

## TERMS AND CONDITIONS

- 1 All Banker's cheque (BC) or Demand Draft (DD) will be issued crossed – “Non-Negotiable” and will be valid for six (6) months from the date of issuance
- 2 Encashment or payment of the draft will be credited to the relevant account. Any exception is subjected to the Bank's approval.
- 3 Remittance request made via cheque, will only be effected upon clearance of the cheque.
- 4 The Bank (including all its branches) shall not be liable for any delay, damage or losses arising from any act, decree or order of any government or their agencies or directive of any applicable regulatory authorities (whether in Cambodia or elsewhere) or any other causes which is beyond the control of the Bank, its branches, agents or its correspondents.
- 5 The Bank is permitted to make use of any of its branches, correspondents or agents or any other agencies to effect the payment of the DD or the transfer of the funds on behalf of its customer.
- 6 Telegraphic Transfer (TT) are sent by wire, cable or telex or through any other channels, coded or authenticated as required, entirely at applicant's own risk. Neither the Bank nor any of its branches, correspondents and agents shall be liable for any consequence or loss which may arise or incurred through interruption, omission, error, misinterpretation, mutilation, loss or delay in transmission or delay in recipient receiving the funds.
- 7 Though the Bank shall endeavor to transmit a TT application within the same working day or the next business day, the Bank or its agent is not liable for the delay in payment if the transaction is delayed due to agents in different time zones or delays which may be caused by non business days in other countries.
- 8 While the Bank will endeavor to execute the payment order on the same day or next business day (depending on the time of receipt), upon receipt of the payment order from another financial institution, the Bank is given the time to seek confirmation or make enquiries from the remitting bank or any other relevant party if the payment instruction is not in order or incomplete or if there are any discrepancies.
- 9 If the Bank is still in possession of the funds, any refund by the Bank for the amount of the DD or BC or TT funds (including those returned) will only be made to the applicant at the Bank's discretion. The Bank will deduct all costs, interest, charges and any expenses incurred. The return of the funds will be subjected to the Remittance Terms and Conditions set by the Bank which may vary from time to time. If the Funds are in Foreign Currency, the applicable exchange rate (buying rate) of the day will be used. However, this is subject to any restrictions which may be imposed by the Bank from time to time. BC or DD must be returned to the Bank before any payment is made.

- 10 If the BC or DD is lost, stolen or destroyed, the applicant may request for the issuance of a replacement. However, the applicant must provide the Bank with the Letter of Indemnity protecting the Bank against any loss or liability in respect of the lost, stolen or destroyed BC or DD or such other documents as may be required by the Bank. The applicant must bear the cost for the new issuance of the BC or DD and the Bank may impose a fee for any replacement issuance which may change from time to time.
- 11 The applicant shall immediately notify the branch where the application was made in writing, of any non-receipt of funds by the beneficiary. Upon receipt of such written notice duly given by the applicant, the Bank shall look into the applicant's complaint and conduct the necessary investigation and rectification, if any. All costs arising from the above are to be borne by the applicant.
- 12 All charges outside Cambodia are to be borne by the beneficiary unless instructions to the contrary have been given.
- 13 The Bank is entitled to disclose information in its ordinary course of business in relation to the applicant's affair or account without the prior consent of the applicant :
- i) To any bank or financial institution for investigation purposes;
  - ii) For or in connection with any action or proceeding taken for the purpose of recovery of monies due and payable by the applicant to the Bank;
  - iii) To any authority or body established by National Bank of Cambodia or any other authority having jurisdiction over the Bank; and
  - iv) As directed or requested by the Court(s).
- 14 The Bank reserves the right to disclose any information thereof to its branches, head office or the government for regulatory reporting purposes as required.
- 15 The Bank shall be entitled at its sole discretion without assigning any reason thereto to refuse and/or Cancel and/or to decline any application(s) for a BC, DD and/or TT if the Bank suspects that the proceeds of the payment have been illegally obtained and/or monies are remitted for illegal purpose or in the event that the Bank is not satisfied with any information and/or details provided by the applicant in support of the application.
- 16 The Bank buys / sells hard cash / currency at prevailing daily exchange rate published by the Bank. Selling of currency will be determined by the availability of stock as at time of transaction.