

# J Trust Royal Bank Personal Loan

TERMS AND CONDITIONS | AUG 2019

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This document must be read in conjunction with the 'J Trust Royal Bank Personal Loan Fees and Charges' brochure. Together, they form the terms and conditions which apply to this product.

# J Trust Royal Bank Personal Loan Terms and Conditions

## GENERAL ACKNOWLEDGMENT

These J Trust Royal Bank Personal Loan Terms and Conditions (the “Terms and Conditions”), together with the Application Form (the “Application”), constitute the Loan Agreement between the Bank and the Borrower. By entering into the Loan Agreement, evidenced by the signing of the Application, the Borrower agrees to be bound by the terms and conditions of the Loan Agreement.

These Terms and Conditions apply together with the Bank’s General Terms and Conditions - Retail Banking and any other product and service terms and conditions applicable to the products and services provided to the Borrower. These terms and conditions are available upon request at any the Bank branch. Unless otherwise specified, if there is an inconsistency between these Terms and Conditions and other Terms and Conditions applicable to the Borrower, these Terms and Conditions will prevail.

Acceptance of the Application Form does not obligate the Bank in any way to grant any Loan to the Borrower but it constitutes the Borrower’s binding offer and agreement to these Terms and Conditions.

The Loan is provided on an uncommitted basis and subject to the Bank’s review at any time. The Bank shall have the overriding right to (i) reduce or cancel this Loan (or any part thereto) at any time; and/or (ii) require full repayment on demand if any Event of Default (as provided in Article 4 below) has occurred or the Borrower breaches any of its obligations under any other terms and conditions applicable to the Borrower.

The Borrower represents and warrants to the Bank that at all times as long as the Loan subsists all the information provided by the Borrower to the Bank is true and correct in all respects and the Borrower has disclosed all material information concerning the assets or financial conditions of the Borrower as well as information that may affect the ability of the Borrower to perform its obligations under these Terms and Conditions.

## Definitions

The following definitions apply throughout these Terms and Conditions, unless otherwise provided:

“**Bank**” means J Trust Royal Bank Ltd. or any of its assigns or successors.

“**Loan**” means the personal loan provided by the Bank to the Borrower.

“**Borrower**” means the person who signed the Application Form.

### 1. Loans and Disbursements

- 1.1 The Loan shall be available to the Borrower for only one drawdown after the Application is approved by the Bank.
- 1.2 The Bank’s decision in respect of the tenor and amount of the Loan shall be conclusive and binding on the Borrower notwithstanding the Borrower’s request in the Application.
- 1.3 Depending on the customer category, the Borrower must open and maintain a salary account or a USD transaction account (the “Account”) at the Bank for the purposes of this Loan. The Loan shall be disbursed in USD into the Account.

### 2. Interest and Fees

- 2.1 The interest rate shall be calculated on the annual basis of the calendar and each year shall have 365 days.
- 2.2 Interest shall be accrued on a daily basis, calculated based on the reducing balance basis.
- 2.3 The Bank may at any time change the method of calculation, frequency and any repayment terms, including, but not limited to, interest rate, fees and charges.
- 2.4 The Borrower acknowledges and agrees that if the accrual calculation method used by the Bank results in a residual outstanding balance to be repaid on the last instalment, this will form part of the final instalment and shall be paid together with the final instalment.

### 3. Repayment

- 3.1 The Borrower shall repay the Bank upon its first demand all the amounts due and payable along with any accrued interest and any other fees which may be applied to the Loan. Repayment shall be made in US Dollars.
- 3.2 The principal and interest of the Loan shall be repaid in equal instalments on a monthly basis (the “Monthly Instalment”) commencing from one (01) month after the date of drawdown by way of debiting the Account of the Borrower until the Loan is repaid in full.
- 3.3 The Bank may from time to time allow repayment with an amount other than the Monthly Instalment.

#### 4. Event of Default

Each event listed below shall be an Event of Default:

- 4.1 Non-payment: the Borrower fails to repay in full any amount due and payable to the Bank on the due date.
- 4.2 Breach of obligations: the Borrower breaches any of its obligations under the Loan Agreement.
- 4.3 Misrepresentation: any representation or information provided by the Borrower to the Bank (whether oral or written) is untrue or incorrect or may cause misunderstanding in any material aspect.
- 4.4 Illegality: the Loan is used for illegal purposes or the provision or continuing provision of the Loan will cause the Bank to breach any laws of Cambodia.
- 4.5 The Borrower dies, becomes insolvent or admits his/her inability to pay any debts to any of his/her creditors.
- 4.6 Any order, expropriation, attachment, or execution of any authority affects the assets of the Borrower.

#### 5. The Bank's Rights in the Event of Default

At the occurrence of any Event of Default, the Bank may take any or all of the following actions:

- 5.1 Declare due and payable and demand repayment of any outstanding amount along with any accrued interest and fees, and such amounts shall become due and payable immediately;
- 5.2 Without prior notice to the Borrower, take any action or do anything to recover any amount owed by the Borrower to the Bank including but not limited to seizure and/or set of any assets of the Borrower which comes to the possession of the Bank, appoint an agent to deal with and collect the debt from the Borrower, initiate legal proceedings or any other actions as the Bank may deem appropriate.
- 5.3 Block the Account and/or any other accounts of the Borrower at the Bank and debit any credit balances in such accounts towards satisfaction of any amount owed by the Borrower to the Bank without any notice. If the currency in such account is not USD, the Bank shall be entitled to convert such currencies into USD at the prevailing rate applicable by the Bank.

#### 6. Prepayments and Cancellation

- 6.1 The Borrower may request prepayment or cancellation of the Loan (or all outstanding thereof) by sending a written request to the Bank. Any amount prepaid or cancelled must be made in full along with any accrued interest or fees in

USD by the proposed prepayment date. The Bank reserves the right to accept or refuse any such prepayment or cancellation.

- 6.2 An early repayment and/or cancellation fee shall be paid at the rate of 3.00% of the prepaid amount or USD 50.00, whichever is higher. The Bank reserves the right to change such fee at any time by giving the Borrower 30 days advance notice.

#### 7. Authorisations, Debit and Indemnity

- 7.1 The Bank is hereby authorised to debit the Account or any accounts of the Borrower at the Bank to repay any amount due and payable to the Bank without any notice.
- 7.2 The Borrower undertakes to indemnify the Bank against all costs, expenses, losses and damages (including lawyer and other legal fees) the Bank may incur as a result of the Borrower's failure to comply with any of his/her obligations under the Loan Agreement.
- 7.3 All payments to be made by the Borrower to the Bank shall be made free and clear of and without deduction, claim, tax, withholding or condition of any forms, unless the Borrower is required by applicable laws to make such deduction, claim, tax, withholding or condition, in which case the sum payable by the Borrower shall be increased to the extent necessary to ensure that the Bank receives a sum net of any deduction, claim, tax, withholding or condition, equal to the sum which it would have received had no such deduction, claim, tax, withholding or condition been made.

#### 8. Use of Loan

- 8.1 The Borrower agrees that the Loan shall be used for the purpose stated in the Application during the tenor of the Loan and to disclose all information concerning material changes in the use of the Loan or as may be required by the Bank.
- 8.2 The Borrower undertakes to use the Loan for purposes permitted under the laws of Cambodia. The Bank may at any time request the Borrower to provide information with respect to the use of the Loan or make any investigation for such purpose.

#### 9. Deceased Borrower

The Borrower acknowledges and agrees that if the Borrower dies before the Loan is paid in full, or the Borrower is totally unable to work for any reason, or no longer resides in Cambodia, the repayment obligation of the Borrower shall

be assumed by his legal inheritors or receivers or authorised persons or shall be deducted from his assets regardless where such assets are located or under the control of any persons. The Borrower hereby undertakes to procure that such persons will be duly informed and agree to this arrangement immediately upon the Bank's acceptance of the Loan. The Bank shall not be liable or responsible for any actions it may take in relation to such persons or assets of the Borrower towards satisfactions of repayment of the Loan.

## 10. Disclosure

The Bank may disclose any information relating to the Borrower, the Borrower's accounts, the Loan Agreement or any transactions under or related to the Loan Agreement or any other transactions of the Bank with the Borrower as it may consider appropriate to (i) its head office, branches, subsidiaries, associated or affiliated entities; (ii) any person (including without limitation any supervisory body, law enforcement, regulatory agency, court or tribunal) to whom information is required to be disclosed by (A) any applicable law or (B) any direction, request or requirement (whether or not having force of law) of any competent state government or other authority in any country ; (iii) its auditors or any professional advisors of the Bank who are under a duty of confidentiality to keep such information confidential to the Bank; (iv) any agents or third party service providers of the Bank who are under a duty of confidentiality to keep such information confidential; (v) any third party provider of security or other credit support (if any); (vi) any person to whom the Bank may enter into any transfer, assignment, participation or other agreement in connection with the Loan; and (vii) upon occurrence of an event of default as defined in the Loan Agreement, any other creditor of the Borrower or any other third party with whom the Bank may discuss with respect to restructuring or enforcing outstanding indebtedness owing by the Borrower to the Bank.

## 11. Notifications and Communications by Bank

11.1 The Borrower agrees to the communication mode of mail, text messaging, telex, facsimile, email or other electronic means by the Bank. Notifications or communications sent by the Bank to the Borrower via mail, text messaging, telex, facsimile, email or other electronic means using the contact details provided by the Borrower shall be deemed to have been received by the Borrower.

11.2 The Borrower agrees that any instruction, notification, acceptance or communication given by the Borrower to the Bank shall be binding on the Borrower. The Borrower further agrees that by calling or accepting calls from the Bank or any of the Bank's authorized third parties, the Bank or the Bank's authorized third party may, at its sole discretion, record the Borrower's telephone communications. The Borrower agrees that such taped or recorded communications may be used by the Bank or any third party for any purpose, including being used as evidence in any proceedings, judicial or administrative matter. The Borrower agrees that the Bank may charge fees and other expenses with respect to processing instructions of the Borrower issued by phone.

## 12. Instructions and Communications by Borrower

- 12.1 The Borrower authorizes the Bank to perform activities that the Bank considers appropriate upon the instructions of the Borrower to the Bank. The Borrower's instructions may be notified or communicated by the Borrower to the Bank from time to time by mail, email, telephone, telex or facsimile. The Bank may (but is not obliged to) require the instructions to be contained or sent in a particular form or require the instructions to be confirmed in writing or otherwise before the Bank acts on the instructions.
- 12.2 The Bank, however, reserves the right to refuse to accept such instructions without explaining the Bank's reasons for doing so. If the Bank does accept instructions by mail, email, telephone, telex or facsimile, the Bank may conclusively rely upon them if its staff receiving such instructions believed at that time they were given by the Borrower or on the Borrower's behalf and were duly authorized, accurate and complete, notwithstanding that they were not so given or not duly authorized, accurate and complete, and notwithstanding that the confirmation subsequently received from the Borrower might differ in any respect from such instructions.
- 12.3 The Borrower hereby agrees and undertakes to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses (including legal fees and expenses) incurred or sustained directly or indirectly by the Bank, of whatever nature and howsoever arising, as a result of or pursuant to the Bank compliance and action with regard to mail, email, telephone, telex or facsimile instructions from the Borrower.

### 13. Anti-Money Laundering and Other Laws

The Bank may delay, block or refuse to process any transaction if the Bank suspects or has reasonable grounds to suspect that (i) the transaction may breach any applicable laws or regulations; (ii) the transaction involves or may involve any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned is under economic and trade sanctions imposed by the United States, the United Nations, the European Union, any supra-national organisation, official body or any country; or (iii) the transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in Cambodia or any other country and the Borrower acknowledges that the Bank will not incur any liability hereby.

The Borrower must provide to the Bank all information reasonably required by the Bank to (i) manage its money-laundering, terrorism-financing or economic and trade sanctions risk or (ii) to comply with any laws or regulations or (iii) comply with any applicable direction, request or requirement (whether or not having the force of law) of any competent government or other authority. The Borrower declares to the Bank that the processing of any transaction by the Bank in accordance with the Borrower's instructions will not breach any law or regulations in any country.

### 14. Governing Law, Dispute Resolution and Variation to the Terms and Conditions

- 14.1 These Terms and Conditions and the Application shall be governed by and construed in accordance with the laws of Cambodia, and any dispute arising out of or in connection with these Terms and Conditions and/or the Loan Agreement shall be submitted to a Cambodian court for resolution, provided always that the Bank shall, if necessary, be entitled to take legal proceedings at court or any tribunals of any other jurisdictions as the Bank may deem, and in such case, the laws applicable to such courts shall prevail, and the Borrower agrees to be subject to the jurisdiction of such courts and governed by such laws.
- 14.2 The Borrower agrees that the Bank may, at any time and at its sole discretion, amend, supplement, revise or otherwise change any provision in these Terms and Conditions and interest rates, fees and charges in relation to the Loan by serving notice to the Borrower in the communication modes agreed in these Terms and Conditions, and such changes shall take effect 30 days

following the notice of changes and shall be binding on the Borrower without any further consent from the Borrower being required. In addition to the communication modes mentioned in Article 12 and 13 of these Terms and Conditions, the Bank may notify the Borrower via its website, branches, advertisements and notices in major daily or national newspapers. Such notice shall be deemed received by the Borrower upon being published by such means.

### 15. General Provisions

- 15.1 Should any of these Terms and Conditions or any part or article be declared void or unenforceable by any authorized authority, the same shall not invalidate the other parts or articles of these Terms and Conditions.
- 15.2 No delay or failure by the Bank to exercise or enforce (in whole or in part) any right or remedy under the Loan Agreement shall prejudice such right or remedy the Bank may have and shall not operate as a waiver thereof.
- 15.3 No waiver by the Bank of a breach or violation of any of these Terms and Conditions shall constitute a waiver of any subsequent breach or violation of the same or any other term or condition. Failure to take advantage of or to exercise any right granted hereunder by the Bank shall not constitute a waiver of such right, nor shall it be construed to excuse or absolve the Borrower from complying with or fulfilling the Borrower's obligations under these Terms and Conditions.
- 15.4 Notwithstanding the existence of any translation of this document, in the event of inconsistency, the English language version shall prevail.

## J Trust Royal Branches

### Phnom Penh

Kramuon Sar Branch (Head Office)  
20, Kramuon Sar & Street 67

Independence Monument Branch  
100, Preah Sihanouk Boulevard

Olympic Branch  
259-361 & 363, Preah  
Sihanouk Boulevard

Riverside Branch  
265, Sisowath Quay

Phsar Derm Thkov Branch  
616A-B, Street 271

Pet Lok Sang Branch  
1A-1B, Street 271

Teuk Thla Branch  
1E0 - 1E1, Street 110A

Stung Meanchey Branch  
23-25A, Street 217

Chom Chao Branch  
1B-2B & 3B, National Road #4

Toul Kork Branch  
95C, Street 289

### Provinces

Siem Reap Phsar Kandal Branch  
566-568 & 570, Tep Vong Street

Siem Reap Phsar Leu Branch 556,  
Phsar Leu, National Road #6

Sihanoukville Branch  
215, Vithey Ekreah

Battambang Branch  
2-4 & 6, Street 1

Kompong Cham Branch  
Preah Monivong & Neary Rath  
Kosamak Street

### Or by phone on:

Local: 023 999 000

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