

TERMS AND CONDITIONS GOVERNING ON SWIFTNET – STANDARDISED CORPORATE ENVIRONMENT (SCORE)

By subscribing or applying for **SWIFTNet – Standardised Corporate Environment (SCORE)** the Applicant agrees to be bound by the terms and conditions (“Terms”) below:

1.0 Interpretation

Applicant	means the person or entity who has applied or is applying for any of the Banking Service.
Application Form	means SWIFT MT Statement Application Form or such other forms in respect of the Banking Service which may be prescribed by the Bank from time to time for completion and execution by the Applicant.
Authorized Persons	means the person or persons authorized by the Applicant from time to time to apply, use, access, operate and to do all things in respect of or in connection with any of the Banking Service.
Bank	means CIMB Bank PLC (Register No. 00010524).
Banking Service	means SWIFTNet-Standardised Corporate Environment (SCORE) services provided by the Bank, including payment and MT statement.
Business Days	means a day, other than Saturday, Sunday or a public holiday, which the Bank is opened for banking business for the provision of the Banking Service.
Charges	means fees, taxes, charges, cost and expenses and other amounts payable by the Applicant for the Banking Service.
Debit Account	means such bank account designated by the Applicant for the payment of the Charges to the Bank for the Banking Service.
Directors' Resolution	means the Board of Directors resolution of the Applicant (other than financial institutions) or banks (foreign or otherwise) authorizing the subscription or application of the Banking Service and the due observance, compliance and performance by the Applicant and the Authorized Persons of these Terms.
Instructions	means such requests, instructions, directions, communications or authorisations given by the Applicant or its Authorized Persons to the Bank from time to time in accordance with these Terms whether orally, in writing or electronically.
Parties	means the Applicant and the Bank and the term “Party” shall mean anyone of them.
Property Rights	means any graphics, text, scripts, music, sound, photographs, images, art, video and other multimedia work or any combination thereof which is available on the Bank's web site and are at all times protected by copyright, trademarks, service marks, patents and any other applicable intellectual property or proprietary rights.
Terms	means these terms and conditions governing on SWIFTNet – Standardised Corporate Environment (SCORE) hereto and any amendments, supplemental, modifications or variation thereto.
Unauthorised Contents	means any materials, data, communication and/or information which is/are abusive, defamatory, infringes another person's rights, constitutes a criminal offence or gives rise to civil liability/liabilities, encourages racism, promotes hatred, contains pornography or pedophilia, contains any viruses or deleterious files and/or is otherwise objectionable to public morals and decency.

2.0 Construction

- (a) Words importing the singular shall include the plural and vice versa and words importing any gender shall include every gender.
- (b) The subtitle headings and the division of provisions into sections and clauses in these Terms are for ease of reference only and shall not be considered in the interpretation of the substantive provisions of these Terms.
- (c) Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.
- (d) Any reference to a Party in these Terms shall include a reference to its successors in title.

3.0 Representations, Warranties and Undertakings

The Applicant hereby represents, warrants and undertakes as follows:

- (a) that its subscription or application for the Banking Service, the execution of these Terms and the Application Form and all other related matters will not violate or contravene any laws or regulations or its memorandum and articles of association or by-laws or equivalent constitutive documents;
- (b) all transactions to be processed by the Bank will be and are in all respects properly authorised, valid and legally enforceable and the Bank is not obliged to make further inquiries on the same;
- (c) all data, information and documents submitted to the Bank in connection with the Banking Service are true, accurate, correct and complete;
- (d) that all consents, permits, licenses, approval, authorisations and/or exemptions from any persons or regulatory authorities (if any) required or necessary in respect of the Applicant's execution of these Terms and subscription or application for the Banking Service have been obtained and will be maintained accordingly and that all necessary resolutions or corporate actions have been obtained; and
- (e) that it shall provide such information or documents as may be requested by the Bank in respect of the Banking Service.

4.0 Conditions Precedent

The availability of the Banking Service is subject to the Applicant having:-

- (a) signed and completed these Terms and the Application Form, where required by the Bank;
- (b) provided the Bank with the Board Resolution or such authorisation documents or instructions as may be acceptable to the Bank; and
- (c) delivered such other documents as may be required by the Bank.

5.0 Charges

The Applicant shall pay the Charges to the Bank. The Bank shall be entitled to deduct or set-off any Charges payable by the Applicant from the Debit Account and where there is insufficient amount, then from such other account(s) of the Applicant with the Bank. The Bank may review and revise the Charges from time to time at its discretion and any such revision may announce to public or displayed via the Bank's website immediate.

6.0 Discretion to reject or suspend

Notwithstanding anything contained herein, the Bank shall be entitled to reject an application without having to assign any reasons thereto or suspend the whole or part of any of the Banking Service at any time including but not limited to the following circumstances with having to notify the Applicant of its decision:

- (a) if any amount of the Charges payable by the Applicant to the Bank is not paid or remains unpaid;
- (b) the Bank has reason to believe or suspect that the provision of the Banking Service is illegal, fraudulent or related to any activity that may be in violation of any applicable laws and regulations;
or
- (c) if the information or any of the documents given by the Applicant to the Bank is erroneous, insufficient or incomplete for any reason, or is not provided in the format and content as prescribed

by the Bank. The Bank at its discretion may obtain further information and supporting document to support the Banking service.

7.0 Reliance

The Applicant

- (a) acknowledges that the Bank has accepted the Applicant's subscription or application on the basis of and in full reliance upon, the representations above; and
- (b) agrees that the Bank
 - (i) is entitled to rely and act upon all Instructions, genuineness of all signatures and seals on any documents submitted or purported to be submitted to the Bank and to presume that the aforesaid have been duly authorised by the Applicant,
 - (ii) is entitled to rely on the correctness, completeness and accuracy of all or any Instructions, information, data, instructions or documents provided by the Applicant or any other information communicated by the Applicant to the Bank; and
 - (iii) may but is not obliged nor shall it be liable to check, verify, authenticate, re-confirm or ensure the correctness, completeness or accuracy of any Instructions, information or documents provided by the Applicant.

8.0 Non-liability

Neither the Bank nor any of their respective officers and employees shall be liable for any delay or reject of the Banking Service as specified under clause 6.0, losses or damages, lost profits, savings, opportunity loss or any other consequential damages which may be suffered or incurred by the Applicant or any third party directly or indirectly (even if the Bank has been notified of the possible damages or any claim against the Applicant or the third party)

9.0 Indemnity

The Applicant undertakes to indemnify and keep the Bank fully indemnified and save the Bank harmless at all times from and against all claims, liabilities, demands, losses, damages, cost, charges, taxes and expenses (including but not limited to legal expenses on a solicitor and own client expense) whatsoever and howsoever brought against, sustained, suffered or incurred by the Bank directly or indirectly in any way arising from any actions or claims suffered by or made against the Bank in relation to or arising from the Banking Service and any transactions processed thereunder or these Terms unless the same is caused directly by the Bank's gross negligence or willful breach of its obligations hereunder.

10.0 Unauthorised Use and Access

- (a) The Applicant shall not, at any time, attempt or assist, directly or indirectly, any other person to transmit any Unauthorised Contents. If at any time the Applicant discovers or suspects the occurrence of any of these activities, the Applicant is required to notify the Bank immediately.
- (b) The Bank may but is not obliged to monitor, supervise or review the Applicant's use and access of the Bank's website. The Bank reserves the absolute right to edit or delete any Unauthorised Contents which violate any of the provisions in these Terms without notice and without any liability whatsoever to the Applicant for doing so.
- (c) The Applicant agrees that its use and access of the Banking Service shall at all times be in accordance with all legislations, laws and regulations governing the same.

11.0 Disclaimer

- (a) All contents and information in respect of the Banking Service are provided on an "as is" and "as available" basis and not to be taken as investment, financial, commercial or business advice or recommendations. Such information and materials are provided for general information only and the Applicant should seek its own professional advice at all times and obtain independent

verification of the information and materials contained herein before making any decision based on any such information or materials.

- (b) The Bank does not give any kind of warranty, whether express, implied or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement or freedom from viruses. The Bank also does not warrant that the Banking Service will meet the Applicant's requirements, or be uninterrupted, timely or secure. The Applicant agrees that its use and access thereof shall be at all times at the Applicant's sole risk.
- (c) The Bank shall not, at any time whatsoever, be liable to the Applicant or any other person for any loss or damages arising from any interruption or unavailability of the Banking Service for whatever reason other than due to the Bank's gross negligence or willful default.

12.0 Instructions

- (a) The Bank may treat and accept all Instructions received by the Bank as Instructions properly authorised by the Applicant. The Bank shall not be liable for any fraudulent, conflicting or unauthorised instructions or mandates given by the Applicant or the Authorised Persons at any time concerning the Applicant's accounts or affairs. The Bank shall be under no obligation to check the authenticity of the Instructions or the authority of the person(s) giving them.
- (b) Where the Bank has reason to believe that an Instruction may not have been properly authorised or that a breach of security has occurred in relation to the use and access of the Banking Service, the Bank reserves the right not to act, or to delay acting on the Instruction without being liable to the Applicant.
- (c) The Applicant is solely responsible for the accuracy, correctness, authenticity and completeness of the Instructions.
- (d) If Instructions are given after any prescribed time given by the Bank, the Bank may but is not obliged to carry out or execute such Instructions.
- (e) The Bank may but is not obliged to cancel or change any Instructions after Bank has received such Instructions without being liable to the Applicant.
- (e) The Bank shall not be liable for any delay or non-processing of any Instructions of the Applicant which is due to or caused by any third party or events which is not within the control of the Bank.

13.0 Notices

Unless otherwise provided herein, all notices, requests, Instructions and communications to be given hereunder shall be given in writing and shall be deemed to be duly served:-

- (a) If sent by hand, upon delivery thereof;
- (b) If sent by fax, upon receipt of a transmission report by the sender indicating a successful delivery of the fax and for the avoidance of doubt, any fax sent after 3.00 pm on a Business Day shall be deemed received the following Business Day; or
- (c) If sent by email, upon receipt thereof and for the avoidance of doubt, any email sent after 3.00 pm on a Business Day shall be deemed received the following Business Day;
- (d) If sent by post, upon receipt thereof;

Any change in the address and contact details of the Applicant must be notified in writing to the Bank and will only take effect after the Bank has a reasonable opportunity to act on the change of address and contact details.

Unless otherwise provided herein, all notices and communications sent by the Bank shall be deemed to have been received and effective by the following means:

- Send notification directly to you via e-mail when dispatched;
- Publicize on newspapers, upon such publication being made;
- Display at the Bank branches and offices, upon such display being made;
- Display on the Bank's website upon such display being made; or
- Display on the Bank's social media channel.

14.0 Severability

If any one or more provisions of these Terms shall be invalid, void, illegal or unenforceable in any aspect by operation of law or otherwise, the validity, legality, or enforceability of the remaining provisions shall not in any way whatsoever be affected or impaired thereby.

15.0 Time

Time wherever mentioned shall be of the essence of these Terms.

16.0 Waiver

Knowledge or acquiescence by either Party hereto of or in any breach of any terms, conditions or obligations herein contained shall not operate as or be deemed to be a waiver of such terms, conditions or obligations or any of them and notwithstanding such knowledge or acquiescence or indulgence each party shall be entitled to exercise its rights under these Terms and to require strict performance by the other of the terms, conditions and obligations herein.

17.0 Variations

The Bank may from time to time vary, amend or modify any provisions of these Terms at Bank's discretion without prior notice. The Bank may effect such variation, amendment, modification through any one of the following means of communication, namely, in writing given in any of the ways referred to in Clause 13 or displayed via the Bank's website and any of the aforesaid means of communication shall be deemed as binding on the Applicant as from the date of notification of the amendment or from such other date as maybe specified by the Bank in the notification. The Applicant's continued use of or access to the Banking Service shall be deemed the Applicant's acceptance of such variation, amendment or modification.

18.0 Successors bound

These Terms shall be binding upon the Parties' successors-in-title and the assignee or transferee of the Bank.

19.0 Confidentiality

The Applicant agrees that the Bank may without further consent from the Applicant disclose any information in respect of the Applicant, these Terms and the Banking Service:-

- (a) to any of the Bank's related corporations, branches, affiliates, business partners and/or any of other persons in or outside Cambodia where the Bank deem disclosure necessary to give effect, complete, verify or restrict a transaction or instruction;
- (b) to National Bank of Cambodia or other regulatory authorities in or outside Cambodia including court orders and requests;
- (c) to protect and/or defend our rights and the Bank's property;
- (d) to the Bank's professional advisers, auditors or solicitors;
- (e) to protect the interests of the public including but not limited to the detection of crimes and the apprehension of criminals; and/or
- (f) where disclosure is required or permitted by laws.

20.0 Termination

Without prejudice to any rights contained herein or accrued hereunder either Party shall be entitled to terminate these Terms or any of the Banking Service by providing at least thirty (30) days prior written notice to the other Party. Notwithstanding the aforesaid, the Bank may terminate all or any of the Banking Service immediately upon notice to the Applicant in the event:

- (a) the Applicant breaches or fails to observe any of its covenants or obligations under these Terms;

- (b) the Applicant fails or defaults or delays in the payment of the Charges;
- (c) a receiver, manager, statutory manager, administrator, or similar official is appointed over the Applicant or any of its assets or any petition is presented for the winding up of the Applicant or any resolution is passed for the winding up of the Applicant or any similar or analogous step is taken in any other jurisdiction; or
- (d) the provision of the Banking Service may in the Bank's opinion result in the breach of any applicable laws and regulations.

Any rights and obligations under these Terms which by their term and sense would survive the termination of these Terms in any way shall continue to be in full force and effect thereafter.

21.0 Force Majeure

Neither Party shall be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, sanctions, wars, riots, floods, pandemics, earthquakes, government actions, disruption of electrical or power supply, insurrections and/or any other cause beyond the control of the Party whose performance is affected (other than payment of the Charges).

22.0 Property Rights

The Applicant acknowledges that all Property Rights shall at all times belong to the Bank or the relevant third party vendors, advertisers, affiliates, where applicable. The Applicant shall not attempt or reproduce, copy, transmit, publish, perform, broadcast, adapt, store, distribute, display, license, alter and/or hyper link the Property Rights without the Bank's prior written consent.

23.0 Bank's rights and remedies

These Terms governing the provision of the Banking Service by the Bank shall not be construed so as to (a) affect any right or remedy of set-off, combination or consolidation of accounts or other security to which the Bank may from time to time be entitled to in relation to the other accounts of the Applicant; and (b) vary or waive any powers or rights that the Bank may have under or pursuant to any mandates or standard terms and conditions with respect to any accounts of the Applicant. For the avoidance of doubt, any powers and rights that the Bank may have in respect to any accounts of the Applicant shall not be affected by virtue of such accounts being operated in accordance with the Banking Service. The Bank makes no representation or warranty, express or implied as to the suitability of the use of the Banking Service by the Applicant. The Applicant agrees that the limitations and exclusions set out herein are reasonable having regard to all the relevant circumstances and the levels of risk associated with the Applicant. The Bank is authorized to appoint service providers, agents or advisors for purposes of providing the Banking Service.

24.0 Right to Debit

The Applicant hereby authorises and consents to CIMB Bank PLC debiting its accounts for payment of any of the Charges in respect of the Banking Service provided by CIMB Bank PLC.

25.0 Bank's standard operation terms

Save as expressly provided for in these Terms or otherwise agreed in writing between the Bank and the Applicant, all accounts of the Applicant shall be operated in accordance with the Bank's standard terms and conditions as agreed with the Applicant and to the extent that they do not conflict with the terms of these Terms (which in the event of any such conflict, the Bank's standard terms shall prevail).

26.0 Hyperlinks

The Applicant agrees that the Banking Service may contain hyperlinks to third parties' websites, which are not under the Bank's control. These hyperlinks are provided for the Applicant's reference only and do not represent in any way whatsoever the Bank's endorsement, recommendation or sanction of the same.

Accordingly, the Bank shall not be responsible or liable for the Applicant's use and access of such third parties' website or any information or materials available therein. The Bank shall also not be responsible for any form of transmission or communication between the Applicant and the said third parties or the Applicant's participation or use of their information, materials, Banking Service or promotions. For this purpose, the Applicant agrees to be solely responsible for the same or any portion thereof. Accordingly, the Applicant is therefore advised to obtain independent professional advice at all times.

27.0 Assignment/Transfer

The Applicant shall not assign or transfer any of its rights and/or obligations under these Terms. The Bank shall be entitled to assign and/or transfer its rights and obligations under these Terms with written notification to the Applicant.

28.0 Compliance with laws and regulations

The Applicant acknowledges that the Bank, in complying with all relevant laws, rules and regulations applicable to it, whether in Cambodia or other jurisdictions, is entitled to take or omit taking any action in the Bank's sole and absolute discretion and which the Bank considers appropriate to take in order to ensure compliance with such laws, rules and/or regulations including but not limited to intercepting and investigating and payment message and other information or communication sent to, by or on behalf of the Applicant via the system(s) of the Bank or any related corporations of the Bank, making further inquiries as deemed appropriate by the Bank and neither the Bank nor any of its related corporation shall be liable for any delay or failure in processing any such payment messages, information or communication or any obligations under the Banking Service arising or in connection with the Bank taking such steps related to complying with such laws, rules and/or regulations.

29.0 Disputes

The Parties shall use all reasonable efforts to negotiate with each other in good faith and settle amicably any disputes relating to the Banking Service. If such disputes(s) cannot be resolved, at the election of either Party, such dispute may be submitted to a court of competent jurisdiction in Cambodia.

30.0 Entire Terms

These Terms forms the entire agreement between the Bank and the Applicant and supersedes and replaces any previous agreements between the Bank and the Applicant in respect of the Banking Service which are hereby terminated. These Terms shall take effect on the day and year first above mentioned.

31.0 Privacy Clause

The Applicant hereby irrevocably consents and authorises, and confirms that it has duly obtained its directors, shareholders, officers, guarantors and / or such other relevant persons consent and authority, for the Bank

- (a) to be provided information (inclusive of relevant personal information of the said directors, shareholders, officers, guarantors and / or relevant persons) as may be required by the Bank for processing and for use in accordance with relevant Terms and for the purpose of the grant and continued maintenance of the Banking Service;
- (b) to carry out the necessary reference checks including but not limited to credit reference / reporting checks to further ascertain the status of the Applicant and its subsidiaries, directors, shareholders, officers, guarantors and / or such other relevant persons; and
- (c) to provide the said directors, shareholders, officers, guarantors and / or relevant persons with information on the Bank's products, services and / or offers (inclusive of the products, services and offers of entities within the CIMB Group) which may be of interest and / or financial benefit to them,

at the Bank's sole discretion, without further reference to the Applicant, its subsidiaries, the directors, its shareholders, officers, guarantors and / or relevant persons. The Applicant agrees to undertake the responsibility to update the Bank in writing should there be any change to the personal and financial information relating to the said directors, shareholders, officers, guarantors and / or relevant persons. Should the said consent and/or authority be subsequently revoked by any of the said directors, its shareholders, officers, guarantors and/or relevant persons, the Applicant agrees that the Bank shall have the right to terminate the Banking Service. This clause shall be without prejudice to any other clause in these Terms which provide for the disclosure of information.

32.0 TAX

(a) If the Bank is required to make any payment on account of tax or otherwise on or in relation to any amount paid, transferred or received, or payable, transferable or receivable, pursuant to the Banking Service or any liability in respect of any such payment is asserted, imposed, levied or assessed against the Bank, the Applicant shall, to the extent that such payment or liability or a part thereof is in the Bank's opinion referable to the Applicant, promptly indemnify the Bank or the Bank on its written demand against such payment or liability, together with any late payment charges, penalty, cost or expense payable or incurred in connection therewith.

(b) The Applicant shall furnish the Bank, with such documents and other information as the Bank may require concerning the tax consequences of the Banking Service (including, without limitation, whether there may or will be any withholding of tax) or for the purpose of complying with tax laws in any applicable jurisdictions.

(c) The Applicant shall continue to be bound by the provisions of this clause 32.0 despite the termination of the Banking Service.

(d) If any payment to be made under this Terms is subject to the deduction or withholding of tax, the sum payable in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, the Bank receives and retains (free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

33.0 Laws

This Terms and Conditions shall be governed by and construed in accordance with laws of Kingdom of Cambodia, rules or regulations of National Bank of Cambodia and other bodies, association, authority or entity having rights or powers over the Bank. The Parties hereby submit to the exclusive jurisdiction of the Cambodian Courts.