

Transaction and Deposit Accounts

TERMS AND CONDITIONS | JUNE 2022



J Trust Royal Bank

This document contains Terms and Conditions for the following transaction and deposit accounts:

Products

The ONE Account (Personal)

Fast Saver Account (Personal)

Goal Savings Account (Personal)

Premier Account (Personal)

Premier Savings Plus (Personal)

Personal Cheque Account (Personal)

Business Cheque Account (Business)

Cash Management Account (Business)

Term Deposit Account (Business & Personal)

Foreign Currency Account (Business & Personal)

Visa Debit Card (Personal)

This document must be read in conjunction with the J Trust Royal Bank Fees and Charges brochure. Together they form the terms and conditions which apply to the above products.

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1. Introduction

These terms and conditions apply with respect to the J Trust Royal Bank Accounts listed on the cover of this booklet (the "Terms and Conditions"). It is important that you read these Terms and Conditions before you open and operate the relevant J Trust Royal Bank accounts. If you do not understand, or are unsure about any aspects of these Terms and Conditions, do not hesitate to ask J Trust Royal Bank to clarify the matter for you.

These Terms and Conditions are to be read with, and apply together with, the Terms and Conditions contained in J Trust Royal Bank Fees and Charges brochure.

In addition to these Terms and Conditions, other Terms and Conditions, including those implied by Law, also apply.

2. References to J Trust Royal Bank

In these Terms and Conditions, the following definitions apply unless otherwise stated:

"Account" means an Account to which these Terms and Conditions apply, as listed on the cover of this booklet.

"Account Statement" means a statement from us of the amounts charged or debited and/or paid to the Account and such statement may be in paper or electronic form.

"Account Holder" means the person or persons in whose name the Account has been opened and who is responsible for the Account under the relevant Account signature mandate. If there is more than one Account Holder, then "Account Holder" means all of them and each of them individually.

"Application and Agreement" (hereafter referred to as Application) means the form in the required format completed and submitted to enable the Card Issuer to determine whether to approve an Applicant as a Cardholder, and which forms part of the Contract.

"ATM" means an automated teller machine installed by or belonging to us or any member bank of Visa/PLUS networks or any other electronic fund transfer system other than Visa/PLUS or any devices or terminals for effecting payment or transfer of funds by electronic means notified by us to you from time to time.

"ATM Limit" means the maximum permissible limit prescribed by us for all cash withdrawals and/or any other Transaction which you may affect through an ATM in any one day.

"Authorised User" for the purposes of these Terms and Conditions means a person or persons nominated and authorised by an Account Holder to operate the Account Holder's Account in accordance with clause 4.

"Available Balance" means, in relation to any Account, the aggregate of:

- (a) the balance in such Account in your favour of immediately available and freely transferable funds; and
- (b) where we have granted you an overdraft facility or line of credit in respect of such Account, the limit of such overdraft facility or line of credit notified by us to you less the total amount payable by you to us with respect to such overdraft facility or line of credit.

"Balance Transfers" means where the funds are credited to another debit card account held by you which is not a J Trust Royal Bank account.

"Benefits" means the Bank Benefits and the Merchant Benefits collectively.

"Business Day" means a day except a Saturday, Sunday or public holidays in Cambodia.

"Cardholder" means including Cardholder and/or Additional Cardholder(s) within these Terms and Conditions.

"Card Issuer" means J Trust Royal Bank Plc. and its successors and assigns.

"Card-Not-Present Transaction" means a transaction effected in a merchant environment where the Account Holder and the Debit Card are not physically present at the time of usage.

Typical Card-Not-Present Transactions include but are not limited to internet-based transactions, mail, telephone or facsimile orders or reservations or recurring payments.

"Card Programme" means:

- (a) the Debit Card that you have applied for and which we issue you pursuant to this Agreement;

- (b) our reward, loyalty, privileges or co-branding programmes and related services and products (collectively the "Bank Benefits"), if any, that we may at our discretion provide you in accompaniment with the Debit Card; and
- (c) discounts, privileges, promotions, offers, services and/ or products (collectively the "Merchant Benefits"), if any, that we may extend to you in accompaniment with the Debit Card or arising from your being a holder of the Debit Card, and where such Merchant Benefits, if any, are offered by our co-branding partners and merchants/third parties (as updated from time to time), provided always that you acknowledge and agree that any of the Bank Benefits and/or the Merchant Benefits, may be amended, ceased, changed, by us, at any time at our absolute discretion, without incurring any liability to you whatsoever.

"Card Transaction" means any type of transaction effected by using the Debit Card, Account or PIN (and shall include any Cash Withdrawal).

"Cash Withdrawal" means a disbursement of funds in any currency from any Account out of the balance (where such balance is not or will not result in an Overdrawn Balance and whether or not in the form of cash) made or obtained through or in connection with any Debit Card.

"Electronic Services" means any banking and other services or facilities which we may make available to you from time to time and offered via electronic means, including any cards, electronic computerised or telecommunication devices or modes of operating accounts in or outside Cambodia, and where the context requires, also means any PIN and/or Debit Card used to access Electronic Services.

"Joint Account Bank" means an Account that is held jointly by more than one Account Holder.

"J Trust Royal Bank" means J Trust Royal Bank Plc. and its successor and assigns.

"J Trust Royal Bank Term Deposit" means a Term Deposit Account (Business & Personal).

"J Trust Royal Bank Debit Card/ Debit Card" means the Standard Card, J Trust Royal Bank ATM access card, J Trust Royal Bank Visa Classic Debit Card, J Trust Royal Bank Visa Premier Debit Card and a debit card bearing the name Visa and/or the service mark of Visa issued by J Trust Royal Bank to you which enables you to conduct ATM transactions and/or Card Transactions and any substitution, replacements or renewals there of.

"Law" means any law, legislation, regulation, proclamation, ordinance, by law, rule, instrument, official directive, ruling, code of practice, code of conduct or prudential requirement in force in the Kingdom of Cambodia.

"Merchant" means any person, firm or corporation/ organisation which enters into an agreement with the bank, or any member or licensee of Visa or any other electronic service provider relating to the use and/or acceptance of a Debit Card in payment to such person whether for goods, services or charges provided or incurred.

"Overdrawn Balance" in relation to any Account means any negative balance in the Account.

"Personal data" means data, whether true or not, about an individual who can be identified:

- (a) from that data; or
- (b) from that data and other information to which the organisation has or is likely to have access.

"PIN" means any personal identification number issued by us to allow you to use your Debit Card at an ATM, at a point of sale terminal for Cash Back and/or access of Electronic Services.

"Primary Account Holder" means the person in whose name an Account was first opened.

"Processing" or **"Process"**, in relation to personal data, means the carrying out of any operation or set of operations in relation to the personal data, and includes any of the following:

- (a) recording.
- (b) holding.
- (c) organisation, adaptation or alteration.
- (d) retrieval.
- (e) combination.
- (f) transmission.
- (g) erasure or destruction.

"Sales Transaction" means use by the Cardholder of the Debit Card to pay for goods and/or services.

"Spending Limit" means the maximum daily limit prescribed by us in respect of your Debit Card Transactions; and

"Sub-Account Holder" means the person with whom a Primary Account Holder jointly holds an Account.

"Terminate" refers to suspend, terminate or cancel the Debit Card use including all the Debit Card privileges and features.

"USD" means the official currency of the United State Dollar.

"You" means, unless the context requires otherwise, an Account Holder and each Authorised User ("your" has a corresponding meaning).

3. Application of These Terms and Conditions

These Terms and Conditions will apply for each Account that you open with J Trust Royal Bank, immediately after that Account is opened. They apply to you and also your legal successor(s) and/or legally recognized heir(s).

These Terms and Conditions operate in conjunction with other Terms and Conditions applicable to particular transactions or services in relation to your Account ("Specific Terms"). Unless otherwise specifically stated to the contrary in the Specific Terms, to the extent that there is any inconsistency between these Terms and Conditions and the Specific Terms, these Terms and Conditions will apply.

These Terms and Conditions may be amended from time to time by agreement with J Trust Royal Bank or by notice given by J Trust Royal Bank under clause 9.

4. Authority for Account Operation

At the time of opening an Account, you must nominate the person(s) who are authorised to operate the Account. If you wish to change the persons who are authorised to operate the Account, you must notify J Trust Royal Bank in writing. Except where expressly agreed otherwise by J Trust Royal Bank, J Trust Royal Bank can act at all times on the basis that the authorised operator or operators are authorised by you to act fully and effectively in all dealings, matters and transactions (including withdrawals) in respect of the Account.

You are liable for all operations and transactions on the Account. If you hold your Account jointly with one or more other persons, then each of you is jointly and severally liable for all operations and transactions on the Account.

5. Fees and Charges and Interest

All Accounts are subject to specific Account-related fees and charges, which are set out in the J Trust Royal Bank Fees and Charges brochure, as amended from time to time. You agree to pay the fees and charges and also agree that J Trust Royal Bank may debit these fees and charges directly from your Account.

J Trust Royal Bank will pay interest on the amount standing to your Account at the rate notified to you (in accordance with clause 9) from time to time and in accordance with its standard procedures from time to time.

5.1 J Trust Royal Bank Debit Card

- (a) You agree to pay any interest, charges and fees at such rates and amounts and on such basis as we may at our reasonable discretion prescribe from time to time in connection with the issuance and/or use of your Debit Card. All fees referred to above shall not in any event be refundable. We may debit to your Account the amount of all fees, charges, taxes and other amounts payable you in connection with these Terms and Conditions.
- (b) We may at our discretion vary the rate or amount of any charge or fee payable under these terms and conditions. The changes shall take effect on the date specified in the notice. Shall you continue to keep or use the Debit Card after the specified date, you should be considered to have accepted the changes.
- (c) You shall be responsible for all goods and services tax and all taxes imposed on or payable in respect of any amount required to be paid under these terms and conditions. We may debit the amount of such tax to your Account.
- (d) We shall be entitled to debit your Account or any other account you maintain with us in respect of any sum owed by you to us (whether incurred as Card Transactions, fees, charges or otherwise) even if your Account would be overdrawn as a consequence.
- (e) If any payment has been made by us as a result of your use or purported use of Electronic Services:

- (i) and the Account was consequently debited, but the debit was reversed in error or the Account was not debited at all; or
- (ii) after any payment instruction was given on the Account but before such payment instruction has been honoured.

then we shall be entitled to correct the Account by:

- (i) debiting the Account with the amount paid by us; or by dishonouring or returning cheques or other
 - (ii) instruments and reversing the payment instruction, if there are insufficient funds available in the Account, as the case may be.
- (f) (1)** Card Transactions effected in currencies other than United States dollars ("Cross-border Transactions") will be debited to your Account after conversion into United States dollars at an exchange rate determined by Visa. This exchange rate is applied on the date the Card Transaction is posted to the Debit Card Account and may be different from the rate in effect on the date of the Card Transaction. Cross-border Transactions shall also include Card Transactions (in any currency) effected with merchants acquired outside of Cambodia. All Cross-border Transactions are subject to:
- (i) such applicable charges imposed by Visa and
 - (ii) any fee encountered by us for Card Transactions in currencies other than United States dollars. Where a Card Transaction relates to a non-USD account, we have the right to apply our prevailing foreign exchange rates.
- (2)** Notwithstanding the above, if you have chosen to convert your Cash Transaction from an ATM or Card Transaction denominated in foreign currencies into United States dollars via dynamic currency conversion or cardholder preferred currency offered at certain overseas ATMs and merchants, you acknowledge that the process of conversion and the exchange rates applied will be determined by the relevant ATM operator, merchant or dynamic currency conversion service provider, as the case may be. In addition, these conversions will be subject to:
- (i) such applicable charges imposed by Visa and
 - (ii) any fee encountered by us for Card Transactions.
- (3)** We will credit any Account with any refund in respect of any Card Transaction or any payment or other credit due to you at such time as we may determine after our receipt of the amount of such refund, payment or credit in Cambodia. If such refund, payment or credit is

received in a currency other than United States dollars, we will convert it to United States dollars at such time and rate of exchange as we may in our reasonable discretion adopt. You must bear all exchange risks, reasonably incurred losses, commission, fees and charges which may there by arise.

Any Cash Withdrawal made with your Debit Card outside Cambodia constitutes a payment by us to you and a remittance to the country where the Cash Withdrawal is affected. Your rights to affect any Cash Withdrawal outside Cambodia is subject to the laws and regulations of Cambodia and that of the country in which the Cash Withdrawal is affected or proposed to be affected (including without limitation, any exchange controls, regulations or limitations prevailing in such country). In any event, you shall fully compensate us for all exchange risks, reasonably incurred losses, communications and other fees and charges which may thereby be reasonably incurred.

6. Account Statements and Correspondence

Account statements will be available for all Accounts. You may elect in writing to have your Account statements, and all other notices, correspondence or other documents issued by J Trust Royal Bank in relation to your Account. You will be able to collect them from any one of the J Trust Royal Bank branches.

7. Joint Accounts

Where your Account is held jointly with one or more persons, the following shall apply:

- (a)** J Trust Royal Bank can provide Account statements, notices, correspondence and other documents to any one of the Account Holders.
- (b)** if J Trust Royal Bank gives an Account statement a notice, correspondence or any document to any one of the joint Account Holders, it will be considered to have been received by all Account Holders.
- (c)** if an Account Holder dies, J Trust Royal Bank will treat the balance of the Account as jointly owned by the surviving Account Holder(s) and the legally recognised heir of the deceased Account Holder, unless J Trust Royal Bank is required or permitted to do otherwise by law. If the recognised heir is the same person as the surviving Account Holder, the surviving Account Holder will become the sole owner of the Account.

- (d) in the event of a de-linking of a Joint Account, only the Primary Account Holder is authorised to de-link the Primary Account Holder or any Sub-Account Holder(s) from a Joint Account.
- (e) For Joint Accounts that may be operated by the signature of any one of the Account Holders, a separate Debit Card and PIN will be issued to each Account Holders. However, each and every one of the Account Holders shall be jointly and severally responsible for all transactions involving the use of the Debit Card so issued. In the case of Joint Accounts requiring the signatures of two or more Account Holders, such Account Holders may not be eligible for the issuance of a Debit Card in respect of such Joint Account. Such Account Holders as well as Accounts opened by non-individuals may be issued with a card with enquiry-only functionality. For Accounts opened by sole proprietors where a Debit Card is issued, the sole proprietor shall be responsible for all transactions involving the use of the Debit Card so issued.

8. Cheques and Cleared Funds

Deposits other than cash (such as cheques and other paper instrument deposits) will not be credited to your Account until they are cleared, subject to the following:

When you pay a cheque into an Account, J Trust Royal Bank may, in its discretion, allow you to draw on the cheque before it has cleared and may, in its discretion, charge you an honour fee for transactions that are paid against uncleared funds. If not cleared, the deposit will be reversed and debited to the Account even if the deposit has been drawn upon, and J Trust Royal Bank may also charge you a dishonour fee.

You must inform J Trust Royal Bank, as soon as possible, if you suspect or become aware that your cheque book has been lost or stolen. You may be liable for any transactions incurred by you before you notify J Trust Royal Bank, even if they are made without your authority.

I/We/Company's representative, the cheque issuer, hereby authorise(s) the Bank to collect dishonoured cheque information and disclose it to third parties for the purposes established under the Prakas on Credit Reporting.

I/We/Company's representative understand(s) that that the Credit Bureau Cambodia and the Bank will be responsible for the collection, processing and dissemination of the data. I am/We are/Company's representative is entitled to access my information and complain to obtain the correction or deletion of such data when there is an adequate reason in line with the procedures established under the Prakas on Credit Reporting.

9. Changes to Fees, Charges, Interest Rates and Terms

You agree that J Trust Royal Bank may in its discretion at any time amend these Terms and Conditions, the fees and charges and the interest rates applicable to your Account; and any amendment of these Terms and Conditions, the fees and charges and/or the interest rates applicable to your Account will apply immediately after you receive, or are deemed by this clause 9 to have received notice of them.

You agree that J Trust Royal Bank may notify you of changes to your Account fees and charges, interest rates or these Terms and Conditions by notice displayed:

- (a) Publishing such changes in your Account Statements; or
- (b) displaying such changes at our branches or automated teller machines (ATM); or
- (c) posting such changes on our website; or
- (d) electronic mail or letter; or
- (e) publishing such changes in any newspapers; or
- (f) such other reasonable means of communication as we may determine.

You will be deemed to have received the notice immediately after any such display or advertisement.

Should you continue to keep or use the Debit Card and/or the Electronic Services after receiving the notice, you shall be deemed to have accepted the changes. If you do not accept the changes, you shall forthwith stop using the Debit Card and/or Electronic Services and instruct us to terminate the Debit Card and/or Electronic Services. For the avoidance of doubt, such termination automatically terminates the Card Programme. Notwithstanding the aforementioned, we may make amendments for administrative or clarification purposes without giving you any notice.

10. Your liability for Unauthorised Transactions

You are liable for all transactions resulting from use of the password, Personal Identification Number (PIN), and/or Security Code issued in respect of your Account (Electronic Transactions). For all other transactions (Non-Electronic Transactions), your responsibilities in relation to your Account(s) are as follows:

- (a) you must review and reconcile your records in respect of each Account held with J Trust Royal Bank within thirty (30) days after the end of each calendar month (the "Account reconciliation period") and notify J Trust Royal Bank immediately if:
 - (i) there has been any alleged omission from, or debits wrongly made to, an Account; or
 - (ii) any unauthorised transaction has been affected in respect of an Account
- (b) except where:
 - (i) you notify J Trust Royal Bank under sub-clause (a);
 - (ii) any bank fees or charges are incorrectly debited or credited by J Trust Royal Bank; or
 - (iii) any losses incurred by the Account Holder(s) are attributable to the fraudulent conduct of J Trust Royal Bank's employees, or agents or companies involved in networking arrangements with J Trust Royal Bank, or of merchants or their agents or employees

J Trust Royal Bank has the absolute right, at the end of the Account reconciliation period, to treat all entries in the statement of Account relating to Non-Electronic Transactions as conclusive evidence without further proof that they are correct and complete and J Trust Royal Bank shall be free from all claims in respect of such amounts.

- (c) you must take reasonable care and precautions to prevent unauthorised or fraudulent transactions occurring on your Account(s) including, but not limited to:
 - (i) reconciliation systems and procedures from which you can promptly ascertain whether unauthorised amounts have been debited to your Account(s);
 - (ii) regular verification of transactions on your Account(s) by suitably qualified and/or experienced people;

- (iii) unless it is impractical, proper segregation of duties, that is, the person responsible for the matters described in sub-clauses (a) and (c) is a person other than that responsible for writing and/or authorising transactions.

If you do not take such steps, you agree that you do not have any right to make a claim against J Trust Royal Bank in respect of unauthorised or fraudulent Non-Electronic Transactions.

11. Privacy

J Trust Royal Bank will not disclose your personal information, Account details, Account Transaction or any other information J Trust Royal Bank collects from you to any person, subject to the following:

You agree that J Trust Royal Bank can disclose such information to any service provider engaged by J Trust Royal Bank to carry out or assist its functions and activities, or where disclosure or reporting to any person, including a government agency or revenue authority whether local or foreign, is required by any local or foreign law and/or under an agreement J Trust Royal Bank may have with such bodies.

You agree that J Trust Royal Bank can disclose your personal information (but not your Account details or Account transactions) to any organisation that has an arrangement or alliance with J Trust Royal Bank for marketing purposes, or to any service provider engaged by J Trust Royal Bank to conduct customer surveys or for customer research and marketing. You understand and agree that you may be contacted by J Trust Royal Bank's service provider for that purpose.

J Trust Royal Bank will only make disclosures under this clause where it believes on reasonable grounds that the recipient will accord the information the same level of confidentiality as if it were J Trust Royal Bank. You agree that any disclosure of information under this clause will not constitute a breach of any professional secrecy law or obligation by J Trust Royal Bank or its directors, officers, managers, employees or any other person.

12. Disruption to Service

You agree that J Trust Royal Bank will not be liable for any loss or damage suffered where a service is temporarily unavailable or where a system or equipment fails to function in a normal or satisfactory manner.

13. Provision of Credit

In the absence of any express agreement to provide credit in respect of your Account (for example, through an overdraft facility), if you request a withdrawal or payment from your Account which would overdraw your Account, J Trust Royal Bank may, in its discretion, allow the withdrawal or payment to be made on the following terms:

- (a) interest will be charged on the overdrawn amount at J Trust Royal Bank's Base Lending Rate plus a margin of 20%;
- (b) an Honour Fee may be charged for J Trust Royal Bank agreeing to honour the transaction which resulted in the overdrawn amount (refer to the J Trust Royal Bank Fees and Charges booklet for details);
- (c) the overdrawn amount, any accrued interest on that amount and the Honour Fee will be debited to your Account; and
- (d) the overdrawn amount, any accrued interest on that amount and the Honour Fee must be repaid within seven days of the overdrawn amount being debited to your Account.

14. Anti-Money Laundering, Terrorist Financing and Sanctions Controls

You agree that J Trust Royal Bank may delay, block or refuse to process any transaction without incurring any liability if J Trust Royal Bank suspects that:

- (a) the transaction may breach any law or regulation in the Kingdom of Cambodia or any other country;
- (b) the transaction involves any entity (person, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States, the European Union or any country; or
- (c) 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.

You must provide all information to J Trust Royal Bank which J Trust Royal Bank reasonably requires in order to manage its money laundering, terrorism-financing or economic and trade sanctions risks or to comply with any law or regulation in the Kingdom of Cambodia or any other country or to comply with any applicable direction, request or requirement (whether or not having the force of Law) of any competent government or other authority. You agree that J Trust Royal Bank may disclose any information concerning the customer to:

- (a) any law enforcement, regulatory agency or court where required by any such law or regulation in the Kingdom of Cambodia or else-where; and
- (b) any correspondent J Trust Royal Bank uses to make the payment for the purpose of compliance with any such law or regulation.
- (c) where J Trust Royal Bank is required to do so pursuant to any direction, request or requirement (whether or not having the force of Law) of any competent government or other authority in any country; and
- (d) service provider of J Trust Royal Bank to perform administrative and operational tasks (including risk management, debt recovery, exposure aggregation, data processing, systems development and test, credit scoring, staff training and market or customer satisfaction research).

Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you and your authorised representative(s) are acting on your behalf in entering into this agreement.

You declare, agree and undertake to J Trust Royal Bank that the processing of any transaction by J Trust Royal Bank in accordance with your instructions will not breach any law or regulation in the Kingdom of Cambodia or any other jurisdiction.

15. Change of Name and Address by Signatories

J Trust Royal Bank will not be responsible for any errors or losses associated with changes to your Account details where J Trust Royal Bank has not received prior notice.

16. J Trust Royal Bank Right to Combine Accounts

J Trust Royal Bank can combine the balances of two or more of your Accounts, even if the Accounts are at different branches, in joint names or in different currencies. This may happen when one of your Accounts is overdrawn or is in debit and another is in credit. This means that the credit balance in one Account can be used to repay to J Trust Royal Bank the debit balance in another Account. If your Accounts to be combined are denominated in different currencies, J Trust Royal Bank may convert them into a single currency using our standard procedures for currency conversion.

J Trust Royal Bank will promptly inform you if it has combined any of your Accounts. J Trust Royal Bank need not notify you in advance. You should not treat your Accounts as combined unless J Trust Royal Bank has agreed to such an arrangement.

17. Currency

Unless J Trust Royal Bank agrees otherwise, all payments made under or for the purposes of this agreement must be made in the currency in which your Account is denominated.

If any of your Accounts are denominated in United States dollars, and a law, regulation or mandatory directive of the Royal Government of Cambodia directly or indirectly requires J Trust Royal Bank to convert Accounts denominated in United States dollars into Accounts denominated in Khmer Riel (KHR) or any other currency, J Trust Royal Bank shall have the right to convert your United States dollars Accounts accordingly. The method to be applied for conversion of one currency to another will be our standard procedures for currency conversion.

18. Amounts Owing

You authorise J Trust Royal Bank to debit any of your Account(s) for:

- (a) all sums, obligations and liabilities (including commissions, service charges, interest fees, costs, expenses and indemnities), owed or otherwise payable by you to J Trust Royal Bank; and

- (b) all sums owed or otherwise payable by you to J Trust Royal Bank whether or not due to any overpayment into any of your Account(s) arising from any errors or omissions on the part of J Trust Royal Bank or otherwise.

19. Closing Your J Trust Royal Bank Account

You or any Authorised users can close your Account at any time upon request at any J Trust Royal Bank branch, subject in certain case to early closing fee in accordance with the J Trust Royal Bank Fees and Charges brochure.

Any unused passbooks, cheque books, or electronic Debit Cards which solely operate the Account must be returned to J Trust Royal Bank upon closure of your Account. J Trust Royal Bank will pay you the credit balance plus deposit interest if any, less any accrued Account fees and Government charges applicable at the closing date.

Monthly fees will apply even if the Account has been open for only part of a calendar month. Any uncleared funds will not be released until they are cleared.

An Account with cheque access may only be closed after all outstanding cheques have been presented. J Trust Royal Bank reserves the right to return any cheques presented for payment after the Account has been closed.

If your Account has either a nil or debit balance, and there have been no transactions (except for Government charges and fees) on the Account for more than one month, then J Trust Royal Bank may close your Account. J Trust Royal Bank may exercise its discretion to close an Account due to unsatisfactory conduct or where you fail to provide us with any information we may request under these Terms and Conditions, or where required by relevant local or foreign law, a regulatory body, government agency or revenue authority (whether local or foreign) or for any other reason it considers appropriate. In this event, J Trust Royal Bank will notify you via phone call/in writing at the address shown on its records and will issue a bank cheque for the net credit balance of the Account which will be made available for collection at the branch at which your Account was held.

In the event of any closure of Joint Account(s), J Trust Royal Bank will close such Joint Account(s) in accordance with your instructions as provided to J Trust Royal Bank at the time of opening of such Joint Account(s).

19.1. Closing Dormant Account(s) or Inactive Account(s)

An account is normally considered dormant if there is no activity for over twelve (12) months. As such, if your Account(s) has either a nil or negative balance, and/or there have been no transactions on the Account(s) for over twelve (12) months, then J Trust Royal Bank will close your Account(s) without prior notice.

19.2. Closing Unclaimed Account

If your Account(s) has a positive balance, and there have been dormant or no transactions on the Account for ten (10) consecutive years, the positive balance shall be transferred to the National Bank of Cambodia (NBC), which shall be accountable for administering such positive balance (deposits). In this case, J Trust Royal Bank will try our best to contact you in advance before transferring your positive account balance to NBC. Once your deposits had been transferred, you may directly contact the Cashier Department of NBC for further assistance.

20. Specific Terms and Conditions for Term Deposit

If you wish to withdraw all or part of your J Trust Royal Bank Term Deposit before its maturity date, you must make this request to J Trust Royal Bank in writing. J Trust Royal Bank will be entitled to reduce the interest amount payable and charge a breakage fee on the J Trust Royal Bank Term Deposit when there is an early withdrawal. No interest adjustment will be made where a J Trust Royal Bank Term Deposit is prepaid before maturity following the death of a depositor.

21. Third Party Services

J Trust Royal Bank does not authorise, promote or endorse and shall not be responsible or liable in any way for the use of Account services offered by third parties to access your J Trust Royal Bank Accounts (including Account aggregation services, such as may be provided by other financial institutions).

22. Indemnity

You agree to indemnify J Trust Royal Bank against any loss, expense or damage J Trust Royal Bank may suffer due to any claim, demand or action of any kind brought against J Trust Royal Bank arising directly or indirectly because you:

- (a) did not observe your obligations under these Terms and Conditions; or
- (b) acted negligently or fraudulently in connection with your Account.

You also agree to indemnify J Trust Royal Bank against any fees, charges or costs incurred by J Trust Royal Bank in relation to this Account.

23. Notices and Agreements

Unless J Trust Royal Bank agrees otherwise:

- (a) all nominations made and notices given by you under or in relation to your Account or these Terms and Conditions must be in writing and received by us to be valid; and
- (b) any agreement between J Trust Royal Bank and you under or in relation to these Terms and Conditions must be in writing to be valid.

24. Electronic Banking Conditions of Use

This section applies to all Electronic Transactions.

24.1 Debit Card Limit

We may set a Spending Limit in relation to your Account, which we may vary without notice. We may set different Spending Limits for signature-based Card Transactions, PIN-based Card Transactions and Card-Not-Present transactions.

We may set aside or place a hold on your Account in respect of any transaction on the day such transaction is presented to us for payment or on the day we receive notice of such transaction. Such an amount set aside or held is only an estimated sum of the actual transaction and may not be identical to the actual transaction.

We shall have the right to increase at any time the amount that we would hold in respect of any Card Transaction which is denominated in a currency other than United States Dollars if we are of the view that the amount initially held when converted into foreign currency would not be sufficient to pay that Card Transaction in full. Should we set aside or hold any amount, the available balance in your Account shall be reduced by such amounts that we set aside. You may not stop payment on such transaction nor use any sum set aside or held by us.

Where applicable, we may set aside or hold such sums for up to 30 days after which we shall debit your Account for the full amount of the actual transaction.

You may effect a Card Transaction only if there are sufficient funds in your Account to cover such transactions and the total charges incurred under your Account shall not exceed the Spending Limit that we have set for your Account. You shall not effect or attempt to effect any Card Transaction that would result in your Spending Limit being exceeded. We may also refuse to authorise any transaction that you wish to effect even if such transaction would not cause your Spending Limit to be exceeded.

We may in our discretion and without giving prior notice approve, authorise or allow any Card Transaction to be effected during any period even though such Card Transaction would result in your Account being overdrawn and/or Spending Limit being exceeded as a consequence. Our determination on whether your Spending Limit has been exceeded shall be conclusive and binding on you.

Daily Withdrawal Limit

Unless you have made arrangements with J Trust Royal Bank for an increased or decreased limit, your combined ATM daily limit is USD 2,000 for a J Trust Royal Bank ATM access card and J Trust Royal Bank Visa Classic Debit Card and USD 4,000 for a J Trust Royal Bank Visa Premier Debit Card. This means that you can use your J Trust Royal Bank ATM access card and J Trust Royal Bank Visa Classic Debit Card to withdraw a total of USD 2,000 or your J Trust Royal Bank Visa Premier Debit Card to withdraw a total of USD 4,000 per day from the Account(s) to which it is linked, provided your Account(s) contains sufficient funds.

24.2 Debit Card Validity and Expiry

Your J Trust Royal Bank Debit Card remains J Trust Royal Bank's property at all times. You shall not transfer or otherwise part with the control, custody or possession of the Card. We may at our reasonable discretion request for the Card to be returned at any time, whereupon you shall return the Card immediately to us. The J Trust Royal Bank Debit Card must be signed immediately by the person in whose name it has been issued and must only be used within the "valid from" and "until end" dates shown on the J Trust Royal Bank Debit Card. For security reasons you must, as soon as the J Trust Royal Bank Debit Card expires, destroy it by cutting it diagonally in half.

The Debit Card is not transferable and may only be used to effect transactions during the validity period by the person to whom we issue the Debit Card and whose name is embossed on the Debit Card. No other person is allowed to use the Debit Card and/or PIN to make any Card Transactions. The services, functions and facilities available through the use of the PIN of any Debit Card shall be determined by us from time to time.

We may modify or vary any or all of the services, functions and facilities available through the use of any Debit Card or the PIN of any Debit Card or suspend or terminate the availability of any or all of such services, functions and facilities.

24.3 Cancellation/Termination of Debit Cards or Electronic Access

J Trust Royal Bank may cancel/ terminate any J Trust Royal Bank Debit Card or electronic access:

- (a)** without prior notice, if:
 - (i)** J Trust Royal Bank believes that use of the J Trust Royal Bank Debit Card or electronic access may cause loss to the Account Holder or to J Trust Royal Bank;
 - (ii)** the Account is an inactive Account;
 - (iii)** all the Accounts to which the J Trust Royal Bank Debit Card may have access have been closed;
 - (iv)** the Account has been overdrawn, or you have exceeded your agreed credit limit;
 - (v)** J Trust Royal Bank suspects you of being fraudulent or engaging in inappropriate behaviour; or

- (b) with notice:
 - (i) the Account Holder may cancel a J Trust Royal Bank Debit Card at any time by sending J Trust Royal Bank a written request or by calling J Trust Royal Bank on the relevant numbers listed in this booklet.

Upon termination of your Account and/or your Debit Card for whatever reason, you will not use or attempt to use the PIN and/or Card. For security reasons, please cut the Debit Card into half and dispose of it immediately. There will be no refund of any fees payable upon the termination of the Debit Card for any reason.

Notwithstanding such termination, any use of the Debit Card or the PIN of a Card (whether or not by you) shall be deemed to be use of the Debit Card or the PIN by you and you shall be liable for all such Card Transactions incurred. Your obligations under these Terms and Conditions will continue and we shall remain entitled to debit your Account or any other Account you maintain with us for charges as well as Card Transactions that are carried out before or after the termination of your Account. Until such transactions and any charges that may be imposed in these Terms and Conditions are paid in full, you (and any other person, if any, in whose name the Account is maintained) shall remain liable to us.

24.4 Withdrawal of Electronic Access

J Trust Royal Bank may withdraw your electronic access to Accounts through electronic terminals without prior notice if:

- (a) electronic equipment malfunctions or is otherwise unavailable for use;
- (b) a merchant refuses to accept your J Trust Royal Bank Debit Card;
- (c) anyone of the Accounts is overdrawn or will become overdrawn, or is otherwise considered out of order by J Trust Royal Bank;
- (d) J Trust Royal Bank believes your access to Accounts through electronic equipment may cause loss to the Account Holder or to J Trust Royal Bank;
- (e) J Trust Royal Bank believes that the quality or security of your electronic access process or J Trust Royal Bank's systems may have been compromised; or

- (f) J Trust Royal Bank suspects you of being fraudulent or engaging in inappropriate behaviour; unless this is prohibited by law.

Note: J Trust Royal Bank may at any time change the types of Accounts that may be operated, or the types of electronic transactions that may be made through electronic terminals.

24.5 Changes to Transactions through Electronic Terminals

Any transactions made by you at an electronic terminal cannot be cancelled, altered or changed by you.

24.6 Printed Transaction Records

When you complete a transaction at an electronic terminal, you will receive a printed transaction record.

You must check your record carefully. You should retain these records for verification purposes and to aid in reconciling Account statements. In the event of any discrepancy or conflict between a printed transaction record and an electronic transaction record, the electronic transaction record shall prevail.

24.7 Transaction Limits

J Trust Royal Bank may change or impose limits on the amount of funds that are made available through electronic terminals, over any specific period of time for transactions that require the use of an J Trust Royal Bank Debit Card and PIN. Merchants and other financial institutions may also impose additional restrictions on transaction limits.

24.8 Your Responsibility Regarding Your Debit Card and PIN

The security of your J Trust Royal Bank Debit Card and PIN is very important. If you fail to observe the following security requirements, you may increase the Account Holder's liability for any unauthorised use of your J Trust Royal Bank Debit Card and PIN.

24.8.1 Debit Card security

You should:

- (a) sign the back of your J Trust Royal Bank Debit Card immediately upon receipt;
- (b) on the expiry date destroy your J Trust Royal Bank Debit Card by cutting it diagonally in half;
- (c) not let anyone else use your J Trust Royal Bank Debit Card;
- (d) take reasonable steps to protect your J Trust Royal Bank Debit Card from loss or theft.

24.8.2. PIN security

You should:

- (a) not disclose your PIN to anyone;
- (b) use care to prevent anyone else seeing your PIN even if it is disguised;
- (c) commit your PIN to memory and not record your PIN anywhere;
- (d) not choose a PIN which has an easily retrieved combination, for example repeated numbers or letters; and
- (e) not choose a PIN that is easily identified with you for example your birth date, car registration, telephone number or your name.

The use of any Debit Card or PIN shall be subject to these Terms and Conditions and to the compliance with such requirements, limitations and procedures as may be imposed by Visa from time to time as well as to the Terms and Conditions imposed by us from time to time in relation to electronic services, facilities and Card Transactions. Cash Withdrawals shall be subject to such Terms and Conditions as may be imposed by us from time to time.

You shall not use the Debit Card or PIN (whether to effect payment or otherwise) in relation to any transaction or activity which is illegal or prohibited under the law of the country in which such transaction or activity is effected or takes place or the law of your country of residence.

If a PIN is issued to you for use with your Card at any ATM:

- (a) then the Card can be used on any ATM. The Card shall only and exclusively be used by you and is not transferable; and
- (b) when you use the Card or the PIN at any ATM to effect Card Transactions which could also be effected by the use of an ATM card, the Card is treated as an ATM card for such purpose and the terms and conditions in respect of the use of an ATM card then prevailing will govern all such Card Transactions so effected as may be appropriate and relevant.

24.8.3. Lost or Stolen Debit Cards or PIN record

Should you discover that your Debit Card is lost, stolen or used in an unauthorised way, you shall notify us of the loss/theft or unauthorised use by calling our Customer Care Center or by notifying us in writing. In certain circumstances, we may also require you to make a police report accompanied by written confirmation of the loss/theft/misuse/disclosure and any other information that we may require.

If your Debit Card is lost or stolen or if the PIN is disclosed, you shall not be liable for Card Transactions carried out following such loss/theft/disclosure until we have been notified of the same, provided:

- (a) you immediately notify us;
- (b) you assist in the recovery of any monies and/or goods any third party may have wrongfully been enriched by and/or acquired as a result of such loss/theft/disclosure and pay the same to us immediately;
- (c) you furnish to us a statutory declaration in such form as we may specify or a police report and any other information or assistance we may require;
- (d) we are satisfied that such loss, theft or disclosure is not due to your negligence, fraud or default; and
- (e) your Debit Card was not used as an ATM card in the disputed Card Transactions.

You shall not be liable for any Card Transactions carried out after we have been notified of the loss/theft/disclosure.

However, we shall debit the relevant Account for all disputed Card Transactions carried out before we are notified of the loss/theft/disclosure unless conditions (a) to (e) above are satisfied.

Once the Debit Card has been reported as lost or stolen it must not be used if subsequently retrieved. You shall cut such retrieved original Debit Card into pieces. Any Debit Card that is thrown away must be cut into pieces. You shall be liable for any loss or damage arising from any failure to do so.

We may at our discretion issue a replacement Card or a new PIN upon such terms and conditions as we may deem fit, and we reserve the right to charge a replacement fee as set out in our pricing guide in respect of any lost or stolen Card. Such fee shall be debited to the Account and is not refundable.

24.9 Additional Debit Card

J Trust Royal Bank may issue an additional Debit Card to any other Joint Account Holder if such Joint Account Holder meets the requirements as solely decided by J Trust Royal from time to time.

Any and all obligations of the Joint Account Holders however arise, under the Joint Account and on the Debit Card are jointly and severally.

The rights and obligations of the Joint Account Holders in connection with the Account and the Debit Card shall be subject to the provision on Joint Account as stipulated in clause 7.

24.10 Reversing a Transaction

You may be entitled to reverse (chargeback) a transaction where you have a dispute with a merchant. For example, you may be entitled to reverse a transaction where the merchant has not provided you with the goods or service you paid for. You must notify Card Issuer if you believe you are entitled to reverse a transaction. If Card Issuer is satisfied that you are entitled to reverse a transaction, it will credit your account for the amount initially debited for the transaction.

You should notify Card Issuer immediately of a disputed transaction. The Debit Card scheme operating rules impose time limits after the expiry of which Card Issuer is not able to reverse a transaction. The minimum time limit generally applicable is 75 days after the disputed transaction, but some time limits are longer. If you do not notify Card Issuer in time, Card Issuer may be unable to investigate your claim in which case you will be liable for the transaction.

It is your responsibility to review carefully your statements of account. Card Issuer is not responsible for any loss to you if you do not ask Card Issuer to reserve a transaction within an applicable time limit.

24.11 Exclusions and Exceptions

24.11.1 We are not liable in any way should you encounter any problems with the goods and services that you obtain through the use of your Card or Electronic Services nor are we responsible for any benefits, discounts or programmes of any merchant that we make available to you. Notwithstanding the non-delivery or non-performance or defects in any such goods and services, we shall be entitled to debit your Account or any other Accounts you maintain with us the full amount pursuant to that Card Transaction. You will settle any dispute directly with the provider of the goods and services or merchant. Any such dispute is between you and provider of the goods and services or the merchant and we shall not be deemed to be a party to such dispute. We shall not be liable or responsible for the quantity, quality, merchantability, fitness for purpose or any other aspect of the goods and services supplied to you or in respect of any contract or transaction entered into by such provider of the goods and services or the merchant with you involving the use of the Card. Your liability to us shall not in any way be effected by such dispute or any counterclaim, right of set-off or contractual right which you may have against any merchant or person.

24.11.2 (a) You accept that the communication and arrangements for the International Emergency Assistance Service (as may be available for the Debit Card) are provided by third-party service providers.

- (b) You are responsible for the cost of any medical, legal or other services used and you accept that assistance is provided on a best-efforts basis and may not be available due to time, distance or location.
- (c) You will not hold us or Visa responsible for the availability, use, act, omission, loss or damage suffered as a result of any such medical, legal or transportation service.

24.11.3 We shall not be responsible in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from the provision and/or use of Electronic Services or your usage of the Card.

24.11.4 We may, in our discretion and without giving prior notice approve or authorise such Card-Not-Present transactions in which event you shall be liable for all Card-Not-Present transactions effected through the use of your Card for any reason. We will not be liable to you in any way for any authorisation done in connection with Card-Not-Present transactions.

24.11.5 You agree that the use of the Card and Electronic Services is at your own risk and you shall assume all risks incidental to or arising out of such use.

24.11.6 We will not be liable to you in any way:

- (a) for any delay or if we cannot carry out our responsibilities under these terms and conditions as a result of anything that we or any of our servants, agents or contractors cannot reasonably control. This includes but is not limited to any electronic, mechanical system, data processing or telecommunication defect or failure, any industrial dispute, civil disturbance, war or Act of God;
- (b) if any establishment refuses to accept the Card for any reason;
- (c) for any injury to your credit, character and reputation if a Card Transaction cannot be effected or if we repossess or request for the return of the Card;
- (d) should your Card or PIN be rejected by a merchant or any terminal used to process Card Transactions or if we refuse for any reason to authorise any Card Transaction;

- (e)** for any malfunction, defect or error in any terminal used to process Card Transactions, or of other machines or system of authorisation whether belonging to or operated by us or other persons or the inability of any terminal, machine or system to accurately, properly or promptly transmit, process or store any data;
- (f)** for any damage to or loss or inability to retrieve any data or information that may be stored in your Card or any microchip or circuit or device in your Card or the corruption of any such data or information, howsoever caused;
- (g)** for our compliance with any instruction given or purported to be given by you relating to Electronic Services, notwithstanding that the integrity of the information comprised in such instruction may have been compromised or impaired during transmission, provided that such compromise or impairment would not have been apparent to a reasonable person receiving such instruction;
- (h)** for the interception by or disclosure to any person (whether lawful or otherwise) of any data or information relating to you or any Card Transaction or Account transmitted through or stored in any electronic system or medium, howsoever caused;
- (i)** if you are deprived of the use of any Electronic Services as a consequence of any action by us;
- (j)** any Electronic Service not being available due to system maintenance or breakdown/non-availability of any network;
- (k)**
 - i.** for any loss, theft, use or misuse of the Card or disclosure of your PIN and/or any breach of these terms and conditions
 - ii.** for any fraud and/or forgery perpetrated on us or any merchant; and/or
- (l)** for any delay, inability or failure by us to perform any of our obligations under or pursuant to this Agreement caused or contributed in any way by any one or more of the events or occurrences set out in this Clause.

25. Inconsistency

In the event of any inconsistency between the English language version and the Khmer language version of these Terms and Conditions, the English language version shall prevail to the extent of such inconsistency.

26. Assignment

You may not transfer and/or assign any or all or part of your rights, benefits and/or obligations under these Terms and Conditions or any document related thereto without the prior written approval of J Trust Royal Bank.

J Trust Royal Bank may at any time transfer and/or assign any or all or part of its rights, benefits and/or obligations under these Terms and Conditions or any document related there to a locally incorporated subsidiary of J Trust Royal Bank in the jurisdiction in which J Trust Royal Bank operates or any of its affiliates without your consent. To facilitate such transfer and/or assignment, J Trust Royal Bank is authorised to disclose any relevant information to such subsidiary or affiliate and you agree to take such actions and sign such documents as J Trust Royal Bank may reasonably require completing any approval, filing or registration formalities which are necessary for such transfer and/or assignment.

27. Governing Law

These Terms and Conditions are governed by and shall be construed in accordance with the Laws of the Kingdom of Cambodia. You and J Trust Royal Bank agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under that law.

28. Taxes

J Trust Royal Bank may be required to withhold on payments to certain Account Holders and pass such amounts to a local or foreign government agency or revenue authority, by local or foreign law or under an agreement with such authorities.

If at any time any local or foreign government agency or revenue authority requires J Trust Royal Bank to make a deduction or withholding on any payment due to you, you agree to immediately reimburse J Trust Royal Bank for the amount of any such deduction or withholding, including authorising J Trust Royal Bank to deduct such amounts from your account. You will indemnify J Trust Royal Bank against any loss J Trust Royal Bank suffers or cost J Trust Royal Bank incurs as a result of such deduction or withholding.

29. Collection of Information

You agree to provide J Trust Royal Bank with all information and documentation as J Trust Royal Bank may reasonably request from time to time, including as may be required under the Law or any foreign law/regulation and/or by agreements with government agencies or revenue authorities (whether local or foreign) to make inquiries about your tax status. You acknowledge that all information provided to J Trust Royal Bank shall be accurate, complete, up to date and not misleading.

30. Telephone Communications

J Trust Royal Bank will, at its discretion, monitor and/or record enquires made over the telephone. This is done for quality, verification, evidence in any judicial or administrative proceeding and training purpose.

J Trust Royal Bank Branches

Phnom Penh

Kramuon Sar Branch (Head Office)

20, Kramuon Sar & Street 67

Saensokh Branch

Building No. C4, Street No. 1003
Sangkat Phnom Penh Thmey

Independence Monument Branch

100, Preah Sihanouk Boulevard

Chbar Ampov Branch

No. 72, National Road No 1
Sangkat Nirouth

Olympic Branch

259-361 & 363, Preah
Sihanouk Boulevard

Chraoy Chongvar Branch

No. F05, National Road No 6A
Sangkat Phraek Lieb

Riverside Branch

265, Sisowath Quay

Provinces

Phsar Derm Thkov Branch

616A-B, Street 271

Siem Reap Phsar Kandal Branch

566-568 & 570, Street Tep Vong

Pet Lok Sang Branch

1A-1B, Street 271

Sihanoukville Branch

215, Vithey Ekreah

Teuk Thla Branch

1E0-1E1, Street 10A

Battambang Branch

2-4 & 6, Street 1

Stung Meanchey Branch

23-25A, Street 217

Kompong Cham Branch

Preah Monivong &
Neary Rath Kosamak Street

Chom Chao Branch

1B-2B & 3B National Road #4

Toul Kork Branch

95C, Street 289



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