



TERMS AND CONDITIONS ACCOUNT OPENING

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IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THE FOLLOWING TERMS AND CONDITIONS BEFORE YOU DECIDE TO OPEN AN ACCOUNT.

1. These terms and conditions, together with customer general terms and conditions available on <https://www.wingbank.com.kh/en/footer-policy/general-terms-and-conditions/> (“**Terms and Conditions**”), apply to any person who opens an account (“**you**”) at Wing Bank (Cambodia) Plc. (“**Bank**”). Under this Terms and Conditions, (“**account**”) refers to all types of bank accounts which you will open with the Bank, including individual or corporate accounts, and personal or joint accounts.
2. You acknowledge that for the processing of account opening, you must supply all information and documents in this application and that failure to do so may result in this application being rejected. You confirm that the information and documents provided in this application are provided voluntarily and are true, correct, and complete. You confirm that you thoroughly reviewed and verified the information and documents you provided and will immediately notify the Bank of any incorrect information before you sign this application form for account opening.
3. You shall keep the Bank informed of any change in facts or circumstances that may render any information, statements, representations and/or particulars given by you hereunder, incorrect, or untrue from time to time. Whereas the Bank has reasonable grounds to believe that any particulars of your information are no longer true and correct, you agree for the Bank to alter the particulars as it may deem fit. You understand that your non-disclosure of any changes in circumstances hereunder may amount to making intentional or negligent misrepresentation(s) and/or providing fraudulent information, which may incur civil and/or criminal liability on you under Cambodian law. You further authorize the Bank to verify any such information and documents from whatever sources whenever the Bank deems necessary.
4. You acknowledge that you are obliged by the applicable laws to declare US person status under the criteria below:
 - 4.1 A US citizen (including dual citizen);
 - 4.2 A US resident alien for tax purposes;
 - 4.3 A US Green Cardholder;
 - 4.4 A US partnership;
 - 4.5 A US corporation;
 - 4.6 A US estate other than foreign estate; or
 - 4.7 Any trust if: (i) any court in the US is able to exercise primary supervision over the administration of the trust, and (ii) one or more US persons have authority to control all substantial decisions of the trust.You shall notify the Bank within 30 days whenever there is a change in your circumstances and any of these criteria apply to you.
5. You agree to review the account statement within sixty (60) days from the statement date (which is due by each month-end of the calendar month) on paper or in electronic form which is accessible through applicable distribution channels of the Bank because you are in the best position to detect any abnormal transactions occurring in relation to the account. Your failure to exercise ordinary care will constitute negligence and will preclude you from asserting against the Bank of any unauthorized transactions on your account. You further indemnify the Bank for paying any discrepancy as a result of your negligence.
6. You agree that accounts must be active and used for legitimate purposes. Accounts that are inoperative for 10 consecutive years, counting from the last date of transaction, will be classified as ‘dormant’. A dormant account will be subject to fee charges and controlled actions imposed by the Bank (for example, imposing different kinds of restrictions on the use of facilities, account operation and funds). Further, you acknowledge that the dormant

account shall be transferred to National Bank of Cambodia ("**NBC**") for administration without the need of your further consent as required under the applicable laws.

7. You agree that the Bank may charge from this account or any other valid and available account(s) that you may have with the Bank or recover from you for any bank fees, government charges, taxes or duties imposed on transactions and/or which relate to your account(s).
8. You agree that you have a duty to safeguard access to your account including check, card or other important credentials (i.e. PIN, OTP, secret words, username) to access online banking services linked to your account(s). You shall be fully and solely responsible before the applicable laws for failing to perform this duty.
9. You consent for the Bank to use your personal information and documents for opening the account that you have requested and for account administration, planning, product development, research, and other appropriate purposes.
10. You agree for the Bank to share your personal information and documents hereunder and transaction details or transaction history under your account with the following:
 - 10.1 third-party service providers ("**Service Provider**") and affiliates of the Bank ("**Affiliate**") in order to do the work regarding account opening on its behalf (for example, a mailing house or a data processor) and performing banking services (for example, delivery of card, bank statement, KHQR or development of software). You agree for the Bank, Service Provider and Affiliate to exchange any information and document herein with each other;
 - 10.2 Credit Reporting System ("**CRS**") for matters as required by Prakas on Credit Reporting including dishonoring checks;
 - 10.3 Internal Revenue Department ("**IRS**") for reporting about account operations by the US persons as required; and
 - 10.4 Any persons or government bodies, including the NBC, where it is required or permitted by the applicable laws or where you have otherwise consented.
11. These Terms and Conditions shall be terminated when your account is closed according to your request, the Bank's policy and procedure for account closure or the applicable laws.
12. The Bank reserves the right to change, modify, add or remove any part of these Terms and Conditions at any time as required by the applicable laws and you shall be bound by the same. The Bank may provide you with prior notice of such changes as a complementary service.
13. These Terms and Conditions shall be governed and construed in accordance with the law of the Kingdom of Cambodia. All disputes, controversies or differences which may arise in connection with the interpretation and implementation of these Terms and Conditions shall be settled through amicable negotiation. If the parties fail to reach an agreement, the dispute shall be brought to the exclusive court of Cambodia.
14. You acknowledge having read, understood and agreed to be bound by these Terms and Conditions from the acceptance date.