

J Trust Royal Bank Car Loan

TERMS & CONDITIONS | JULY 2023

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GENERAL ACKNOWLEDGMENT

These J Trust Royal Bank Car Loan Terms and Conditions (the "Terms and Conditions"), together with the Letter of Offer (the "Letter of Offer"), constitute the Loan Agreement between the Bank and the Borrower. By entering into the Loan Agreement, evidenced by the signing of the Letter of Offer, 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 shall prevail.

The Loan is provided on an uncommitted basis and subject to the Bank's review at any time. Acceptance of the Letter of Offer by the Borrower 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 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, any accrued interest rate and penalty interest rate 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 Plc. or any of its assigns or successors.

"Loan" means the car 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 Letter of Offer 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 loan application of the borrower.
- 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 360 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 by giving the prior notice through any of Bank's channel of communication.
- 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 Subject to the Bank prior approval in writing, the Bank may from time to time allow repayment with 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 Borrower agrees and authorize the Bank to 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 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 The Bank reserves the right to change such fee at any time by giving the Borrower 30 days' prior 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.
- 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 loan application of the borrower 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 applicable 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. Borrower Decease or Permanent Disability

The Borrower acknowledges and agrees that if the Borrower deceases before the Loan is paid in full, or the Borrower is totally unable to work for any reason, 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 shall be duly informed and agreed 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 any 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 of the Bank's authorized 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 or accept such instructions as the Bank deems appropriate. 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, Counter-Terrorism Financing and Counter-Proliferation Financing

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 or 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 Letter of Offer 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 Letter of Offer shall be submitted to a Cambodian court for resolution.
- 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, other applicable 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 within 30 days following the notice of the changes and shall be binding on the Borrower without any further consent from the Borrower being required.
- 14.3 In addition to the communication modes mentioned in Article 11 and 12 of these Terms and Conditions, the Bank may notify the Borrower via its website, notice displayed at any of the Bank's branches, official social media platform of the Bank, 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 These Terms and Conditions are made in Khmer and English language in the event of inconsistency, the Khmer language shall prevail.

J TRUST ROYAL BANK BRANCH ADDRESS

HEAD OFFICE

Royal Railway Building No. 10, Russian Federation Blvd, Sangkat Srah Chak, Khan Doun Penh, Phnom Penh

KRAMOUN SAR BRANCH

Royal Railway Building No. 10, Russian Federation Blvd, Sangkat Srah Chak, Khan Doun Penh, Phnom Penh

INDEPENDENCE MONUMENT BRANCH

No.100, Preah Sihanouk Blvd, Sangkat Chakto Mukh, Khan Doun Penh, Phnom Penh

OLYMPIC MARKET BRANCH

No. 359 361 & 363, Preah Sihanouk Blvd, Sangkat Veal Vong, Khan Prampir Meakkakra, Phnom Penh

TUOL KOUK BRANCH

No.95C, Street Kim IL Song (289), Sangkat Boeng Kak Ti Pir, Khan Tuol Kouk, Phnom Penh

RIVERSIDE BRANCH

No. 265&267 E0, Sisowath Quay, Sangkat Phsar Kandal Ti Muoy, Khan Doun Penh, Phnom Penh

TUEK THLA BRANCH

No.1E0 E1, Street 110A, Sangkat Tuek Thla, Khan Saensokh, Phnom Penh

PET LOK SANG BRANCH

No.1A+1B E0 E1 E2, Street 271, Sangkat Tuek Thla, Khan Saensokh, Phnom Penh

PHSAR DOEUM THKOV BRANCH

No. 616A+B E0 E1 E2, Street 271, Sangkat Phsar Daeum Thkov, Khan Chamkar Mon, Phnom Penh

STUENG MEAN CHEY BRANCH

No.23-25 E0 E1 E2, Street 217, Phum Damnak Thum Muoy, Sangkat Stueng Mean Chey 2, Khan Meanchey, Phnom Penh

CHAOM CHAU BRANCH

No.1B 2B 3B, National Road No.4, Phum Thnal Bambaek, Sangkat Chaom Chau 3, Khan Pur SenChey, Phnom Penh

BATTAMBANG PROVINCIAL BRANCH

No.02 04 & 06, Street 113, Phum Maphey Osakphea, Sangkat Svay Por, Krong Battambang, Battambang Province

KAMPONG CHAM PROVINCIAL BRANCH

Phum Ti Dabpir, Sangkat Kampong Cham, Krong Kampong Cham, Kampong Cham Province

SIEMREAP PROVINCIAL BRANCH

No.566 568 570, Street Tep Vong, Phum Mondol 1, Sangkat Svay Dankum, Krong Siemreap, Siemreap Province

PREAH SIHANOUK PROVINCIAL BRANCH

No.219, Street Ekareach, Phum Pir, Sangkat Pir, Krong Preah Sihanouk, Preah Sihanouk Province

SAENSOKH BRANCH

Building No.C4#01, B#02, B#03, D#04, Street No.1003, Phum Bayab, Sangkat Phnom Penh Thmey, Khan Saensokh, Phnom Penh

CHBAR AMPOV BRANCH

No. 72 A B C D, National Road No 1, Phum Kaoh Norea, Sangkat Nirouth, Khan Chbar Ampov, Phnom Penh

CHRAOY CHONGVAR BRANCH

No. F05, National Road No 6A, Phum Khtor, Sangkat Phraek Lieb, Khan Chroay Chongvar, Phnom Penh

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