

Terms and Conditions for Account Opening: Current Account

1. Deposits

- 1.1 When opening deposit account, the Depositor must completely present identification documents as required by the Bank and provide information or fill in the application form, as well as provide the Bank with a withdrawal condition and a specimen signature whereby the Depositor must not use a pseudonym or conceal the Depositor's real name in order to open a deposit account.
- 1.2 Where a Depositor opens or has opened any account with the Bank that is denominated in a currency other than Khmer Riel ("KHR"), the Depositor acknowledges and acknowledges that the Bank is required by law to establish an account in the name of the Depositor in KHR (a "New Account"). The New Account will be a current account and shall be subject to the terms and conditions set out herein provided that:
- the Depositor shall be entitled to receive a passbook without charge;
 - the Depositor may apply for a debit card via the Bank's website [(insert website address)] or at any of the Bank's branches;
 - no minimum balance shall be required to be maintained by the Depositor in the New Account and the provisions of Clause 8.10 shall not apply to an account that has a balance of zero.
- 1.3 For cash deposits, the Depositor shall fill in the details of deposit in the Bank's deposit slip and shall always specify total amount in words and numbers. The Depositor shall also check the accuracy of the deposit amount printed on the deposit slip with the signature of the deposit officer. In case of any mistake or incompleteness, the Depositor must immediately notify the Bank for correction.
- 1.4 For cheque deposits, the Depositor must cross the cheque before making any deposits. The deposited amount will be credited once the Bank collects the funds from the cheque. If the Bank is unable to collect the funds, the Depositor must promptly contact the Bank to retrieve the returned cheque within the specified time frame.
- 1.5 If the Depositor has a relationship with a legal entity and attempts to deposit a cheque made out to that legal entity into their personal account, the Bank may refuse to accept the deposit, even if the cheque has been duly endorsed by the legal entity.

2. Withdrawals

- 2.1 For cheque withdrawals, the Depositor must use cheques issued by the Bank specifically for their individual use. The Bank will refuse payment if the Depositor uses cheques from other depositors or cheques from other banks.
- 2.2 Writing on cheque, the Depositor must use a pen with non-erasable ink, in case of using pencil or a pen with erasable ink, the Bank may refuse the payment. In addition, the Bank shall not be responsible for any damage occurred.
- 2.3 The amount in both numeric and written forms must always be written directly next to the currency specification (i.e., USD1,000) without any spacing in between. Any remaining space must be crossed out.



2.4 Instructions for Depositors on writing a cheque to instruct the Bank to make a payment:

- a. If the Depositor wishes to have the Bank for making payment according to the cheque via any Bank account, the Depositor must cross cheque and may also write the words "and company" or "& CO." within the crossed lines.
- b. To write a cheque instructing the Bank to make payment in cash, the Depositor must write the payee's name in the space following the word "Pay" or can write the word "Cash" or any message with a similar meaning.
- c. If the Depositor wishes the Bank to make payment into a specific account of another individual, the payee's name should be written in the space following "Pay to," and the words "or bearer" should be crossed out. Additionally, the phrase "A/C Payee Only" must be written across the cheque.
- d. A crossed cheque with writing "NOT NEGOTIABLE" or other wordings with a similar meaning within the two parallel crossed lines or near the crossed lines, the Bank shall deposit the funds into the account of the endorsee or the legally authorized holder of the cheque only. In case that drawer writes other wordings or adds a crossing differently, the Bank may refuse payment of that cheque.

2.5 A request to stop payment on a particular cheque can be issued using one of the following methods:

- a. Submit a written request using the form specified by the Bank, including the cheque number, payment date, payee name, and cheque amount. Stop payment orders cannot be made by phone or verbal communication.
- b. Submit the request via electronic systems using the drawer's identification code and password. In this case, the drawer is not required to provide any documents to the Bank, and the stop payment order will be considered fully effective.

3. Correction, Crossing Out

3.1 If there is a crossing out or correction of any wording on a cheque in a crucial part, e.g., correction of date, amount or the payee's name, the drawer shall certify such crossing out or correction by signing as a specimen signature.

3.2 Scraping or deleting any wording on a cheque is strictly prohibited.

4. Signature

4.1 The signature on a cheque must match the specimen signature provided by the Depositor to the Bank. The Bank may process a cheque with a minor variation in the signature compared to the specimen if there are no indications that the signature is not genuine. The Bank shall not be liable for verifying the rubber stamp, seal, or any other markings aside from the signature.

4.2 When requesting a debit or payment transfer from a deposit account using a withdrawal form specified by the Bank, the drawer must sign the withdrawal form exactly as per the signature used for cheque payments.

5. Refusal of Cheque Payment



5.1 If the Bank deems that a submitted cheque is suspicious or questionable according to its regulations, the Depositor agrees and accepts that the Bank has the right, at its sole discretion, to proceed in accordance with either (a) or (b) below:

(a) Refuse to pay the cheque (without proceeding as per (b) below), or

(b) Contact the drawer of the cheque by telephone at the last contact number provided to the Bank to request confirmation regarding the payment order by cheque. By agreeing and consenting, the Depositor authorizes the Bank to proceed as follows:

- 1) If the Bank can contact the drawer and receives confirmation (whether to pay or refuse to pay the cheque), the Bank has the right to act according to such confirmation, or
- 2) If the Bank cannot contact the drawer for any reason (including, but not limited to, the drawer not providing a contact phone number, the phone number changing without notifying the Bank, being unable to contact the drawer despite reasonable efforts, or due to force majeure), the Bank has the right to refuse to pay the cheque. Unless there is a reasonable cause under the discretion of the Bank, the Depositor agrees and allows the Bank to pay the cheque.

However, when proceeding according to (a), (b)(1), or (b)(2) above, the Depositor acknowledges and agrees that the Bank is not liable for any damages that may occur.

5.2 The Depositor agrees that the Bank will debit the deposit account for the returned cheque fee at the rate specified by the Bank.

5.3 If multiple cheques are presented for payment simultaneously and the deposit account lacks sufficient funds to cover all of them, the Depositor agrees that the Bank may choose which cheque to pay at its discretion.

5.4 If the savings account lacks sufficient funds to cover the cheque and the Bank has deferred payment, the Depositor consents to the amount paid by the Bank being treated as an overdraft. The Depositor agrees to assume the status of a debtor under the current account. The Depositor agrees to pay interest on the overdraft at the default interest rate announced by the Bank from the day the Bank makes the payment until the debt is completely repaid, even if the Bank has terminated this contract. These interest rates may vary periodically. If the Bank announces a change in the interest rate, the Depositor agrees to allow the Bank to apply the new rate from the date of the announcement, without prior notice. The compound interest will be calculated on a monthly basis according to the tradition of compounding interest in commercial banks' current accounts. The Depositor agrees that the deposit and withdrawal transactions, as well as interest calculations made by the Bank, serve as valid proof of indebtedness and will not be disputed or objected to in any manner.

6. Cheque Certification

If the holder or the drawer submits a cheque to the Bank for certification, the Bank will immediately deduct the amount of that cheque from the Depositor's account to reserve funds for the payment according to the certified cheque.

7. Lost Cheque or Cheque Book

- 7.1 The Depositor must keep the cheque book in a secure location and must not issue any blank cheques to others. If the Depositor fails to secure the cheque book or carelessly allows someone else to access a blank cheque and forge the drawer's signature, resulting in the Bank being misled into making a payment on a forged cheque, the Bank will not be liable to the Depositor for the amount paid, unless the damage is due to the Bank's own willfulness or negligence.
- 7.2 In the case that a cheque book is lost or stolen, the Depositor shall immediately notify the Bank in writing. The Bank shall not be liable for any damage incurred from a lost or stolen cheque.
- 7.3 If a signed cheque is lost, the Depositor must immediately notify the Bank in writing, providing the cheque number, amount, and other relevant details to stop payment. Additionally, the Depositor must report the loss to the police and submit a copy of the police report to the Bank.

8. Miscellaneous

- 8.1 When writing documents related to deposits or withdrawals, the Depositor must use a pen with non-erasable ink. Otherwise, the Bank shall not be responsible for any damage incurred.
- 8.2 For changes to personal information, specimen signature, address, or any condition, the Depositor must inform the Bank in writing using a form specified by the Bank, together with submitting the related documents and a specimen signature, address, or condition that the Depositor requests to change.
- 8.3 If the Depositor wishes to order a cheque book, they must use the order form enclosed in the cheque book and sign it using the same signature as for cheque payments. The Bank reserves the right to decide whether to issue the cheque book at its discretion.
- 8.4 If the Depositor deposits a cheque and needs to withdraw the funds before the collection result is known, the Depositor consents to the Bank debiting the account for a passing cheque fee at the rate specified by the Bank. If one or all of the cheques deposited into the account cannot be collected, regardless of the reason, the Depositor authorizes the Bank to debit the account or increase the amount of the debt accordingly. The Depositor shall regard this amount as an overdraft withdrawal from the Bank and agrees to be treated as a debtor under the terms of the current account. The Depositor also agrees to pay compound interest on the debt at the default rate specified in Clause 5.4 until the debt is fully settled.
- 8.5 If the deposit account lacks sufficient funds for cheque payment, the Depositor agrees to allow the Bank to transfer funds from the linked savings account, as per the transfer agreement between the accounts, to cover the cheque payment in accordance with the Bank's regulations. The Depositor also consents to the Bank debiting the deposit account for the transfer fee at the rate specified by the Bank without prior notice. If any damage occurs, the Depositor agrees to take full responsibility and acknowledges that the Bank reserves the right to cancel this agreement at any time.



- 8.6 In case the Depositor has any outstanding debts with the Bank, including other fees, insurance premiums, service fees, and duties payable to the Bank, the Depositor consents to the Bank debiting such amounts from the Depositor's account. If the account balance is insufficient to cover these expenses, the Depositor agrees that the debited amount will be treated as an overdraft from the Bank and accepts the status of a debtor under the terms of the current account. The Depositor also agrees to pay interest to the Bank at the default rate specified in Clause 5.4 and will not dispute or object to these terms.
- 8.7 The Bank reserves the right to close the Depositor's current account at any time, at its discretion, without prior notice to the Depositor. If the Depositor attempts to make a payment exceeding the available balance or issues a cheque to prevent the use of funds, the Bank may consider closing the account immediately. Additionally, upon account closure by the Bank or at the Depositor's request under any circumstances, the Depositor must return all unused cheques to the Bank. The Bank may retain funds in the account to cover any cheque payments already issued by the Depositor for which no claim has yet been presented.
- 8.8 The Depositor must strictly adhere to the Bank's regulations and relevant practices as outlined in these terms and conditions. The Bank shall not be liable for any damages resulting from non-compliance with these terms and conditions.
- 8.9 The Depositor agrees that the Bank reserves the right to add and/or modify the terms and conditions of its services herein at any time including criteria, fee rates, and other associated costs as deemed appropriate by the Bank. In this regard, the Bank will notify the Depositor in advance through channels specified by the Bank, either publicly at the Branch and on the Bank's website and the Depositor agrees to comply with these terms and conditions in all respects. If such amendments and/or changes significantly impact the Depositor's use of the service, the Bank may provide additional notification at least 30 days in advance through appropriate channels, such as SMS or email. In addition, the obligations governing the relationship between the Bank and Depositors, as outlined by law, and the standard practices of general commercial banks concerning current accounts, shall apply to deposits and withdrawals from this account, provided they do not contradict or conflict with the terms and conditions stated herein.
- 8.10 The Bank will charge an account maintenance fee at the specified rate if the account becomes inactive and the balance falls below the required minimum. In such cases, the Bank reserves the right to automatically close the account within a specified period as deemed appropriate by the Bank, especially when the account balance reaches zero and there are no pending transfers or other specified conditions. To prevent potential fraud and protect against any associated damage, please return all unused cheque books to the branch where your accounts are maintained.
- 8.11 The Depositor acknowledges that any documents or correspondence from the Bank sent to the address, workplace, contact address, email address, or telephone number provided in the application form for opening the deposit account, or as updated by the Depositor, will be considered duly and properly delivered by the Bank.



- 8.12 The Bank will immediately suspend any payments from the account upon acknowledgment of the Depositor's decease. The heirs or estate administrator of the Depositor have the right to claim the deposits in the account by presenting the passbook or deposit slip, along with the necessary verification documents required by the Bank. The Bank will then facilitate the repayment of these deposits.
- 8.13 In the case of a joint account opened by two or more individuals, each co-Depositor has the right to withdraw the deposit, either in whole or in part, unless specified otherwise in the withdrawal conditions. In the event of a dispute among co-Depositors, the Bank will consider each co-Depositor entitled to claim an equal share of the funds held in the deposit account.
- 8.14 If two or more individuals open a joint account and one of the co-Depositors passes away, the Bank shall review relevant documents to facilitate the payment of the deposit to the surviving co-Depositor(s), and/or to the deceased's heirs and/or the estate administrator (as the case maybe). The surviving co-Depositor(s) agrees that the Bank will treat each co-Depositor as having an equal right to receive the deposit amount. Therefore, the Bank will only disburse the deceased's rightful share of the deposit to the surviving co-Depositor(s) and/or to the deceased's heirs and/or the estate administrator.
- 8.15 In compliance with specified laws, announcements, or government regulations that require the Bank to disclose information or financial transactions of the Depositor or any of the Depositor's customers to government officials or agencies, the Depositor consents to the Bank disclosing such information and/or reporting the Depositor's financial transactions to the appropriate government officials or agencies.
- 8.16 The Depositor agrees not to use the deposit account to incur any obligations with individuals, juristic persons, or other financial institutions, including but not limited to transferring rights of claim in a deposit account and/or rights to receive deposits, whether in whole or in part, without obtaining prior written consent from the Bank.
- 8.17 The Depositor acknowledges that the Bank has the right to suspend deposit and/or withdrawal services for the Depositor's deposit account and/or close such deposit account at any time if the Bank suspects any suspicious incidents related to the deposit account or financial transactions involving the Depositor, related persons, or any of the Depositor's customers, including activities related to corruption, unlawful acts, or illegal use of the account, such as anti-money laundering transactions or financial support for terrorism. The Depositor agrees not to claim any damages arising from the Bank's aforementioned actions.
- 8.18 If the Bank deposits money into the Depositor's account by any means whereby it is a wrong account number or the deposit amount is incorrect, and the Depositor has no legal right to such deposit amount, the Depositor authorizes the Bank to immediately debit such amount from the Depositor's account. However, the Bank shall inform the Depositor of such transaction thereafter via telephone. If the account balance of the Depositor has insufficient funds for the debit, the Depositor agrees to promptly repay such amount in full to the Bank upon receiving notification from the Bank.

8.19 The Depositor consents and agrees to the Bank collecting, using, disclosing, transferring and /or processing the Depositors personal information, financial information and/or any other information that the Depositor has provided the Bank, or the Bank has received or accessed from other sources (collectively, “Personal Data”) or any data that agency or authorized committee under the relevant legal and regulatory requirements for the following purposes including, without limitation:

- (a) Processing the Depositor’s enquiries, applications and instructions regarding any services and products provided by the Bank or any external providers provided through the Bank;
 - (b) Providing the Depositor with the Bank’s services and products;
 - (c) Marketing the Bank’s services and products;
 - (d) Administering and/or managing the Depositor’s relationship and/or accounts with the Bank;
 - (e) (Carrying out due diligence or other screening activities on the Depositor as required under Cambodian law or as otherwise deemed prudent by the Bank;
 - (f) (Recovering any amounts owed to the Bank;
 - (g) Preventing, detecting and investigating fraud, misconduct or any unlawful act;
 - (h) Managing the Bank’s infrastructure and business operations, and complying with any policies and procedures implemented by the Bank or otherwise required under any applicable law;
 - (i) Assessing the Depositor’s creditworthiness and obtaining information from any credit bureaus;
 - (j) Observing any legal, regulatory or other requirements to which the Depositor, the Bank or any of the Bank’s affiliates is subject;
 - (k) Outsourcing areas of business or parts thereof to the Bank’s affiliates or to third parties;
 - (l) Reporting on any aspect of the Bank’s business operations and accounts to the Bank’s directors, shareholders, affiliates, auditors, legal advisors and other advisors, and
 - (m) All other incidental or associated purposes relating to the above,
- (collectively, the “Purposes”).

In carrying out one or more of the Purposes, the Depositor agrees and consents to the Bank disclosing the Depositor’s Personal Data to any third parties located within or outside of Cambodia, and that such third parties would be processing the Depositor’s Personal Data for one or more of the Purposes.

The Depositor can contact the Bank directly as its relevant branch.

The channels to contact the Bank may change in the future, and the Bank will inform the Depositor of any changes on the Bank’s website.

In addition, if the Depositor provides Personal Data of any other person, the Depositor represents and warrants that the Depositor has checked the accuracy and completeness of the person’s Personal Data and has obtained the relevant person’s consent for the collection, use, disclosure, transfer and processing of such person’s Personal Data as set out in these terms and conditions.

8.20 The Depositor acknowledges that any action of opening a mule account, buying or selling an account, or allowing others to use accounts for unlawful activities may result in legal consequences as stipulated by law.



- 8.21 The Depositor agrees to abide by the terms and conditions outlined in this agreement, as well as the regulations and procedures established by the Bank, both currently and as they may be updated in the future.
- 8.22 The Depositor confirms understanding of the terms and conditions for the Current Account and agrees that they are in accordance with their purposes in all respects.
- 8.23 The Depositor agrees to pay all service fees and expenses related to opening a deposit account and/or using the Bank's services, both as currently specified and as may be announced by the Bank in the future. Additionally, these terms and conditions are considered part of the application form for opening a deposit account. If the Depositor fails to comply with the terms and conditions and/or any warnings, resulting in damage to the Bank and/or any person, the Depositor agrees to take full responsibility for such damage and compensate the Bank immediately upon request. In the event that a fault occurs, regardless of the reason, the Depositor agrees that the Bank is entitled to adjust and correct the faults and errors for accuracy, including debiting and/or transferring funds from various accounts of the Depositor maintained with the Bank without requiring the Depositor's consent. However, the Bank will notify the Depositor of such debits and/or transfers thereafter.
- 8.24 The Depositor certifies that all information provided in the account opening application and any other documents submitted to the Bank is accurate, true, and complete in all respects.
- 8.25 The Depositor authorizes the Bank to inspect and/or obtain information from the Civil Registration and/or facial recognition data from relevant government agencies. The Bank is also authorized to contact and request some or all of the Depositor's information from any individual or entity, as necessary and/or deemed appropriate by the Bank.
- 8.26 The Depositor allows the Bank to adjust and update the information obtained since the deposit account opening request to ensure accuracy and prevent fraud.
- 8.27 The Depositor consents to the Bank to present news, product information, and/or service updates to the Depositor, including sending information or notifications via SMS and/or other electronic channels. If the Depositor does not wish to receive news and/or product or service information from the Bank, they can notify the branch directly.