

Terms and Conditions for Account Opening: Savings Account and Fixed Deposit Account

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 where by the Depositor must not use a pseudonym or conceal the Depositor's real name in order to open a deposit account.
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 the Bank's branch where the account is opened;
 - no minimum balance shall be required to be maintained by the Depositor in the New Account and the provisions of Clause 22 shall not apply to an account that has a balance of zero.
3. The minimum deposit amount for account opening and each subsequent deposit must not less than the amount specified by the Bank.
4. The Bank will give an account passbook to the Depositor. The Depositor cannot transfer the account owner, edit or tear off any page of the passbook. The Depositor must keep passbook in a secure place and avoid being placed under any other person's custody without permission from the Depositor. If the passbook is lost or stolen, the Depositor must immediately inform the Bank at the relevant branch in order to suspend the account. In case of lost passbook, a police report is required for the Bank's consideration.
5. The Depositor consents the Bank to pay interest to the Depositor at the rate, period and method as announced by the Bank from time to time. Moreover, the Depositor consents that the Bank has the right to change the interest rate of all deposit accounts at any time. The Bank shall announce the determination or change of interest rate to the public via the Bank's website (krungthai.com). Accordingly, if such amendment and/or change significantly affects the Depositor's use of the service, the Bank may notify the Depositor through additional channels as deemed appropriate such as via SMS or email, etc. When the Bank announces any change of interest rate, the Depositor agrees to accept the interest rate announced by the Bank and consents to the Bank to apply the changed rate with the Depositor's deposit account immediately. In this regard, the passbook or deposit slip is not required to submit to the Bank for recording the interest rate modification.
6. Changes to a personal information, a specimen signature, an address or any condition, the Depositor must inform the Bank in writing by using a form specified by the Bank, together with submitting the related documents and a specimen signature, an address or a condition that the Depositor requests to change.

7. Writing on document related to the deposit or withdrawal, the Depositor must use a pen with non-erasable ink, otherwise, the Bank shall not be responsible for any damage occurred.
8. Every deposit or withdrawal made at Bank's branch, the Depositor must present the relevant document to the authorized signatory officer of that branch in order to record a deposit or a withdrawal. The Depositor must check the accuracy of the deposit or withdrawal money and the account balance. In case of discrepancy, the Depositor shall immediately inform the Bank for correction.
9. When the Depositor deposits a cheque, the bills of exchange or any other negotiable instruments, the Bank will process for fund collection only. In this regard, the Depositor shall pay the fee relating to bill for collection (if any) at the rate specified by the Bank whether the Bank collects the funds from instruments or not. The Depositor will receive an interest under the terms of the Bank or the Depositor is entitled to withdraw money from the cheque/instrument only when the Bank completely collects the funds from cheque or instrument. In case the Bank is unable to collect funds from cheque or instrument deposited, the Depositor shall be notified by the Bank and the Depositor shall immediately contact the Bank for the returned cheque or instrument within the specified time.
10. The account balance shown in the passbook will be deemed correct only if it is verified by the corresponding record kept by the Bank. The passbook should be updated at least once a month at the branch or via the Passbook Update Machines (if available).
11. Interest that the Depositor has already received, if it is more than the interest that should be received, the Depositor consents the Bank to immediately update the account statement or adjust the account balance for accuracy
12. In the event where the interest from Savings Account that does not comply with the criteria and conditions for any regulatory requirement for tax exemption from personal income tax on interest income received from any type of saving deposit accounts according to relevant regulatory requirements by the relevant revenue department or equivalent authority (if any), the Bank is required to deduct the interest of such deposit account for withholding tax in order to deliver such withholding tax to the relevant revenue department or equivalent authority. If the interest of deposit is not enough for withholding tax deducting, the Depositor agrees to authorize the Bank to deduct such deficit from account balance in the deposit account maintained with the Bank.
13. Withdrawal of fixed deposit account prior to the end of the specified deposit period; the Bank will pay interest according to the actual deposit period at the interest rate as specified by the Bank's announcement for each type of fixed deposit account. In the case of a fixed deposit account with periodic interest payments, if the interest that the Depositor has already received is more than the interest that should be received, the Bank will deduct the excess interest paid from the principal deposit with the Bank. However, if the deposit period is less than 3 months or does not meet the deposit period specified by the Bank, the Bank will not pay interest.

14. In the case of fixed deposits account that the Bank pays interest every period as specified by the Bank to the Depositors and the Bank has already deducted the withholding tax of such deposit interest submitted to the relevant revenue department or equivalent authority, if the Depositor withdraws money prior to the end of the specified deposit period, the Bank will recalculate the withholding tax of the deposit interest that the Depositor has received from the Bank. If it appears that the total of the withholding tax of the deposit interest is less than the total withholding tax that the Bank has deducted in order to deliver such withholding tax to the relevant revenue department or equivalent authority upon each payment of interest paid to the Depositor, the Depositor agrees and accepts that such withholding tax deduction of the Bank is made in order to comply with the law. The Depositor agrees not to claim the excess tax refund from the Bank.
15. At the maturity of fixed deposits account as stipulated in the agreement, the Depositor consents the Bank to deposit the accrued interest into the fixed deposit account together with the remaining balance in the fixed deposit account as the combined principal for the next interest calculation according to interest rate for the fixed deposit account applicable at such time with the same deposit period as requested by the Depositor according to the original agreement. In this regard, the Depositor agrees that Clause 13 hereof shall also be applied, unless specified otherwise for additional special conditions, or the Depositor allows the Bank to transfer the principal amount with its maturity to a pair account requested by the Depositor to the Bank in accordance with the terms and conditions for each type of fixed deposit account.
16. Upon reaching the maturity date, for fixed deposit accounts with the Auto Renew condition, the Depositor grants the Bank permission to automatically renew the deposit for the specified duration as agreed upon initially in the agreement. This renewal allows the Depositor to receive interest calculated for the subsequent deposit term, based on the interest rate applicable to the fixed deposit account at that time. The Depositor agrees to adhere to the terms and conditions outlined in Clause 13, unless specific terms and conditions are explicitly stated separately. Furthermore, the Depositor provides consent for the transfer of the principal amount to the designated account upon maturity, following the terms and conditions applicable to each type of fixed deposit.
17. 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 shall authorize 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 no money or is insufficient for the debit, the Depositor agrees to pay such amount in full to the Bank immediately upon receipt of the notification from the Bank.
18. Withdrawals by proxy can be made at the branch of the Bank. Unless the account holder's signature is unattainable, withdrawals must exclusively occur at the account holder's designated branch. A proxy is required to present the ID card or other identification documents of both the Depositor and a proxy, including the required documents as prescribed by the Bank to the Bank officer.
19. The Bank will charge for the account maintenance fee at the rate specified by the Bank in the event that the account has a balance less than the required minimum balance. In this regard, in case of the account balance is zero, the Bank shall automatically close the account within the period specified by the Bank.

20. The Depositor consents the Bank to charge other fees related to Savings Account and Fixed Account at the rate and criteria as specified by the Bank.
21. The Depositor agrees that the Bank has the right to add and/or change terms and conditions of Bank's service, including criteria, fee rates and/or other expenses in using the Bank's service as the Bank deems appropriate. The Bank will post an announcement to inform the Depositor in a public area at the branch of the Bank and via the Bank's website (krungthai.com). Consequently, if such amendment and/or change significantly affects the Depositor's use of the service, the Bank may notify the Depositor at least 30 days in advance through additional channels as deemed appropriate such as via SMS or email, etc.
22. Any documents or letters of the Bank, which are delivered to the address or the workplace or the contact address or to the email address or via telephone number specified in the application form of deposit account opening or the Depositor informed to the Bank respectively, the Depositor agrees that the Bank has duly and rightfully delivered documents to the Depositor.
23. The Bank will immediately restrain any payment from the account when the Bank has acknowledged that the Depositor is deceased. The heirs or the administrator of the estate of the Depositor has the right to collect the deposit in the account by presenting the passbook or deposit slip together with the related documents required by the Bank to prove until meeting the satisfaction of the Bank. The Bank will consider to return such deposit.
24. In the case of opening a joint account by linking the relationship as, 'for' or 'by', the Bank shall permit only the relationship between a person who has not reached the legal age of adulthood (i.e. a minor as defined by relevant local laws) ("Minor") and his/her father or mother or a parent only (a parent means the legitimate father or mother or in the case where the Minor does not have both a legitimate father and a legitimate mother, a parent shall refer to the guardian of the Minor according to court order or the parent whose name is jointly in the same household registration as the Minor. The parent will be named in the deposit account). In this regard, the Minors must of legal age as of the account opening date. In the case of opening an account in the name of a parent for a Minor or a Minor by a parent, the Depositor and his or her parent agree that the Minor has the ownership of the money in the deposit account. As for account opening for incapacitated person, the Depositor must also open an account as 'by a guardian' according to court order.
- 24.1 As for the signing for withdrawal/payment, if the Minor is able to sign, the Minor and his/her parent are jointly authorized to sign for the withdrawal/payment and closing of the account. If the Minor is unable to sign, only his/her parent are authorized to sign for the withdrawal/payment and closing of the account.
- 24.2 In the event that the parent who is authorized to sign for the withdrawal/payment and closing of the account is deceased, (The parent does not have an ownership. The ownership belongs to the Minor.)
- a. In the case that either legitimate father or legitimate mother is deceased, the surviving legitimate father or mother is authorized to sign for the withdrawal/payment and closing of the account, or with the Minor according to the previous conditions for withdrawal/payment and closing of the account.



b. In the case that the legal guardian is deceased, or the parent whose name is jointly in the same household registration as the minor and whose name is in the deposit account is deceased, and/or in the case that the Minor does not have a legitimate father and legitimate mother, the Minor's relatives or public prosecutor shall appeal to the court to appoint the Minor's guardian to proceed with the deposit account or wait until the Minor reaches of legal age in order to proceed with his/her own account.

24.3 In the event that the Minor who has the ownership is deceased, the heirs or the administrator of the estate has the right to collect the deposit in the account by presenting the passbook or deposit slip together with other evidences required by the Bank to prove to the satisfaction of the Bank. The Bank will consider to return such deposit according to the Bank's regulations.

25. In case there are more than one of the individual Depositor whereby each of the co-Depositors is entitled to withdraw the deposit whether in whole or in part, unless specified otherwise in the withdrawal condition or as the Bank deems appropriate, in case there is any dispute between the co-Depositors, the Bank shall assume that each of the co-Depositors has the right to claim money in the deposit account with equal amount from the Bank.

26. If any of the co-Depositors is an individual and such co-Depositor is deceased, the Bank shall consider the related documents in order to give the withdrawal money to the other surviving co-Depositor(s) and/or the deceased's heirs and/or the administrator of the estate (as the case may be). However, the deposit payment to the co-Depositor and/or deceased's heirs and/or the administrator of the estate, the surviving co-Depositor(s) agrees that the Bank shall deem that each of the co-Depositors has the right to claim for the deposit money with equal amount. In this regard, the Bank shall allow the co-Depositor(s) and/or the deceased's heirs and/or the administrator of the estate to withdraw only the eligible part of the deposit that such deceased co-Depositor is entitled to receive its own amount.

27. In case the Depositor and/or one of the co-Depositors has any outstanding indebtedness with the Bank, the Depositor and the co-Depositor hereby authorize the Bank to immediately deduct the deposited money from the Depositor and/or the co-Depositor's deposit account, whether in whole or in part, to immediately pay for settlement of the Depositor and/or the co-Depositor's outstanding indebtedness.

28. In case the Depositor opens a deposit account by using the Depositor's own name as the sole account owner or by using an account name that is different from the account owner name i.e. Depositor name with co-Depositor or deposit account for other persons, etc., although the withdrawal condition specifies that the Depositor has the right to solely or jointly with other co-Depositors for withdrawals or other withdrawal conditions, the Depositor agrees that the Bank shall consider the right of claim for money in a deposit account belongs to the Depositor who is the account owner only.

29. In case the specified law, announcement or government regulation requires the Bank to disclose the information or the financial transaction of the Depositor or one/some of the Depositor's customers to the government officer or the government agency, when the Bank receives the request, the Depositor consents the Bank to disclose such information and/or to report the Depositor's financial transactions to the government officer or the government agency in all respects.

30. The Depositor agrees not to bring the deposit account for incurring any obligation with a person, a juristic person or other financial institutions, including but not limited to a transfer of a right of claim in a deposit account and/or a right to receive deposit, whether in whole or in part, unless the prior written consent from the Bank is obtained.
31. The Depositor agrees that the Bank has a right to restrain the deposit and/or withdrawal service for the Depositor's deposit account and/or close such deposit account at any time when the Bank suspects any doubtful incidents related to such deposit account or the financial transaction of whether the Depositor or related person to the Depositor or one of the Depositor's customer becomes the account or contains financial transactions that related to corruption, being against the law or using the account in an illegal way, including but not limited to the anti-money laundering transaction or financial support to the terrorism. In this regard, the Depositor agrees not to claim for any damages arising from the Bank's action as abovementioned at all.
32. 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.

33. The Depositor acknowledges that being hired to open an account, buying and selling an account or consenting other people to use accounts in committing an offense shall get punishments by the law.
34. The Depositor agrees to be bound and to comply with the terms and conditions as specified in this agreement, including the regulations and procedures as specified by the Bank, both of which are stated now and/or will continue to be specified in the future in all respects. Thus, the Bank shall notify such amendment in advance via the channel specified by the Bank accordingly.
35. The Depositor acknowledges the contents of the terms and conditions for Savings Account and/or Fixed Deposit Account and agrees that the contents are in accordance with the determination of the Depositor in all respects.
36. The Depositor agrees to pay service fees, fees, and any expenses in opening a deposit account and/or using the services as specified by the Bank at the present and/or as announced in the future by the Bank in all respects. Additionally, these terms and conditions are considered as part of the application form for deposit account opening. If the Depositor fails to comply with the terms and conditions and/or any cautions resulting in damage to the Bank and/or any person, the Depositor agrees to take responsibility for such damage occurred upon the Bank's claim immediately. In the event that a fault occurs, regardless of the reason for that mistake, the Depositor agrees that the Bank is entitled to adjust and correct the faults and errors for accuracy, including allowing the Banks to debit funds and/or transfer funds from various accounts of the Depositor maintained with the Bank without requiring the consent of the Depositor in any way. However, the Bank will notify the Depositor of the debit and/or transfer such amount thereafter.
37. The Depositor accepts that the information provided in the application form for account opening as well as other document submitted to the Bank is accurate, true and complete in all respects.
38. The Depositor acknowledges and agrees that if any of the provided information is false, incorrect, and/or incomplete, or if any concealment of information is made in regards to the FATCA and CRS Self-Certification Form that is part of the information and/or supporting documents for account opening, the Bank is entitled to terminate, at its sole discretion, the entire or parts of its banking/business relationship with the Depositor, as the Bank may deem appropriate.

39. The Depositor allows the Bank to inspect and/or search for the information from the any legal, regulatory authority or governmental bodies available databases and/or faces of Depositor from the relevant government agencies, including to contact, request some or all of Depositor's information or from any person or juristic person, if necessary and/or in case the Bank deems appropriate.
40. The Depositor allows the Bank to adjust and update the information that the Bank has acquired since the date of request for opening a deposit account for accuracy in order to prevent fraud crimes.
41. The Depositor consents the Bank to present the news, and/or product information and/or Bank's services to the Depositors, including the information sending or notifying via SMS and/or other electronic channels. If the Depositor does not wish to receive news and/or product/services information from the Bank, the Depositor can notify the relevant branch directly.