicant of the registration/application result and schedule the effective date of the Service via the channels determined by KBank.

The “**User**” refers to the person specified by the Applicant as a main contact person and/or coordinator with Administrator, Maker, Approver and/or the person authorized by the Applicant. The Applicant may replace those persons by notifying KBank in advance per the methods set forth in the terms and conditions.

1.2 If the Applicant and/or the User uses the User ID or Password, PIN Token, One Time Password (OTP), and/or any other tool to log in to the Service, including but not limited to, inward/outward funds transfer from deposit account (hereafter referred to as the “**Funds Transfer Tools**”), the Applicant agrees to the following:

1.2.1 If the Applicant has been approved to use the Service, KBank shall send the Funds Transfer Tools via data transmission channels of the Applicant and/or the User as determined by KBank. Upon the first log in, the Applicant will be required to change the password of Funds Transfer Tools. “**Channel for Receiving Information**” refers to email address, mobile phone number and/or other service/channel that the Applicant has agreed with KBank.

1.2.2 If KBank requires that the use of Service, whether in whole or in part, must be made via the Funds Transfer Tools, the Applicant is required to notify KBank of the Funds Transfer Tools as required by KBank.

1.2.3 The Applicant shall safeguard the Funds Transfer Tools and treat them as confidential. The Applicant must ensure that the User conduct transactions strictly in compliance with the terms and conditions. The Applicant acknowledges that disclosure of the Funds Transfer Tools shall be treated as failure to comply with the terms and conditions. In case of any damage that results in disclosure caused by the Applicant and/or the User or any action that has caused the Funds Transfer Tools to be known or acquired by other persons, or lost, the Applicant shall be responsible for such damage before KBank proceeds to attach or suspend the Funds Transfer Tools. The Applicant may change the Funds Transfer Tools on their own, at any time, in accordance with conditions prescribed by KBank.

1.2.4 If the Funds Transfer Tools are lost/stolen/suspended because the Applicant fails to specify the Funds Transfer Tools per the number of times determined by KBank/forgot the Funds Transfer Tools, or the Funds Transfer Tools have reached their due date for replacement, the Applicant may notify KH eService Tel. (855) 23 214 998 or at KBank branch during business hours.

1.2.5 The Applicant may attach or suspend the Funds Transfer Tools or scheduled funds transfer transactions, or may suspend the Service by contacting KH eService Tel. (855) 23 214 998 or at KBank branch, during business hours. KBank shall complete the request as follows:

1.2.5.1 Attach or suspend the use of Funds Transfer Tools within 24 hours (Business Day) after KBank has received the complete instruction or notification from the Applicant.

1.2.5.2 Suspend services: In accordance with KBank's established timeline for each service

1.2.6 The Applicant agrees that e-mail address of the contact person, Administrator and Approver provided by the Applicant can be used as a communication channel to submit financial transaction or instruction and supporting document to KBank in all unusual situations for Business Continuity Plan (BCP)

1.2.7 To ensure security, the Applicant shall avoid nominating the same person to serve as the Contact Person, Administrator, Approver and end users group (Viewer, Maker and Verifier) and avoid giving the Funds Transfer Tools to the Contact Person, Administrator, Approver and end users group (Viewer, Maker and Verifier) if they are all the same person.

1.3 The Applicant authorizes the User to act on behalf of the Applicant to use the Service under these terms and conditions. The Applicant agrees that the User's act will bind upon the Applicant in all respects, and such act (including but not limited to disbursement/withdrawal from deposit account, funds transfer, account debit, request to amend/change/add services, and acceptance to any change/amendment/addition of service/fees/service fees/expenses/penalty fees/taxes/service conditions that KBank has informed via various channels) via Funds Transfer Tools, regardless of whether it is the act of the Applicant, User or any other person, for whatever reason, shall be considered as correct and complete and such transaction is binding upon the Applicant as if it were undertaken by the Applicant. It is deemed that the Applicant has given the authentication passcode to KBank as evidence that the transaction is conducted completely and accurately from the time the transaction is confirmed, whereby the Applicant cannot make any cancellation or change. The Applicant agrees that KBank may use such transaction data as the original and legal evidence of the transaction conducted by the Applicant and for any legal proceeding in all respects.

1.4 The Applicant accepts and acknowledges risks related to the use of service via electronic channels because the Applicant can conduct the transaction on their own without any required documentation or other evidence to confirm/submit to KBank. This is with the exception of transactions that KBank requires the Applicant to produce additional document or evidence in accordance with KBank's methods and procedures in their respective matter. The Applicant shall always verify the sum of each item after completing a transaction

1.5 For the following requests, the Applicant is required to contact KH eService Tel. (855) 23 214 998 or at any KBank branch during business hours to proceed with the following, in compliance with KBank's established processes.

- To change details of the Applicant, User, Service and/or bank account linked with the service.
- To reset Password and/or unlock user ID of Administrator or Approver user
- Notify to hold the use of services
- Unhold the services and/or terminate the use of service

1.6 The Applicant may view record of payment transactions for goods/services and/or funds transfer retroactively. The Applicant will receive the Transaction Evidence of payment transactions for goods/services and/or funds transfer data through channels determined by KBank.

“**Transaction Evidence**” means an evidential document such as transaction record, invoice for goods/services, funds transfer advice, statement and any other evidence generated by computer and any other data storage media, or any other evidence to be determined by National Bank of Cambodia (NBC) in the future.

1.7 In case where the deposit account specified in the application belongs to a third party (hereinafter referred to as the “Account Owner”), the Applicant must proceed according to the following conditions:

1.7.1 The Account Owner must be a subsidiary or other related entity of The Applicant. The Applicant shall arrange for the Account Owner to affix his/her signature in a letter of consent, per the format specified by KBank, to authorize KBank to debit the account for transactions of the Applicant, and for payment of fees/service fees/expenses/penalty fees/taxes (if any) arising from the use of service. Such consent shall not be revoked or withdrawn before the termination of the agreement.

1.7.2 The Applicant agrees to arrange for the Account Owner's maintenance of the deposit account balance to be at least equal to the amount to be debited by KBank.

1.7.3 In case the Account Owner has canceled or revoked the consent and/or instruction for account debiting, KBank shall not debit the deposit account of the Account Owner. The Applicant shall be responsible for negotiating with the Account Owner toward payments of debts and/or liabilities that the Applicant and the Account Owner have toward one another, and/or toward future transactions of the Applicant per the terms and conditions.

However, in case KBank has been notified of the cancellation or revocation per the above paragraph and is unable to update the information on KBank's work system on time, for whatever reason, and if KBank has received any instruction or information from the Applicant, and has proceeded the transaction with the deposit account of the Account Owner in whatever manner, the Applicant agrees that KBank's act is duly undertaken and the Applicant shall be directly responsible toward the Account Owner.

1.8 The Applicant agrees to give consent to KBank to debit the Applicant's deposit account specified in the Application Form and/or any other deposit account the Applicant holds with KBank and to allow KBank to conduct transactions and/or undertake operations per the terms and conditions of this service without prior notice. KBank shall send evidence for account debit to the Applicant.

1.9 The Applicant agrees that KBank and the Applicant shall be subject to laws, rules, regulations, orders, handbooks, requests for cooperation and/or any requirement of the National Bank of Cambodia (NBC), the Bank of Thailand (BOT), court of law, regulatory and supervisory agencies of KBank (as the case may be) at present and/or in the future (collectively referred to as "**Related Law and Regulations**"). Therefore, whenever there is any change in Related Law and Regulations, the Applicant agrees to comply with the Related Law and Regulations without delay, of which KBank shall give notice to the Applicant. If the Applicant fails to comply therewith and non-compliance has resulted in fines, damage fees and/or other expenses collected from KBank, the Applicant agrees to be responsible for settling such fines, damage fees and/or expenses with KBank immediately.

1.10 The Applicant agrees to authorize KBank to debit the deposit account of any type that the Applicant holds with KBank or the sum under the possession, care and/or authority of KBank, regardless of how KBank has obtained such deposit, possession, care and/or authority, for payment of debt and/or liabilities of the Applicant immediately, without prior notice. KBank shall send evidence for account debit to the applicant

1.11 If the Applicant changes the deposit account specified in the application, any time and for whatever reason, the terms and conditions herein shall be fully applied to the new deposit account.

1.12 If KBank cannot debit the deposit account specified in the application to perform the operations per the procedures of the terms and conditions and/or for payment of debt and/or to settle liability of the applicant under this Agreement, the Applicant will not be able to execute transaction in such a case.

1.13 The Applicant agrees to remain sufficient available funds in the deposit accounts for future or recurring transaction.

If the Applicant submitted future or recurring transaction by selected bank holiday as an effective date, KBank will process on the next business day or refund based on KBank's policy.

1.14 The Applicant may require to upload necessary document in specific file types and file size limit to support Fund Transfer or any other service on KBank Connect. KBank reserves the right to request for the original document from the Applicant on case by case basis, subject to KBank's sole discretion.

1.15 KBank shall not be liable for any damage caused by the Applicant's service equipment or tool or mobile phone network error or internet system malfunction.

1.16 The Applicant certifies that any documents, data or details that have been delivered to KBank in any format, either by the Applicant or the Applicant's assignee, are complete, true and up-to-date, and they can be used by KBank to provide services and for updating KBank's system. The Applicant has the right and legal authority to use the service and conduct any transaction related to this service. If any loss incurred from the fact that the

documents, data or details are incomplete, inaccurate or not up-to-date, or that the Applicant has no right or legal authority to use the service or conduct any transaction related to the service, the Applicant agrees to be solely responsible for said loss.

1.17 If the Applicant wishes to change the information and/or any detail, the Applicant shall inform KBank in writing, per the format specified by KBank, at least 30 days in advance.

1.18 Unless KBank has stated otherwise, if the Applicant finds any error from operations related to the services, or if there is any cause for temporarily withholding operations related to the services under the terms and conditions, either entirely or partially, or if such suspension is rescinded, the Applicant may call KH eService Tel.(855) 23 214 998, or any other number stated by KBank, and also provide other related information, for example, date, time, related persons, amount of funds, nature of transactions, and any other information requested by KBank. After the Applicant has completely undertaken operations per procedures determined by KBank, KBank shall conduct related actions, for example, investigating/correcting of errors, withholding operations and rescinding suspension, within the period informed to the Applicant. The Applicant shall remain responsible for the operations and transactions that have been conducted before the specified period. In this connection, KBank reserves the right to deny any request, which is contrary to related law and regulations.

1.19 The Applicant may use the Service at the maximum number of times and amount determined by KBank and/or within the service limit of the destination bank. KBank shall debit the funds from the deposit account according to the amount and fees/service charges/expenses/penalty fees/taxes and duties (if any) per the agreement entered into by the Applicant with KBank. The amount will be transferred to the recipient's account on the effective date as specified by the destination bank of each recipient.

1.20 If there is an error in account debit from and/or funds transfer to the Applicant's deposit account specified in this application, which has not been caused by KBank, the Applicant shall directly examine and claim the amount from or reimburse the amount to the Applicant's counterparty. If the Applicant has any defense and/or rights to claim, the Applicant shall directly and separately take an action with the counterparty.

1.21 In case of force majeure or any other causes that prevent KBank from providing the Service, the Applicant agrees that it shall be at KBank's discretion to provide the Service or take any action as it deems appropriate; the Applicant agrees to fully cooperate with KBank in every way to improve the service method of KBank to facilitate convenience of the Applicant in using the Service under the terms and conditions upon request.

1.22 The Applicant agrees that KBank may transfer the rights and/or benefits and/or duties, either in whole or in part, under the conditions of this service to any individual and/or financial institution, as KBank deems appropriate, without any consent from the applicant, but with notice given to the Applicant. Nonetheless, the Applicant cannot transfer the rights and/or benefits and/or duties, either wholly or partly, under the conditions of this service to any individual and/or financial institution, unless a prior written consent is given by KBank.

1.23 Any delays or exemptions in exercising KBank rights under the law or these terms and conditions, including handbooks and KBank's record system, shall not be regarded as KBank's relinquishing such rights or as KBank's giving the Applicant consent to perform any act.

1.24 Any letter, notice, or information which KBank has sent to the Applicant per the Channel for Receiving Information specified in the application or given to KBank, whether by hand or by postal mail, either registered or unregistered, or email or short message service (SMS) or other Channel for Receiving Information, shall be deemed as having been rightfully sent to the Applicant, regardless of whether or not such a letter, notice or information is received or it cannot be delivered for whatever reason. If there is any relocation or demolition of, or change in the Channel for Receiving Information, the Applicant shall immediately inform KBank thereof in writing.

1.25 If the specific terms and conditions of any service do not specifically include details of any issue, the general terms and conditions shall be applied. If the specific terms and conditions of any service are contradictory to the general terms and conditions, the specific terms and conditions shall prevail and be regarded as an integral part

of the terms and conditions. Nonetheless, if neither the general terms and conditions nor specific terms and conditions are found to be clear, the Applicant agrees to comply with KBank's decisions in all respects.

1.26 Whenever any item of the terms and conditions of this Service become void, illegitimate, invalid or unenforceable, the other remaining terms and conditions shall remain legally valid and enforceable; they shall not be affected by voidability, illegitimacy, invalidity or unenforceability of such item.

1.27 The terms and conditions of this Service shall be governed by and construed in accordance with the Cambodian laws, and the court of competent jurisdiction in Cambodia will have exclusive jurisdiction in case of dispute.

1.28 The terms and conditions of this Service shall be an integral part of this application.

2. Fees/Service Charges/Expenses/Penalty Fees/Taxes and Duties

2.1 The Applicant agrees to pay remuneration for using the service regardless of whether it is called a fee, service charge or another name, to KBank within the due date for payment of respective remuneration.

2.2 The Applicant agrees to be solely responsible for payment of fees, taxes, duties and any expenses related to the Service.

If KBank has to make advance payment of such fees, taxes, duties and/or any expenses in place of the Applicant, the Applicant agrees to repay the sum to KBank immediately.

3. Changes of Terms and Conditions of Service

3.1 In case of changes of terms and conditions that result in rising burdens or risks of the Applicant, such changes shall be effective upon 30 days prior notice by KBank with the Applicant's consent.

3.2 In case of changes of other terms and conditions, the Applicant agrees to authorize KBank to undertake such changes as KBank deems appropriate. If such changes affect the Applicant's use of services (for example, changes of service charges in accordance with rising costs, changes of service channels and changes of debt repayment due dates), KBank shall communicate to the Applicant or notify the Applicant of the key content of such changes at least 30 days in advance or within other period as required by law.

3.3 If KBank is required by law and/or regulations to conduct any particular actions related to changes of terms and conditions, the Applicant agrees to authorize KBank to comply with such law and/or regulations.

4. Termination of Service and Effect of Termination

4.1 The Applicant agrees that KBank has the right to suspend and/or terminate the Service, whether in whole or in part, or for any particular Applicant, at any time, and KBank will make an advance notification to the Applicant. Except for the following incidents, the Applicant agrees that KBank can **immediately** suspend and/or terminate the Service, whether in whole or in part, as KBank deems appropriate, without advance notification. The Applicant agrees that KBank will not be held responsible for any damages caused by the following actions (if any):

4.1.1 The Applicant has provided any inaccurate and untruthful information, detail, representation or confirmation, or they may cause material misunderstanding.

4.1.2 If there are grounds to believe that factual information and/or details provided by the Applicant to KBank to undertake operations per the application, or the use of the Service by the Applicant, may cause negative impacts or affect the rights of KBank or of a third party, or the intention thereof may be unlawful, detrimental to public order and morality, or may cause KBank to breach any laws and related law and regulations or may have an impact on KBank's image.

4.1.3 The Applicant has breached any item of the terms and conditions including a failure to pay fee/service charges/expenses/penalty fees/taxes and duties.

4.1.4 There is an incident or there may be an incident that makes KBank believe that it may affect the Applicant's business operations or debt servicing ability, including but not limited to the fact that the Applicant has ceased the business operation, the Applicant's registration has been revoked or the Applicant's business is suspended or liquidated.

4.1.5 KBank cannot deduct funds to proceed with the transactions in accordance with the application and these terms and conditions.

4.1.6 KBank shall comply with related law and regulations.

4.2 In case the Applicant wishes to terminate any or all of the services under these terms and conditions, the Applicant shall inform KBank in writing at least 30 (thirty) days in advance via KBank branch or channels specified by KBank, and shall follow the procedures of KBank. KBank shall proceed to quickly terminate the Service as desired by the Applicant and the termination will be effective after KBank informs the Applicant.

4.3 The termination of the terms and conditions of this Service, for whatever reason, shall not abrogate the Applicant's outstanding obligations under the terms and conditions. The Applicant shall be bound by the terms and conditions until all such obligations are completely fulfilled.

Specific Terms and Conditions for Services provided in KBank Connect

KBank Connect is a channel to facilitate the Applicant in using services of KBank, including current account, savings account, fixed deposit account and Loan account as follows:

1. Fund Transfer Service

1.1 Service for funds transfer between the Applicant's deposit account(s) or funds transfer to the other person's deposit account opened and maintained with KBank: the Applicant may transfer funds from the Applicant's current or savings account(s) to the Applicant's current or savings account(s) or the other person's deposit account opened and maintained with KBank, provided that the Applicant agrees and authorizes KBank to debit funds from the relevant deposit account(s) and transfer such funds to the relevant deposit account(s) on a specified date/time.

1.2 Service for fund transfer to the other person's deposit account opened and maintained with the other bank: the Applicant may transfer funds from the Applicant's current or savings account(s) to the other person's current or savings account(s) opened and maintained with the other bank, provided that the Applicant agrees and authorizes KBank to debit funds from the relevant deposit account(s) and transfer such funds to the relevant deposit account(s) on a specified date/time.

2. Service for Account Inquiry: the Applicant may inquire information on current, savings, fixed deposit account and loan account(s) as follows:

2.1 Same-day account inquiry: the Applicant may access or view the same-day account balance and request for same-day account inquiry (Real Time).

2.2 Account inquiry history: the Applicant may access or view the account inquiry history for up to the past 6 months.

2.3 Account statement: the Applicant may access or view the account statement of deposit account(s) and Fixed deposit account for up to the past 6 months.

In case the Applicant would like to receive more than 6 months of the account statement, please contact KBank branch in business hours

3. Service for Financial Report: The Applicant may request KBank to issue any of the following report on the Applicant's deposit account and Fixed deposit accounts with the conditions specified by KBank as follows:

3.1 Payment report: the Applicant may request KBank to issue report on all types payment transactions i.e., service for funds transfer

3.2 Report on same-day account statement: The Applicant may request KBank to issue report on same-day account balance and statement.

3.3 Report on account statement history: The Applicant may access or view the statement in accordance with the conditions specified by KBank.

4. International Fund Transfer

4.1 KBank shall not be liable for any error, delay, costs or damages arising from incomplete or inaccurate information provided by the Applicant, it is further agreed that KBank shall not be liable for any error, delay, costs or damages arising from the performance or non-performance on the part of the Beneficiary's bank and the clearing system of the Beneficiary's bank or the clearing system of the country where the Beneficiary's bank is located.

4.2 The Applicant agrees to pay all commission, fees, charges or expenses to the transfer of money at the rate specified by KBank. However, all commission, fees, charges or expenses incurred outside Cambodia shall be borne by the Receiver/ Beneficiary or by the Sender/ Applicant.

4.3 KBank, its correspondent banks or agents shall not be liable for any delay, costs or damages caused by exchange rate fluctuations, laws, rules or regulations of the Beneficiary's bank or the country where the Beneficiary's bank is located.

4.4 Payment instruction for the same-day transfer shall be subject to the local business hours or transaction cut-off times of the correspondent bank or Beneficiary's bank. If KBank receives the payment instruction after its cut-off times, KBank shall effect such transfer on the next business day.

4.5 If foreign bank charges KBank due to the reason of insufficient deposit in the relevant accounts authorized and consented by the Applicant to KBank for payment in full to the foreign Bank, KBank will collect additional charges from the Applicant later, basing on the actual amount which KBank has been charged by the foreign bank.

4.6 In case where an outward money transfer is under limit, as specified by the National Bank of Cambodia, the Applicant certifies that the remitted amount on the transaction date is under the specified limit.

5. Other services

5.1 Service for information of transaction(s) executed via the system (Audit Trail): The Applicant may access to or view transaction(s) executed by the Applicant via the system and check transaction status, including the maker and the approver of the transaction(s).

5.2 Other services to be provided by KBank in the future as specified by KBank.