

## AMK's General Terms and Conditions of Saving Account

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1. Intro	<u>oduction</u>					
1.1.		AMK Microfinance Institution Plc (AMK Microfinance Institution Plc.) called "AMK". The account owner is called "customer". All individuals who has signed or affixed the thumbprint on the Account Opening Form are considered deposit account owners.				
1.2.		General Terms and Conditions of Deposit is the agreement between "AMK" and "Customer". When the customer signs on the saving openning accour application, it means that the customer agrees to the terms and conditions herein.				
2. <u>Defi</u>	initions					
Account		9	Refers to all AMK's deposit accounts, including fixed term account, non-term account, contractual account, individual accounts, joint accounts, corporate accounts, or other savings account that AMK creates in the future.			
Account Statement		8	Is an account statement showing the financial transactions of clients who operate with AMK, such as withdrawal, transfer, fee deduction, tax deduction, and interest charges by AMK.			
Fixed Tem Deposit Account		9	Is an account that requires a one-time deposit at the time of opening an account and a fixed amount of withdrawal. Fixed term accounts include Fixed Term Interest and mothly interest.			
Non-term Deposit Account		8	Is an account that customers can withdraw and deposit freely and no specific date to be deposited or withdraw.  Non-term account: Easy Account or Lucky Account, etc.			
Contractual Account		8	Is an account that requires customers to make a regular deposit according to the amount and date agreed with AMK, and customers can not withdraw money before the deadline, only when requesting account closure. Contractual accounts are Future Account, Happy Old Age Account or Smart Kid Account, tec.			
Individual Account		8	Is an account owner accounts are individuals who opened this account alone.			
Joint Acc	ount	90	Is an account with a personal account owner of up to 2 people and up to 10 people			
Corporate	e Account	8	Is a corporate account which is legal entity such as Entity, Organization, Association, Project, Funding.			
Inactive A	Account	9	Is an inactive account is a non-term deposit account that does not have a financial transaction (excluding interest income or other system fees) over 12 months.			
Minimum deposit	initial	90	is the money required to be deposited into the account when opening.			
Minimum Balance		8	The minimum balance that a customer must keep in the account can not be processed until the customer close the account.			
Available Balance		8	Balance after deduction of Margin for account operations and balance that can withdrawal or transfer.			
Total Balance		00	The total of margin for account transactions and avialable account balances.			
Account Ownership		9	Saving Card, Certificate, or ATM card which is issued by AMK to show when doing transaction.			
Account Owner		0 0	One or more persons who use their names when opening an account, and that person is liable to the account through signature or thumbprint. If the account has more than one owner, the account owner word refers to the account owner and the individual. If the account owner is more than one, the account owner's name refers to all that persons. If the corporate account, the account owner's name refers to the entire organization.			
ATM Card		8	AMK debit card which can be used for account transactions with AMK's office, agent, ATMs and CDMs, and other channels of AMK.			
AMK Agent		0 0	Individuals who have signed contracts and are properly trained to conduct financial transactions to customers on behalf of AMK. Customer may identify as an AMK agent by marking a trademark at the location of the transaction or closing his / her logo as AMK's agent with the trademark of AMK.			
Operating Condition		9	The conditions the account owner chooses to carry out the account on the account opening form.			
Insurance	e Company	90	Is an insurance company (life or general) that has been granted a license from the Ministry of Economy and Finance of the Kingdom of Cambodia and has signed a partnership agreement with AMK to provide AMK Customer Service.			
3. <u>Owr</u>	nership of Sa	ving	<u>a Account</u>			
3.1.	Individual	cus	stomer:			
	3.1.1 Ind	livid	lual Account: Individual account owner is person who has full rights and obligation on that account.			
	and cor	ners Iditi	Account: All account owners have the same obligation on the account. All conditions apply to all joint account owners. Individual account shave a shared and distinct responsibility of the AMK obligation with AMK. All rights reserved for the account are subject to the terms ons of account all agreed by the account owner			
3.1.3 Cor rep		ite customer:  Corporate account: The entity is the owner of Account has rights and obligation of the account and may exercise its rights through the epresentative of the orginization limited to the account opening form or at the discretion of the orginization for the assignment of the epresentative				
3.2.	Account ownership:					
for Op		era	<u>rd:</u> Is provided to a contracted account owner or individual owner or joint account owner who has selected the terms of any ATM Card ration.			
			<u>rd:</u> Is offered to any joint account that the customer has chosen the condition of having at least 2 (two) people to do the transaction. account shall be Corporate Account, Furture Account and Happy Old Age Account.			

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	Certificate of Fixed Term Deposit: is offered to the owner of fixed term deposit account.
3.3	Account verification requires that the customer show ownership documents (3.2) and use the ATM card password, or verify photos, signatures or thumprint, depending on the size or type of operation of the client and based on AMK's policy.
3.4.	In the event that a person uses a certificate of ownership of another person's account without the authorization of the account owner or the unconditional authorization letter, AMK will not operate for that person.
3.5.	When a customer cannot show ownership documents, customers must come to one of AMK's offices, accompanied by a proof of identification to be able to use the account transaction.
4. <u>Op</u>	ening Saving Account
4.1.	Customer shall open saving account at AMK's office or branches or with AMK's staff depending on kind of saving on brochure.
4.2	Customers must fill in the personal information or information of the orginazation they represent as well as sign or print the right thumbprint and confirm the accuracy of the application form.
4.3	Any changes or scrapes on this account opening form must be properly acknowledged by the customer.
4.4	Customer must provide AMK with all required documents and other legal documents upon request of AMK in accordance with AMK's KYC policy.
4.5	Customer must deposit the amount equal to or greater than the minimum amount according to each type of product in AMK brochure.
4.6	For an account opened by a sales staff of AMK, account owners may be required to come to any AMK office to add information.
4.7	After opening an account, the customer will receive a document of ownership as described in point 3.2. above.
5. <u>De</u>	p <u>osit</u>
5.1.	Customers deposit money into account at office, ATM, agent, branch embassador, or with AMK staff, according to the type of deposit and transaction size as determined by AMK on the brochure.
5.2.	Deposit at AMK office:
	✓ All saving, applicants or customers must complete the deposit slip as determined by AMK. The applicant or customer must ensure that the information completed in the deposit slip is correct.
	✓ Any deposit by using ATM Card and PIN number, the customer is not required to complete the deposit slip. The customer will receive a receipt, the same as the receipt recieved from AMK's agents, specified the transaction.
	✓ Any changes or scrapes on the deposit slip shall be acknowleged and signed or affixed thumprint by requestor or customer.
	✓ Any deposit in bank cheque or transfer will be considered valid only when the payment instrument is cleared and paid correctly. In the event that a payment instrument is returned to a customer, he / she cannot make a payment in any way, so the customer is obligated to pay any fees that may arise (if any).
5.3.	All Deposits with AMK's agent, staff or CDM, the applicant or customer must have an ATM card. In order to make a deposit transaction, you must enter your own password and do not tell the PASSWORD to AMK's agents, employees or anyone else.
5.4.	Customers can deposit money according to the size determined by each AMK channel.
5.5.	After deposit, the customer will receive a deposit slipt, invoixe or message to a customer's mobile phone. Customers must keep their deposit slipt, invoice or message for verification if necessary.
5.6.	All any cash demage or dirty or badly mutilated banknoted got from customers or accepted by the Cash Deposit Machine (CDM) that unacceptable or inaccessible in the market will be contacted to customer to return those banknoted to cusotmer. In case customers not agrree to change, AMK will debit the customer's account in the amount of the banknoted cannot exchange.
6. <u>Wi</u>	thdrawal
6.1.	Customers can withdraw money from an office, ATM/CDM, AMT's agent, branch embassador, or AMK staff, depending on the type of deposit and transaction size as determined by AMK.
6.2.	Limitation of Withdrawal: Customers can withdraw money according to the amount determined by AMK's policy.
6.3.	Withdrawal condition at AMK office
	✓ Any savings account owner must complete the withdrawal slip affixed with signature, thumbprint or password in accordance with the conditions of the transaction which the account owner has agreed in the initial account opening form and must provide or show documents proving ownership of the account, or any other document that AMK request for verification.
	✓ Any withdrawal by using ATM Card and PIN number, customer is not required to complete the withdrawal slip and customer will receive a receipt, the same as the receipt recieved from AMK's agents, specified the transaction. The withdrawal amount shall be pursaunt to AMK's policy.
	✓ Any changes or scrapes on the withdrawal slipmust be acknowledged and signed or affixed thumbprint by the customer.
	✓ Non-term deposit Account: withdrawal can be made either by account owner or the person authorized by the account owner to make a withdrawal. However, the authoried letter does not allow for scratching.
	✓ Fixed Term Deposit or Contractual Account: Customers can not withdraw prematurely unless they close the account.
6.4.	Condition of wihdrawal at agent, AMK's staff, and ATM/CDM.
	✓ The account owner must have his ATM card and enter the ATM card password to operate.
	✓ The customer must not tell the password to AMK's agents, staff or any other person to carry out their operations. Any loss arising out of incorrect password retention is the responsibility of the account owner.
7. <u>Fre</u>	eeze account
AMK sha	ll freeze the customer's accoount as follows:
7.1.	Request by account owner: In order to request for freezing the account, the account owner shall complete the application form at AMK's office and provide AMK the identification documents and other documents related to othe account, and sign or affix thumbprint on the application form in order to prove the consent. In this case, AMK shall only unfreeze the account upon getting a formal and correct request from the account owner.

Request or prescription by public authorities: AMK shall freeze customer's account immediatly without providing any notification to the customer

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	upon the receipt of a request or prescription from public authorities (Court, National Bank of Cambodia, Ministry of Interior, Ministry of Foreign Affairs and International Corporation and Ministry of Economic and Finance, etc.). In this case, AMK shall only unfreeze the account upon the receipt of an order or prescription from the public authorites as stated herein.
7.3.	Request by authorized person of the company: AMK shall, at its sole discretion, freeze the company's account upon the request from the authorized person of the company such as company's shareholder or director or general director/chief executive officer, etc. In this case, AMK shall only unfreeze the company's account upon the receipt of a formal request from that authorized person.
7.4.	The account is suspicious to Money Lundering "AML" and Financial terrorism or criminal offences: AMK shall, at its sole discretion, temporarily freeze the customer's account for the investigation without providing any notification to the customer if AMK found that the customer's account is suspicious to AML and financial terrorism or criminal offences. AMK shall only unfreeze the account if there is a clear evidence provided and specified that the supicious account has not been involved in any AML and financial terrorism or any criminal offences.
8. <u>Acc</u>	count closure
8.1.	In order to close an account, there shall be a request from account owner or director's resolution or shareholder's resolution of the institution in accordance with the statute of the institution. The account owner shall complete an application to close any account at any AMK office by providing any documents certified the ownership of the account to AMK. Upon the closure of the account, the customer will receive the remaining balance in the account, including the interest, any service fee deduction, any fee owing to AMK and any payment as specified in section 19.
8.2.	Customer authorizes AMK to close their account without providing any notice to customer for any account that:
	8.2.1 no balance in the account for a period of times which is determinated by AMK's policies or procedures;
	8.2.2 account information was not provided per AMK request or the account information is not completed;
	8.2.3 request or prescription by public authorities, required by the laws and regulations of the kingdom of Cambodia or by international agreements which Cambodia government has implemented or is being a member of these international agreements;
	8.2.4 is in the UN Sanctions List, EU Sanctions List, OFAC Sanctions List, FATF Sanctions List and other Sanctions List which is issued by regulators;
	8.2.5 is in a hight risk related to AML and financial terrorism or criminal offenses; and
8.3.	8.2.6 is closed by AMK sole discretion.  All new accounts that opened with unbalanced (zero balance) from the first opening day until more than 90 days, the customer agree and authorize
	AMK automatically close account and without provoiding prior notice to the customer.
8.4.	Before closing the customer's account, AMK reserves the rights to settle any service fee or debt which the customer owing to AMK. The remaining balance shall be arranged as required by the public authorities or managed based on AMK's procedures.
9. <u>The</u>	e settlement account
9.1.	Customers who have fixed deposit account, happy old age account and future account is required to have another account in order to settle the saving amount (Pay in and Pay out) into fixed deposit account, happy old age account and future account in accordance with the set date.
9.2.	Customer is not allowed to close this settlement account unless the customer requests to close fixed disposit account, happy old age account and
10. <u>Do</u>	future account or the account reached maturity date.
10.1.	Dormant account refers to customer's account that has no transaction (except any transaction made by AMK such as interest payment and service fee deduction) for more than 12 consecutive months. In case the customer's accounts has no transaction for a period of 3 years or 1095 consecutive days, the customer agree and authorize AMK to deduct the service fee from such dormant account in accordance with AMK's policy and without provoiding prior notice to the customer. Such service fee is displayed on AMK's outreach network as defined in section 22.
10.2.	For any dormant account which is inactive for the period of 10 years, AMK will close the account and transfer all remaining balance to the National Bank of Cambodia.
11. <u>Acc</u>	count owner information change
11.1.	Customers are obliged to update personal information or orgnization to ensure that the information provided to AMK is accurate. The request for change of customer account information is requöired in written form and come to AMK's office.
11.2.	Information on account owners such as: change of nationality, date of birth, employment, identification, phone number, email, address, or amendment of the operating conditions of the account or amendment of the statute of the organization or change of specimen, thumbprint or update of the business license or shareowners' ownership, etc.
11.3.	Any consequence of the failure to change or update the information of the account owner is solely the responsibility of the account owner
11.4.	Customers cannot request changes to the account owner information that may lead to the transfer of ownership of a deposit account
12. <u>Ge</u>	neral Condition of ATM and Password
12.1.	Customers can request more account linking with their ATM card for an account with Customer Identity.
12.2.	Upon receiving ATM card, the card owner must immediately change the ATM card's password without having to retrieve the original PASSWORD to use, operate, and keep secret.
12.3.	When a customer operates, the customer must always enter the password by yourself.
12.4.	The password of the card must be 6 digits, subject to the following conditions
	✓ Do not set a numeric password, eg 123456 or 987654
	✓ Do not set the exact password, for example: 000000 or 999999
	✓ Do not set password as phone number.
	✓ Do not set password as your Date of Birth.
	✓ Do not set password that someone else knows or is uncomfortable
12.5.	If the customer has entered an incorrect password 3 times in AMK's ATM/CDM, ATM/CDM will confiscate ATM Card or freeze the withdrawal amount until the account owner requesting to re-connect.
12.6.	Customer must request in writing to AMK or call Call Center if the customer forgets the password.

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12.7.	ATM Card and password is confidential so customers do not have to give ATM or password to anyone.					
12.8.	Any ATM card loss or return of an ATM card to another person by the account owner for any purpose is the responsibility of the account owner					
12.9.	Any irregularities related to AMK's account balances or any other type of ATM; customer have to contact AMK immediately. The delay in submitting an application for review or research causes of negligence of the customer AMK does not search for clients if customer or applicant has no documents, information, or issues that have occurred more than 30 days.					
12.10.	Customer should contact AMK immediately via AMK office or call AMK Hotline at 023 22 02 02 or 1800 200 200 in case ATM card is damaged or lost. AMK is not liable for any account transactions or any consequence that has arisen before notice by the account owner					
12.11.	Customer must follows AMK's staff or customer service communication after contact to AMK.					
12.12.	Requesting for making new or additions are required to submit a written request at any AMK's channels. Customer must pay service fee according to AMK's policy.					
13. <u>Con</u>	13. Condition of using Saving Card and Certificate					
13.1.	Customer should contact AMK immediately via AMK office or call AMK Call Center 023 22 02 02 or 1800 200 200 or AMK's staff in the event that the Savings Card or Certificate of Account of Damages or Loss.					
13.2.	Customer must follows AMK's staff or customer service communication after contact to AMK.					
13.3.	Requesting for a savings card or a replacement certificate or supplement must submit a written request at any channel as determined by AMK. Customer must pay service fee according to AMK's policy					
14. <u>Con</u>	ditions of service provide information on accounts					
14.1.	Customer request by phone call to Call Center or AMK office to link account transactions.					
14.2.	Automatically messages which is sent by AMK call "AMK". All E-mail alerts to customers are agreement between AMK and customer or informing from AMK.					
14.3.	AMK is not responsible for any consequences arising from the fidelity or error of the telephone or telecommunication system or the messenger of the supplier of the messaging service.					
14.4.	Customer must promptly notify AMK or call AMK's Call Center if his / her phone number or e-mail address is lost or changed. AMK is not responsible for any consequences that occurred before notification of the account owner					
14.5.	Customers can request to stop using account information service by calling to AMK's Call Center or visiting any AMK office.					
14.6.	Clients allow AMK to send AMK product and service notification via SMS and / or email.					
14.7.	AMK reserves the right to charge service information on this account. The fee is displayed on AMK's broadcasting network, as defined in point 22.					
15. <u>Inte</u>	rest rates, fees and exchange rates					
15.1	Interest Savings Account is provided in policy interest rate shown on AMK's brocasting network, as defined in point 22.					
15.2	Customer must pay for any operation fee or other services, as specified by AMK, which is advertised on AMK's web site.					
15.3	AMK reserves the right to add or delete or modify all interest rates, fees or other terms and conditions of the transaction by notifying the Customer as defined in point 22.					
15.4	Financial transactions to change the currency type are in accordance with the exchange rate determined by AMK.					
16. <u>Tax</u>	es and tax exemptions					
16.1.	AMK is responsible for deducting the tax withheld from customers in accordance with applicable tax laws and regulations required by the Royal Government of Cambodia from the interest earned by the customer at each deposit of the account. AMK will not notify the account owner of the tax deduction required by the Royal Government of Cambodia.					
16.2.	AMK has the right to withdraw money from customer's account for the purpose of enforcing the laws and regulations of the Kingdom of Cambodia and the agreements that the Royal Government has implemented and is as a member.					
17. <u>Con</u>	ditions and other benefits					
17.1.	Accounts linked to insurance					
	✓ AMK reserves the right to add or delete or modify the benefits of any such insurance at any time without prior notice to the customer.					
	✓ The insurance company is the only institution that has the right to make a judgment on payment to customers. AMK does not participate in the payment review process.					
17.2.	Other benefits AMK offers: AMK reserves the right to add, subtract or delete or modify the terms of benefit at any time with notice as set in point 21. notification.					
18. <u>Cust</u>	tomer information privacy					
18.1.	AMK shall keep confidential the information of the customer's account and shall not share such information to any person without customer's consent.					
18.2.	Customer agrees that AMK may use and share their account information to AMK's parent company or subsidiaries or affiliates or branches or shareholders or directors or employees or auditors (internal and external) or other senior management or third parties if necessary or service providers or AMK's advisors for preparing any data, administrative works, research, marketing and other necessary purposes.					
18.3.	For any customer account that is linked to the insurance, customers have agreed to allow them to share their customer's information and customer's account information to AMK's insurance brokerage company in order to provide insurance benefits to customers.					
18.4.	AMK will provide confidential information of customers without notifying customers in the event of a request from the National Bank of Cambodia or a competent court or authority in accordance with the laws of the Kingdom of Cambodia or any foreign government in accordance with the laws, regulations and international agreements that the Government of Cambodia has exercised and is a member.					
19.1.	Customer allows AMK to freeze or withdraw money or remittance or adjustment on Customer's account (Fixed Deposit or saving Account or Contracted Account) without prior notice to the customer to pay the following:					

Feb-2024 PDD V07 Fees, deductions, damages, tax credits, damages to which AMK clients are still not settled (if any) The money that the customer orders to operate and has not been paid and cleared (if any) AMK debt owed to customers owing to maturities due or due not yet due (if any) The money that the customer has been lending or with any guarantee with AMK (if any) Money deposited into the wrong account (if any). 19.2. Customers do not have to perform transactions in the event that the balance of the account is not sufficient or below the minimum amount determined by AMK. 20. Anti-money Laundering and Financial Terrorism 20.1. Customer agrees and authorizes AMK to freeze their account or freeze their account balances or postpone or deny any transaction without liability for any damages, if required by laws or regulations, or National Bank of Cambodia or Court, or competent authorities in accordance with the laws of the kingdom of Cambodia. 20.2. Account opened by sales staff To ensure accuracy and compliance with all anti-money laundering and terrorist financing laws, all accounts opened by agents and sales staff of AMK are required to undergo screening of AMK's application documents and identification documents. Therefore, during checking, customers can not withdraw or transfer funds from the account After the review process, customers can simply withdraw their savings from their accounts. 20.3. Customer agrees to cooperate and provide supporting documents relating to their accounts or transactions if required by AMK or by the laws or regulations of the National Bank of Cambodia, or court, or competent authorities in accordance with the laws of the Kingdom of Cambodia. 21. The death of the account owner or the closure of the institution of a client with an institutional account 21.1 Individual Account After the client's death, relatives, or spouse, the client must present to AMK the following original documents: Letter of death Proof of ownership of the account Account owner's credentials Family book or book owner's book Identification of the Asset Receiver Proof of successor (Hereditary) legally (the "Certificate of Inheritance") includes, but is not limited to: a. The court's decision pertains to the account owner b. A valid letter of validation of the account owner c. Other legal documents at approximate prices In the case that a legal resident can not show AMK the abovementioned ID, with its exclusive discretion, AMK may consider accepting an agreement in the household owner's account that agrees to hand over any personal assets that have been certified by Commune / Sangkat in the following a. The individual is a legitimate successor, declares and claims in writing that he or she will be liable in law to the account of the deceased account owner and associated rights to any other person claiming to be a legal resident. The death of an account owner is solely the responsibility b. The amount of the deceased account owner's that will be transferred to a legitimate successor is at a reasonable level, in accordance with AMK's internal policy, which may be amended often. AMK reserves the right to review and evaluate documents in order to award money to relatives or relatives of customers. A court order or letter of recommendation exceeds the agreement in the household of the account owner. AMK will not be liable for the consequences of failing to submit a copy of the letter of recommendation. 21.2. In addition to the documents as stipulated in Article 20.1, when the account owner is dead, all other account owner must present the original death certificate and the deceased's family book to the AMK to request closure or modification of the account information by removing the account owner to name the legal successor in accordance with the original document 21.3 Corporat Account Upon dissolution of the institution in any case, the institution must close the account before the institution is completely dissolved. In the event that the institution is dissolved before requesting closing your account, closing the account must be displayed a. A letter of dissolution of a body that is issued by a competent authority or a court order that an individual has the right to close the account b. The collective decision of the shareowners or the board of directors to close the account in accordance with the statute of that institution, issued when it has not yet been dissolved or c. A request to close an account that signs or prints a fingerprint or seal from the account representative of the institution. 21.4 Any of the cases mentioned above may be subject to change according to actual or legal requirements. 22. Media and notifications 22.1. All terms and conditions contained in the terms and conditions of this deposit account and any specific terms as outlined in the brochure may be subject to change. AMK will inform subscribers as soon as possible by contacting the customer's address or phone number or email address, either by posting at AMK or at AMK's location or on AMK's website at www.amkcambodia.com or through AMK's news media. 23. Applicable law 23.1. All terms and conditions set out in the general terms of the deposit account are subject to the laws of the Kingdom of Cambodia. 23.2 In case of inconsistency between English and Khmer language in this document, the Khmer language will have the potential for disproportionate

disagreement.