

INSTANT LOAN

TERMS AND CONDITIONS

Instant Loan

Instant loan ("Loan") is defined as loan taken by the Borrower through Advanced Bank of Asia Limited's ("Bank") mobile banking platform against the security of Fixed Deposit ("FD") opened with the Bank.

Security Interests

By way of security the loan, Borrower is tendering herewith lien/pledge over his/her FD, opened with the Bank. The FD shall remain with the Bank as a continuing security in the manner of charge as well as a set-off for due payment to the Bank on account of the requested Loan. During existence of this Loan amount, Borrower shall not, without prior written consent of the Bank, be entitled to withdraw the whole or any part of the FD or assign, transfer, mortgage, change, or in any way dispose of or surrender the whole or any part of the said FD. Borrower hereby grants Bank the right to debit any and all of Borrower's bank accounts in order to satisfy any and all obligations and/or payments due by Borrower to the Bank. In the event of default in interest and/or principal repayment, the Bank has absolute discretion to liquidate the FD held as security to recover all the principal and interest dues at any time with notice afterward to Borrower and without any court procedures, and the FD shall be cancelled for the loan liquidation.

This security shall be deemed to be a continuing guarantee and Borrower liability hereunder shall not in any way be adversely affected by any partial adjustment of the account or any change in the term and condition of advances allowed to Borrower, which may be affected by the Bank from time to time or at any time without Borrower consultation or notice to Borrower.

Interest Rate

The interest rate of Instant Loan shall be 3% in addition to the FD interest rate provided as security for the Loan.

Repayment

The loan principal and interest shall be fully repayable on the maturity date of FD. Borrower may elect to pay the principal and interest on or before the repayment date. Interest shall be calculated from the date of disbursement of the loan till the date loan is repaid. If the due date falls on weekend or holidays, the repayable amount shall be settled on the first following working day.

Default Provision

The following events shall constitute events of default:

- 1). The Borrower fails to pay any amount due by the due dates; and
- 2). The Borrower fails to perform any obligation or undertaking under this term and condition or any other Agreements where they are involved as a counterparty.
- 3). If there is any claim on the security pledged to the Bank.

Remedy

Upon the occurrence of any event of default, the Bank, at its option, may declare the Borrower in default under this term and condition and the Bank may, in addition to any remedies provided by applicable laws, elect to:

- 1). Request the Borrower to make immediate repayment, in whole or in part, of the Loan and payment of all interest accrued hereunder as of the date of such default until such payment is received by the Bank.;
- 2). Enforce the security interest and liquidate FD kept as security to settle the loan principal and interest accrued till the date of settlement. In such event the interest on FD shall not be provided to the Borrower. If the proceeds from FD is not enough for settlement of the debt obligation of Borrower the Bank has right to claim other assets of Borrower to demand for full debt settlement.

Disclosure of Information

The Borrower hereby give his/her full consent for disclosure of his/her financial and personal information by the Bank, so long as the Loan remains outstanding, to Credit Bureau of Cambodia, National Bank of Cambodia, auditors or any other government bodies or any adviser, employees in charge of the Bank. The Borrower hereby indemnify the Bank for any consequences that may arise due to any of the acts herein mentioned done by the Bank.

Miscellaneous

Invalidity or unenforceability of one or more provisions of this term and condition shall not affect any other provision of this term and condition.

This term and condition shall be binding upon the heirs, personal representatives, successors, and assigns of the Borrower and the Bank.

The term and condition are made in the English and Khmer language with equal force and effect. In the event of inconsistency between the two languages, the Khmer language shall prevail.

Dispute Resolution and Governing Law

Any dispute arising from this term and condition shall be resolved amicably between the Borrower and the Bank. If this fails, the Borrower and the Bank agree to submit the dispute to courts of Kingdom of Cambodia. This Term and Condition shall be governed by the laws of the Kingdom of Cambodia.

Having read and understood the entire contents of this term and condition, the Bank and Borrower hereby execute this term and condition of the Loan until the Borrower's Loan is fully settled.

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