

Terms and Conditions for FCD Account Opening

1. In these Terms and Conditions, “Foreign Currency Deposit Account” means a foreign currency deposit account opened in a type of savings account, current account, fixed deposit account, which has already been determined, at present and/or in the future, by the Bank.
2. With respect to a foreign currency deposit account, a type of an account is up to a source of money as follows;
 - 2.1 The Foreign Currency Deposit Account for individual/juristic person which has the residence in the country in which the account is opened, which can be deposited the money from the foreign country or buy the foreign currency to be deposited in FCD account and will be transferred from FCD account of other individual/juristic person which has the residence in the country in which the account is opened, with no amount limit and no relevant evidence required.
 - 2.2 The Foreign Currency Deposit Account for individual/juristic person which has the residence outside the country in which the account is opened which can be deposited the money from the foreign country, such as the money transferred from the foreign country, foreign bill of exchange, payment for product and service and foreign payroll etc., with no amount limit.
3. To open Foreign Currency Deposit Account, the Applicant 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 Applicant must not use a pseudonym or conceal the Applicant’s real name in order to open a Foreign Currency Deposit Account.
4. In order to make a deposit to or a withdrawal from, or to conduct any transactions with a Foreign Currency Deposit Account, the Applicant is required to acknowledge and to comply with regulations and practices with respect to foreign exchange, and other relevant laws as specified by the regulatory authorities and administrative agencies.
5. 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 26 shall not apply to an account that has a balance of zero.
6. Withdrawal of money shall be in accordance with the conditions of account given to the Bank and the Bank’s terms and conditions for each transaction must be fulfilled. If the amount under one or more withdrawal orders exceeds the outstanding balance in the account, the Bank is entitled to cancel such order(s) or to proceed as appropriate without indicating date or time of the order(s).

7. In case of a withdrawal from a foreign currency fixed account before the maturity date, whether in whole or in part, the Bank shall impose penalties therefor according to which specified by the Bank. Upon maturity date, the Bank will automatically deposit a principal with an interest to the account according to the previous term of deposit and the interest rate as specified by the Bank, except the Applicant inform otherwise to the Bank 2 days before the maturity date.
8. The deposit interest rate, service charges, and others fees shall be in accordance with the announcement of interest rate for Foreign Currency Deposit Account, the announcement of fee rates for deposit to and withdrawal from Foreign Currency Deposit Account, and the announcement of terms and fees with respect to the use of service of Foreign Currency Deposit Account, including the announcement of interest rates, discounts, service charges and penalties of the Bank.
9. The Bank reserves its right to change and charge service charges, fees rates and other expenses for deposit products according to which specified by the Bank, which will be announced by the Bank at branches of the Bank and the Applicant consents to the Bank to immediately deduct such fees and expenses from all types of account that the Applicant has with the Bank according to the method specified by the Bank.
10. In case of changing personal information, signatures, addresses, or conditions, the Applicant must inform to the Bank according to the form specified by the Bank, including a copy of the relating documents and the specimen signature, addresses or conditions which is needed to be changed.
11. In case there is a law, announcement or rules of governmental authorities that requires the Bank to disclose information or financial transactions of the Applicant or of one or more customers of the Applicant to an official or governmental authorities, upon receipt of such demand by the Bank, the Applicant agrees and consents to the Bank to disclose such information and/or provide such financial transaction of the user(s) to the official or governmental authorities
12. To open the Foreign Currency Deposit Account and deposit the money into the Foreign Currency Deposit Account, the amount shall not be lower than the amount specified by the Bank.
13. The Bank will give an account passbook to the Applicant. The Applicant cannot transfer the account owner, edit or tear off any page of the passbook. The Applicant must keep passbook in a secure place and avoid being placed under any other person's custody without permission from the Applicant. If the passbook is lost or stolen, the Applicant 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.
14. The Applicant consents to the Bank to pay interest to the Applicant at the rate, period and method as announced by the Bank from time to time. Moreover, the Applicant consents to that the Bank has the right to change the interest rate of all deposit account at any time. The Bank shall announce the determination or change of interest rate to public at the branch nationwide and via the Bank's website. When the Bank announces for any change of interest rate, the Applicant agrees to accept the interest rate announced by the Bank and consents to apply the changed rate with the Applicant'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.
15. Writing on document related to the deposit or withdrawal, the Applicant must use a pen with non-erasable ink, otherwise, the Bank shall not be responsible for any damage occurred.

16. Every deposit or withdrawal made at the branch, the Applicant must present the relevant document to the authorized signatory officer of that branch in order to record a deposit or a withdrawal. The Applicant must check the accuracy of the deposit or withdrawal money and the account balance. In case of discrepancy, the Applicant shall immediately inform the Bank for correction.
17. 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.
18. If applicable, if the Applicant conducts banking transactions without using the passbook (No Book) i.e. conducting the deposit and withdrawal without passbook or depositing, withdrawing and transferring via the ATM/ADM or transferring via KTB Netbank/Krungthai NEXT etc., exceeding 20 transactions and when the Applicant wishes to update the passbook, the Bank will combine all transactions to be one for each debit and credit. If the Applicant requests for details of such combined transaction, the Applicant shall contact the Bank's branch for issuing an account statement.
19. Interest that the Applicant has already received, if it is more than the interest that should be received, the Applicant consents to the Bank to immediately update the account statement or adjust the account balance for accuracy.
20. 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 saving deposit Accounts according to relevant requirements by the relevant revenue department or 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 Applicant agrees to authorize the Bank to deduct such deficit from account balance in the deposit account maintained with the Bank.
21. In the case of fixed deposits account that the Bank pays interest every period as specified by the Bank to the Applicant and the Bank has already deducted the withholding tax of such deposit interest submitted to the Revenue Department, if the Applicant withdraws money prior to the end of the specified deposit period, the Bank will recalculate the withholding tax of the deposit interest that the Applicant 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 Applicant, the Applicant agrees and accepts that such withholding tax deduction of the Bank is made in order to comply with the law. The Applicant agrees not to claim the excess tax refund from the Bank.
22. At the maturity of fixed deposits account as stipulated in the agreement, the Applicant consents to 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 Applicant according to the original agreement. In this regard, the Applicant agrees that Clause 23 hereof shall also be applied, unless specified otherwise for additional special conditions, or the Applicant allows the Bank to transfer the principal amount with its maturity to a pair account requested by the Applicant to the Bank in accordance with the terms and conditions for each type of fixed deposit account.

23. If the Bank puts money into the Applicant's account by mistake, either via deposit or money transfer or other methods which is a wrong account number whereby the Applicant has no legal right for such money, the Applicant shall authorize the Bank to immediately debit such amount from the Applicant's account. However, the Bank shall inform the Applicant of such transaction thereafter via telephone. If the account balance of the Applicant is not enough for the debit, the Applicant agrees to pay back such amount of money to the Bank immediately in full upon notification from the Bank.
24. Withdrawal by proxy, a proxy shall make withdrawals only at the branch where the Applicant's account was opened. A proxy is required to present the ID card or other identification documents of both the Applicant and a proxy, including the required documents as prescribed by the Bank to the Bank officer.
25. 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.
26. The Applicant consents to the Bank to charge other fees related to Savings Account and Fixed Account at the rate and criteria as specified by the Bank.
27. The Applicant agrees that the Bank has the right to add and/or change terms and conditions of Bank's service, including criteria, fee rate and/or other expenses in using the Bank's service as the Bank deems appropriate. The Bank will post an announcement to inform the Applicant in a public area at branch and via the Bank's website and/or any other channel specified by the Bank. In case that such amendment effect to the service of the Applicant, the Bank may prior inform the Applicant at least 30 days via other appropriate channel such as SMS or e-mail etc.
28. 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 Applicant informed to the Bank respectively, the Applicant agrees that the Bank has duly and rightfully delivered documents to the Applicant.
29. The Bank will immediately restrain any payment from the account when the Bank has acknowledged that the Applicant is deceased. The heirs or the administrator of the estate of the Applicant 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 to the satisfaction of the Bank, the Bank will consider to return such deposit.
30. In case there are more than one of the Applicant whereby each of the co-Applicant 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-Applicant, the Bank shall assume that each of the co-Applicant has the right to claim money in the deposit account with equal amount from the Bank.

31. If any of the co-Applicant is an individual and such co-Applicant passes away, the Bank shall consider the related documents in order to give the withdrawal money to the other surviving co-Applicant(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-Applicant and/or deceased's heirs and/or the administrator of the estate, the surviving co-Applicant(s) agrees that the Bank shall deem that each of the co-Applicant has the right to claim for the deposit money with equal amount. In this regard, the Bank shall allow the co-Applicant(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-Applicant is entitled to receive its own amount.
32. In case the Applicant and/or one of the co-Applicant has any outstanding indebtedness with the Bank, the Applicant and the co-Applicant hereby authorize the Bank to immediately deduct the deposited money from the Applicant and/or the co-Applicant's deposit account, whether in whole or in part, to immediately pay for settlement of the Applicant and/or the co-Applicant's outstanding indebtedness.
33. In case the Applicant opens a deposit account by using the Applicant's own name as the sole account owner or by using an account name that is different from the account owner name i.e. Applicant name with co-Applicant or deposit account for other persons, etc., although the withdrawal condition specifies that the Applicant has the right to solely or jointly with other co-Applicant for withdrawals or other withdrawal conditions, the Applicant agrees that the Bank shall consider the right of claim for money in a deposit account belongs to the Applicant who is the account owner only.
34. The Applicant 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.
35. The Applicant agrees that the Bank has a right to restrain the deposit and/or withdrawal service for the Applicant'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 Applicant or related person to the Applicant or one of the Applicant'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 Applicant agrees not to claim for any damages arising from the Bank's action as abovementioned at all.
36. 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.

37. The beneficial owner of FCD account shall be the account owner only.

38. Being hired to open an account, buying/selling a bank account or consenting to other persons to use the bank account to commit a crime will be punishable under the law.