Wing Bank
ROYAL GROUP
SINCE 1991

CUSTOMER MASTER AGREEMENT

អាសយដ្ឋាន៖ អគារវីង មហាវិថីព្រះមុនីវង្ស កែង មហាវិថីកម្ពុជាក្រោម ភូមិ 6 សង្កាត់មនោរម្យ ខណ្ឌ 7 មករា រាជធានីភ្នំពេញ
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CUSTOMER MASTER AGREEMENT

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You may find Customer Master Agreement of Royal Group Companies as you accepted and agreed to as below:

(1) Customer Master Agreement of Wing Bank (Cambodia) Plc (as below); and

(2) Customer Master Agreement of Royal Group Life Insurance Plc. (hyperlink to website)

CUSTOMER MASTER AGREEMENT OF WING BANK

Effective from 16 September 2026

This Customer Master Agreement of Wing Bank (“**Customer Master Agreement**”) is entered into between Wing Bank (Cambodia) Plc (“**Bank**”) and you on your Acceptance Date.

Clause 1: Construction of Customer Master Agreement

Unless the context otherwise requires:

(1) references to the masculine gender include the feminine and neuter genders and vice versa, and references to the singular include the plural and vice versa;

(2) clause and sub-clause headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of the Customer Master Agreement or the intent of the provisions hereof; and

(3) all customer agreements under each annex and schedule of this Customer Master Agreement are taken, read and construed as essential and form integral parts of this Customer Master Agreement.

(4) in the event of any inconsistency or conflict between the provisions of this Customer Master Agreement and other specific agreements, or other related documents, the provisions of this Customer Master Agreement shall prevail unless expressly stated otherwise in that specific agreements or other related documents.

Clause 2: Application

2.1 This Customer Master Agreement constitutes a legally binding agreement made between the Bank and you in your personal capacity (“**you**” or “**your**”).

2.2 You will be required to accept this Customer Master Agreement only once on your first engagement with the Bank. This Customer Master Agreement will be valid upon your acceptance pursuant to Clause 3 below; however, the specific customer agreements annexed to this Customer Master Agreement will only take effect upon your activation of those products or services of the Bank. For a sake of clarity, “activation” refers to customer’s enrollment, subscription, registration or request or similar activities for obtaining a service or product of the Bank by entering OTP, PIN code or other authentication methods. At the time of your activation of any Bank’s products or services, the specific customer agreement on those products or service as annexed to this Customer Master Agreement will bind your obligations with the Bank without further acceptance or signing required from you. For certain products or services of this Customer Master Agreement, you will be required to accept additional terms and conditions at the time of your activation of such products or services.

Clause 3: Acceptance

You have read, understood and agreed to each term and condition of this Customer Master Agreement. You acknowledge that ticking the agreement box, inserting OTP or PIN or utilizing face scan technology or other forms of agreement confirmation constitutes your acceptance of this Customer Master Agreement to the extent of the applicable laws and regulations, and that you will be legally bound by this Customer Master Agreement from your Acceptance Date.

Clause 4: Your Consent

4.1 Consent for Personal Data Sharing

By accepting this Customer Master Agreement, you hereby agree to be bound by our Privacy Policy available on www.wingbank.com.kh and authorize the Bank to collect, store and disclose your personal data and documents confirming personal data to the following persons, in accordance with applicable laws and our Privacy Policy:

(1) our employees and agents to the extent as reasonably necessary to perform the work under the products and services you requested, in which case we will require those persons to honor our Privacy Policy;
(2) affiliates of Royal Group of Companies Ltd. and Royal Group Companies for the purpose of cross sale of the products and services, in which case we will require those affiliates to honor our Privacy Policy. We will share your personal data with the abovementioned companies only when and in case that you request, activate, subscribe or use one or more of the products or services of such companies;
(3) vendors, consultants, sub-contractors, and service providers who require access to data and information to carry out operations or transactions on behalf of the Bank or for the purpose of product development, in which case we will require those persons to honor our Privacy Policy;
(4) in response to a request for data from you if the Bank believes that the disclosure is in accordance with any applicable laws, regulations or legal process (i.e. to establish, exercise or defend our legal rights such as for the purpose of fraud prevention), or as otherwise required by any applicable laws, rules or regulations;
(5) in connection with any merger and acquisition involving the Bank, sale of all or part of our company business or assets to other persons or similar transactions; and
(6) the competent courts, dispute resolution forums or regulators as requested or to fulfill our disclosure or reporting obligation as required to do so by laws.

4.2 Consent to Freeze Balance or Account

You authorize and agree for the Bank to freeze your fund and/or Account in the following circumstances:
(1) You receive an unintended amount that does not belong to you;
(2) It is believed or suspected that your Account is suspected or is or has been involved in any money laundering or criminal acts;
(3) The Bank receives instruction from the court or competent government authorities to freeze your balance or Account; and
(4) Other cases as permitted by applicable laws and regulations.

4.3 Consent to Reverse Amount

You hereby authorize the Bank to reverse any transaction amount that was erroneously credited to your Account due to system error, duplicate processing, fraud, or other unintended events. You further agree that the Bank is authorized to debit your Account in accordance with the applicable laws and regulations as soon as the Bank becomes aware of those incidents.

In cases where the balance in the Account is insufficient to cover the reversal, you agree to repay the amount owed immediately upon notification. The Bank reserves the right to take legal action or report the matter to relevant authorities if repayment is not made in a timely manner.

In the event of a disagreement regarding a transaction reversal, you may submit a formal complaint through the Bank's internal complaint handling process. The Bank will investigate and respond in a timely and transparent manner. If you are not satisfied with the outcome, you retain the right to refer the dispute to ABC or NBC or a competent court in accordance with applicable laws.

4.4 Consent for Direct Debit

You authorize and agree for the Bank to deduct or withdraw your money automatically from your indicated Account or any of your Accounts held at the Bank without having to further inform or obtain consent from you in order to perform your obligations that you have agreed upon when accepting this Customer Master Agreement, including repayment of principal, interest, fees, charges, insurance premiums and other amounts to be paid to the Bank.

4.5 Uncertain Events for Transaction Gain or Loss

There might be circumstances whereby system failure or any human error occurs due to uncertain events as a nature of service delivery in general. You are willing to cooperate with the Bank and to follow the Bank's applicable procedures and the applicable laws to resolve the issue without damaging the other party's interests. You acknowledge, authorize and agree for the Bank to make adjustment transparently on such gain or loss on your Account(s) without having to obtain your consent from you to do so.

Clause 5: Your Responsibility for Unauthorized Transaction

You agree to take reasonable steps to protect your Account and device(s) from unauthorized access. In the event of an unauthorized transaction, you will be held responsible if it is determined that the incident resulted from your negligence or failure to follow security guidelines.

Clause 6: Discretion of the Bank

The Bank reserves the right to limit or cancel your transaction without prior notice and without liability if the Bank suspects that:

(1) the use of your banking access, username or password may cause losses to you or the Bank;
(2) the disclosed documents are invalid or fake after your Account has been opened;
(3) Bank System or equipment malfunctions or are otherwise unavailable for use;
(4) the Bank finds that the security of your Account is at risk; or
(5) Any reason which the Bank is required to do so by law.

Clause 7: Exchange Rate

In banking transactions, we may receive an amount in a different currency for credit or debit from your Account including but not limited to a telegraphic transfer or cheque drawn in foreign currency. In this regard, we will convert the amount in a different currency to the same currency of your Account by using the retail exchange rate that we make available for such currency on that day. The rate of exchange offered by the Bank for any transaction is influenced by factors such as the channel used, transaction currency, the amount, the date and time the transaction is initiated and prevailing market conditions. Considering all these factors, you agree to purchase or sell the different currency and accept the exchange rate quoted by the Bank for such a transaction.

Clause 8: Anti-Money Laundering, Terrorism Financing and Sanction Controls

8.1 We are not obliged to do or omit anything if it would, or might in our reasonable opinion, constitute a breach of any applicable laws and regulations on anti-money laundering, combating the financing of terrorism or economic or trade sanctions laws or regulations applicable to us.

8.2 You should be aware that transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach the applicable law or sanctions (or the law or sanctions of any other countries). Where transactions are delayed, blocked, frozen or refused, the Bank and its correspondent banks are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with that transaction.

8.3 You must promptly provide to the Bank all information and documents that are within your possession, custody or control reasonably required by the Bank for the Bank to properly comply with any applicable laws and regulations on anti-money laundering, combating the financing of terrorism or economic or trade sanctions laws or regulations applicable to the Bank.

8.4 You agree and consent that the Bank may disclose any information and documents concerning you and your Accounts to any government authority where required by applicable laws and regulations applicable to the Bank.

8.5 You agree to exercise your rights and fulfil your obligations under this Customer Master Agreement and any other relevant specific terms and conditions in accordance with all applicable laws and regulations on anti-money laundering, combating the financing of terrorism or economic or trade sanctions laws or regulations applicable to the Bank.

Clause 9: Your Liabilities

9.1 You shall be liable for any damage and loss resulting from your Customer Instruction, negligence, fraud or violation of this Customer Master Agreement in connection with your usage of the Bank's products or services.

9.2 You agree to indemnify and hold the Bank harmless against any claim or damage from any party arising out of or in connection with your usage of any of the Bank's products or services. You shall compensate the Bank promptly for any amount claimed by the Bank to which the Bank becomes liable due to your Customer Instruction, negligence, fraud, violation of contractual obligation or your usage of any of the Bank's products or services.

Clause 10: The Bank's Disclaimer of Liabilities

10.1 Unless due to negligence or willful misconduct by the Bank and its authorized employees, the Bank, its directors, employees and affiliates, shall not be liable for any harm, loss or damage suffered by you or any other person as a result of:

(1) withdrawal, suspension or cancellation of your initiated transaction or any failure to effect or execute any of the orders or Customer Instructions whether such failure is attributable, either directly or indirectly, to any circumstances or events outside the reasonable control of the Bank;

(2) any mechanical, electronic or other failure, malfunction, interruption of the Bank's telecommunication and computer system or other equipment or its installation or operation;

(3) any incomplete or erroneous transmission of any of your Customer Instruction or order or any error in the execution of any such Customer Instruction or order including any resulting delay, loss, expenses or damages whatsoever incurred or suffered by you as a result thereof;

(4) any delay, interruption or suspension, however, caused by any third party, including but not limited to service providers or equipment suppliers, which interferes with, affects or disrupts the performance of the Bank; or

(5) any disruption of service due to force majeure, any incomplete or erroneous Customer Instruction or order made by you, or any error in execution of the Customer Instruction or order caused by you.

10.2 No delay in exercising, nor any failure to exercise, on the part of the Bank, any right under the applicable laws, regulations, the Bank's internal policies, procedure, guidelines, and these terms and conditions under the Customer Master Agreement shall operate as a waiver of its rights or a consent to breach of agreement by you in all respects.

Clause 11: Complaint Handling

You agree that any complaint or dispute arising in connection with this Customer Master Agreement will be handled in accordance with the Bank's policy and applicable laws. However, depending on circumstances, the Bank does not guarantee that your issue will be resolved successfully or that your loss can be recovered.

Clause 12: Taxes

12.1 You must comply with your tax payment obligations related to the opening, operation and maintenance of your Account and related to the utilization of our products or services, which extend its coverage to any legal fee as well as timely payment of any proper taxation on its assets held with the Bank. The Bank may deduct the balance from your Account as necessary to be withheld or taxed by the tax authority or for execution of this Customer Master Agreement.

12.2 For any payment payable from you to the Bank, you warrant the Bank will receive unaffected payment, free of tax deduction. The Bank, on the other hand, is not obliged to provide additional fees to cover tax deductions for any payment payable to you.

Clause 13: Confidentiality

13.1 Keeping your information private and confidential is a core principle of the Bank. We commit to putting our best endeavor and making all efforts to ensure that your personal and financial data are protected through our Privacy Policy.

13.2 To the extent permitted by applicable law, you fully understand that your privacy and confidentiality may not be kept at all times. The Bank, after exhausting all security safeguards to its best effort, shall not be liable for security of any information input by you to the Bank System via any of your means using mobile banking or internet banking services which are not attributable to the Bank. Therefore, you acknowledge and accept the risk of penetration of unauthorized parties to the information contained in the Bank System. You agree not to hold the Bank responsible for any unauthorized access or any loss or damage resulting from this.

Clause 14: Termination

This Customer Master Agreement is valid from its Acceptance Date and becomes effective from the activation date of respective products and services and continues until either party ends the relationship with the other party.

Clause 15: Assignment

You shall not assign, delegate or transfer in any way your rights and obligations under this Customer Master Agreement, in whole or in part, without prior written consent from the Bank. You agree that the Bank may assign, delegate or transfer in any way the Bank's rights and obligations under this Customer Master Agreement to any transferee or assignee and you agree that:

(1) you shall execute such documents as necessary to permit the transfer or assignment and to join the transferee or assignee as a party.

(2) in the event of such assignment and/or transferring to any person by the Bank, you shall thereafter deal with the assignee or transferee with respect to those matters.

Clause 16: Amendment

Except where specifically stated in this Customer Master Agreement, you understand and agree that the Bank may amend, change, modify, add or remove any part of this Customer Master Agreement at any time by providing a notice to you. Any amendment will become effective upon posting on the Bank's website and any other applicable Bank Channel as the Bank deems appropriate. By continuing to use our products and services after the amendment takes effect, you are deemed to have accepted the amendment.

Clause 17: Notice and Contact

17.1 Any notice or communication takes effect from the time that it is received or deemed to be received unless a later time is specified.

17.2 Any notice or communication is deemed to be received:

(1) if posted on the Bank's website or provided via other communication means deemed appropriate by the Bank;

(2) if in writing and delivered in person or by courier, on the date it is delivered;

(3) if sent by post, 03 (three) business days after posting (or 07 (seven) business days after posting if sent from one country to another);

(4) if sent by telegram, at the time the message appears to be read by the receiver; or

(5) if sent by email, (a) when the sender receives an automatic message confirming delivery (including out of office or similar messages); or (b) four hours after the time the email was sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered, whichever happens first.

17.3 For any concern or request for any information from the Bank, please contact the following contact:

WING BANK (CAMBODIA) PLC
Address: Wing Tower, Preah Monivong Blvd. corner Kampuchea Krom Blvd., Phum 6, Sangkat Monourom, Khan Prampir Meakkakra, Phnom Penh.
Email: care.centre@wingbank.com.kh
Call: +855 23 999 989

Clause 18: Governing Law and Jurisdiction

18.1 This Customer Master Agreement shall be construed, interpreted and governed by laws of the Kingdom of Cambodia.

18.2 Any dispute arising out of or in connection with the Customer Master Agreement, including any question regarding its existence, validity, performance or termination, shall be settled in an amicable manner and to reach an out-of-court resolution as soon as possible. If the parties are unable to reach a resolution within 60 (sixty) days from the date on which the party raises a dispute or controversial issues, the dispute shall be referred to and finally resolved by the competent court of the Kingdom of Cambodia.

Clause 19: Language

This Customer Master Agreement is made in Khmer language and may be translated into various languages as a complementary language for ease of use. If there are any inconsistencies between these languages, the version in Khmer language shall prevail.

ANNEX A: BANK ACCOUNT

CUSTOMER AGREEMENT ON ACCOUNT OPENING AND OPERATION

Clause 1: Application

This Customer Agreement on Account Opening and Operation applies to natural person who opens a bank account at the Bank ("**Account**"). Under this Customer Agreement on Account Opening and Operation, Account refers to all types of bank accounts in any currency which you open with the Bank, including current account or saving account, and personal or joint accounts and junior account.

Clause 2: Your Consent on Account Opening

2.1 You acknowledge and agree that this Customer Agreement on Account Opening and Operation applies to you from first Account opening at the Bank and more Accounts that you will open with the Bank. For clarity, you may not be required to re-accept or re-agree to this Customer Agreement on Account Opening and Operation for your 2nd Account opening or subsequent account, but this Customer Agreement on Account Opening and Operation will bind you for undertaking such an action.

2.2 You agree and authorize the Bank to automatically open an Account in KHR currency for you at the same time as your intended account opening. For the avoidance of doubt, if your intended account opening is in KHR currency, or if the account in KHR currency already exists at the 2nd or more account opening, then the Bank will not automatically open another Account in KHR currency for you.

2.3 You further agree and confirm that the Account being opened is solely managed, maintained, and used for your own personal or business purposes. You are the ultimate beneficial owner of the Account and do not act on behalf of, or under the direction of, any third party. The Account and its associated rights or interests shall not be transferred, pledged, sold, or otherwise assigned to any other person or entity in any form, unless explicitly disclosed and approved by the Bank.

Clause 3: Junior Account

3.1 Junior Account

You acknowledge, agree, and confirm that the Account is opened and maintained either for your own personal or business purposes or, where applicable, on behalf of a Junior Holder ("**Junior Account**"). For the purpose of these terms and conditions, a "Junior Holder" means an individual who is under eighteen (18) years of age.

3.2 Responsibility of Parent or Legal Guardian

Where the Account is opened for a Junior Holder, you, as the parent or legal guardian, shall be solely responsible for managing, maintaining and monitoring the Account on behalf of the Junior Holder until the Junior Holder reaches eighteen (18) years of age. You shall remain fully liable for all transactions, activities, obligations, dispute, compliant and liabilities arising from or in connection with the Junior Account.

3.3 Account Upgrade

(1) Upon reaching eighteen (18) years of age, the Junior Holder must upgrade the Junior Account to a standard Account through the Wing Bank App or by visiting a Bank branch, subject to satisfying the Bank's applicable KYC and account opening/upgrading requirements.

(2) Upon successful completion of the Junior Account upgrade and verification process, the Junior Account shall be converted into a standard Account and shall thereafter be governed by the terms and conditions applicable to such account.

(3) If the Junior Holder fails to complete the Junior Account upgrade process within six (6) months after attaining eighteen (18) years of age, Bank reserves the right, at its sole discretion, to restrict, suspend, or close the Junior Account.

(4) In the event of Account closure, any available balance remaining in the Junior Account may be transferred to your linked primary Account, subject to applicable laws and the Bank's

internal policies. Bank shall provide prior notification to the Junior Holder and you as parent or legal guardian through any communication channel deemed appropriate by the Bank.

3.4 Account Features and Service Restrictions

(1) Bank may, at its sole discretion, impose restrictions, limitations, or conditions on the features, services, transaction limits, and functionality available to a Junior Account from time to time.

(2) You and Junior Holder acknowledge and agree that certain products, services, and banking features may not be accessible to a Junior Account until the account is upgraded to a standard Account in accordance with Clause 3.3.

Clause 4: Know-Your-Customers ("KYC")

4.1 You acknowledge that for the processing of account opening, you must supply all information and documents in application request and that failure to do so may result in this application being rejected. You confirm that your information and documents 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.

4.2 You shall keep the Bank informed of any change in facts or circumstances that may render any information, statements, representations and 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.

Clause 5: Obligation to Declare US Person

5.1 If you are an American national, you acknowledge that you are obliged by the applicable laws to declare the United States of America ("**US**") person status under the criteria below:

(1) A US citizen (including dual citizen);
(2) A US resident alien for tax purposes;
(3) A US Green Cardholder;
(4) A US partnership;
(5) A US corporation;
(6) A US estate other than foreign estate; or
(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.

5.2 You shall notify the Bank within 30 (thirty) days whenever there is a change in your circumstances and any of these criteria apply to you.

Clause 6: Fees and Charges

6.1 Depending on the type of Account you choose and in accordance with the Bank's policy, an annual fee will be applied to your Account. This fee will be charged periodically.

6.2 You agree that the Bank may charge from the indicated 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 or which relate to your Account(s).

Clause 7: Your Obligation to Maintain Account Access and Security

7.1 You agree to review the account statement within 60 (sixty) 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 Bank Channel 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 any unauthorized transactions on your account. You further indemnify the Bank for paying any discrepancy as a result of your negligence.

7.2 You agree that you have a duty to safeguard access to your Account including Cheque, Card or other important credentials (i.e. password, PIN code, OTP and 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.

7.3 You must always keep your password, PIN code, OTP and username confidential and secure by:
(1) never disclose password, PIN code, OTP and username to any person;
(2) never allow any other person to see you entering your password, PIN code, OTP and username;
(3) commit your password, PIN code, OTP and username to memory and not record them anywhere;
(4) never choose a password or PIN code that is easily identified with you, for example, birth date, car registration, telephone number or name;
(5) if the password and PIN code are exposed or suspected to be exposed to any person, you shall immediately change the password and PIN code to protect your own interest; and
(6) If you believe that someone has transferred or may transfer funds from your Account without your permission, please contact us immediately to assist you in blocking your Account from further transactions and for us to investigate the case.

7.4 The Bank reserves the right to suspend or restrict access to your Account to protect your interest from losses and comply with applicable laws.

Clause 8: Your Consent for Use and Sharing of Your Personal Data

8.1 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.

8.2 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:

(1) affiliates of Royal Group of Companies Ltd. and Royal Group Companies for the purpose of cross sale of the products and services, in which case we will require those persons to honor our Privacy Policy. We will share your personal data and document with the abovementioned companies only when and in case that you request, activate, subscribe or use one or more of the products or services of such companies;
(2) third-party service providers ("**Service Provider**"), 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) and for purpose of product development. You agree for the Bank and Service Provider to exchange any information and document herein with each other, in which case we will require those persons to honor our Privacy Policy;
(3) Credit Reporting System ("**CRS**") for matters as required by Prakas on Credit Reporting dated 26 June 2020 including dishonoring cheques;

(4) Internal Revenue Service ("**IRS**") for reporting about account operations by the US persons as required; and
(5) Any persons or government bodies, including the National Bank of Cambodia ("**NBC**"), where it is required or permitted by the applicable laws or where you have otherwise consented.

Clause 9: Account Currency

9.1 By opening an Account with the Bank, you agree that all transactions will be conducted in the designated account currency.

9.2 Any deposits, withdrawals, or transfers will be processed in this currency, and you are responsible for any conversion fees or fluctuations in exchange rates.

Clause 10: Bank's Right to Dormant Accounts

10.1 If your Account does not have any transaction for a period of 12 (twelve) consecutive months from the last transaction date, your Account will be classified as a "dormant account". In this regard, the Bank has the right to undertake one or more of the following:
(1) Not allow any credit into or withdrawal from the Account unless its status is changed from "dormant" to "active".
(2) After the expiration of the prior notice to you, charge a monthly service fee by automatically debiting from your Account.
(3) After the expiration of the prior notice to you, close your Account automatically if your Account has zero balance; or
(4) After the expiration of the prior notice to you, close your Account automatically, if we believe that your Account is likely to go into unarranged overdraft and other fees are to be debited from this Account.

10.2 You acknowledge and agree that it is your obligation to keep your Account in "active" manner without a need to be notified for possible chance of being classified as "dormant". The Bank may choose different means to reach out to you as complementary service to inform you in advance of possible charge to be applied before your Account becomes dormant. You are highly recommended to reactivate your Account before the charge is applied as well as other possible restrictions are imposed.

10.3 The Bank reserves the right to revise dormancy fee charge from time to time based on its necessity. In this case, we will inform you of such a change and you agree for us to apply the new fees.

Clause 11: Reactivation of a Dormant Account

11.1 The Bank allows reactivation of your dormant Account if we can verify that you are the owner of the Account or a signatory of the dormant Account.

11.2 The Bank provides various Bank Channel that you may use to reactivate your dormant Account including through your request by filling in a form to change your account status from dormant to active or make a cash withdrawal from your Account at one of our branches nearest to you. Alternatively, you may reactivate your Account via our electronic channels by performing a debit transfer from the dormant Account itself.

Clause 12: Disposure of Monies on Dormant Account

If your Account is in "dormant" status over 10 (ten) consecutive years, the Bank may close your Account and transfer any available monies in your Account to the NBC as required by applicable laws without having to notify you.

Clause 13: Credential-on-File

13.1 "**Credential-on-File**" refers to a feature which enables you to store your bank account information on Bank's authorized partner, merchant platforms or channels for your initiated sale-purchase payment or transaction.

By activating Credential-on-File feature, you agree that your bank account information including account name and account number, will be available or displayed on Bank's authorized partner, merchant platforms or channels while remaining securely at Bank's premises. You agree and authorize Bank to debit from your Account automatically and directly settle to your partner or merchant based on your instructions or your partner, merchant's instructions via your activated Credential-on-File feature. The transaction of Credential-on-File feature will be made and debited from your Account in case of sufficient balance only.

13.2 You agree and authorize Bank to collect, process, share and transfer your Account information to Bank's authorized partner, merchant platforms or channels in order to process your payment. The Bank shall not be responsible or liable for any inconvenience, loss, damage, claim, or risk arising from or in connection with the use, disclosure, processing, storage, transmission, or display of your information and data by such authorized partners, merchants, platforms, or channels

CUSTOMER AGREEMENT ON ACCOUNT CLOSURE

Clause 1: Account Closing at Customers' Request

1.1. If your Account is under individual account, you, as the sole account holder, must apply to close your Account. If your Account is a joint Account, all joint account holder(s) must apply to close the Account by attaching necessary documents as per the Bank's requirement.

1.2. You, as the account owner or authorized account owner as stated in the account mandate or the legal guardian of junior account, can request to close the Account or terminate the Customer Agreement for Account Opening and Operation at any time.

1.3. Before closing your Account, you must return all banking facilities related to the Account such as Card, Term Deposit Certificate, passbook and cheque book, etc.

1.4. Notwithstanding anything to the contrary, you agree that the following certain conditions may not be able to close your Account upon request if:

(1) The Account is linked to certain payment terms (for example, direct debit, international money transfers in transit, other payment terms in transit);

(2) The Account is linked as a source of funds to other banking facilities with certain payment terms;

(3) Your Account has an outstanding Loan with the Bank. The Account must remain active until the Loan is fully repaid, including any accrued interest and applicable fees;

(4) Your request to close the Account is made through unacceptable Bank Channel including but not limited to email, social media, call center, unless otherwise approved by the Bank.

Clause 2: Account Closing by the Bank

2.1 You agree with the Bank to close your Account without having to obtain your consent in the events that or, in the Bank's opinion, it is believed that:

(1) Your Account is suspected or found of committing money laundering or involved in financing terrorism;

(2) Your Account is in "dormancy" status;

(3) Your Account has issued "dishonored cheque" for up to 03 (three) times;

(4) Your Account is associated with fraud or unfair benefit from the Bank; or

(5) Someone else is using your Accounts illegally or that you are not complying with the terms and conditions related to Accounts.

2.2 The Bank shall not be liable for any loss or damage incurred by you or an unauthorized person due to the closure of your Account as mentioned above.

Clause 3: Account Closing by Laws or Court Order

3.1 The Bank will take necessary action to close your Account in order to comply with all relevant laws and regulations and the policies and procedures of the Bank in the events that:

(1) The Bank receives ruling or orders from the court, the NBC, or any competent authorities;

(2) Your fund is associated with money laundering or financial terrorism;

(3) Your fund is indebted to the government in terms of tax payment, and the account is closed in order to settle the remaining amount with the debts;

(4) The account holder is found guilty of any corruption acts; and

(5) Other conditions under the relevant laws in Cambodia that requires the Bank to close your Account.

3.2 You agree to hold the Bank harmless in the event of account closure by the Bank as required by laws or court orders.

Clause 4: Disposure of Funds upon Account Closure

4.1 You agree that for closing of your Account, you will be required to return the unused Cheques to the Bank and ensure that no remaining Cheques are issued except for the use of Cheques you have notified the Bank before the account closing date.

4.2 Upon closing of a Term Deposit Account, you agree that funds can only be transferred to your Account of the owner and not to the other Accounts that are not of the original owner or not related to the account owner.

4.3 Subject to the different types of Accounts, you may have the option to close and cash out, close and transfer to your other Account, or close and transfer the funds to other Accounts.

ANNEX B: BANK CARDS

CUSTOMER AGREEMENT ON DEBIT CARD

In addition to the specific terms and conditions regarding the Debit Card that you will apply for, you further agree to the Customer Agreement on Debit Card as follows:

Clause 1: Application

1.1 This Customer Agreement on Debit Card shall apply to both a Closed-Loop Card and an Opened-Loop Card that you request from the Bank.

1.2 This Customer Agreement on Debit Card shall be bound to you from the time you request and activate the Debit Card through any applicable Bank Platform or Bank Channel.

1.3 The Bank reserves the right to issue the Debit Card or reject your request based on its policies. You can request virtual Debit Card, up to 10 (ten) cards, and physical Debit Card, up to 05 (five) cards per unique user (count active cards only).

Clause 2: Fees and Charges

2.1 You agree to the fees which are shown on the Bank's website or leaflet for using the Bank's Debit Card, including:

(1) Annual fee, monthly fee, or replacement fee;
(2) Virtual Debit Card issuance fee is free up to 03 (three) cards. The issuance fee for the 4^{th} Debit Card will be charged at USD 1 (one) per card;
(3) Decline transaction fee due to an insufficient balance;
(4) Cash withdrawal fee at other banks' ATM;
(5) Balance inquiry fee at other banks' ATM;
(6) Foreign currency conversion fee for converting transaction amounts in foreign currency; and
(7) Cross-border transaction fees as set by the Bank from time to time.

2.2 You agree and authorize the Bank to deduct the Debit Card fees directly from your Account that is linked to the Debit Card on its due date.

Clause 3: Debit Card Usage

3.1 Closed-Loop Card: Debit Card is for use at the branches of the Bank or Wing Agent or any other Bank Platform or Bank Channel as available from time to time, and its services are limited to Cash-in and Cash-out transactions only.

3.2 Open-Loop Card: You may use the Debit Card for any transaction authorization at any Terminal ("**POS**") or online purchase, ATM/Cash Deposit Machine ("**CDM**"), and merchant(s) accepting the Visa Card, Mastercard, UnionPay, and/or any other Card Scheme.

3.3 For a digital, virtual, or online Card, it may only be used with merchant(s)'s websites accepting the Visa Card, Mastercard, UnionPay, and/or any other Card Scheme.

3.4 You shall be responsible for ensuring the correctness and accuracy of all purchases made with the Debit Card.

3.5 The Bank will immediately debit the transaction amount made under the Debit Card from your linked Account. If you attempt to spend more than the available balance in your linked Account, your transaction will decline.

3.6 You cannot stop a Debit Card purchase after it has been authorized. In this case, the Bank cannot reverse the payment, although you instructed the Bank to do so.

3.7 The Bank will not issue card statements. You can obtain your card balance or information about previous card purchases by accessing the Wing Bank App and checking transactions or by calling our customer service at 023 9999 89. You are responsible for monitoring your card balance and ensuring that there are always sufficient funds on the Debit Card to pay for card purchases.

3.8 If you become aware of an unauthorized transaction made using your Debit Card, you must notify the Bank immediately by calling our customer service 023 9999 89 without undue delay or go to the Wing Bank App to block your Debit Card immediately. In any event, notification to the Bank shall be within 30 (thirty) days from the debit date of the transaction. You may visit our nearest Bank's branches to fill in the card dispute request form and submit all the necessary documents to the Bank for investigation and resolution.

3.9 If the mobile phone number used for registering for the Debit Card is no longer in use, you shall cease or be ceased the use of the Debit Card based on authentication data that includes the above-mentioned mobile phone number.

3.10 Prior to the date when you submit the new mobile phone number to the Bank or prior to receipt of the written notification from you, the Bank is entitled to disable access to the Debit Card for you based on the application request for authentication data that contains the annulled mobile phone number.

Clause 4: Prohibited Use of Debit Card

4.1 You agree that the Debit Card shall not be used for any illegal activities, including but not limited to fraud, money laundering, financing of terrorism, drug trafficking, human trafficking, or any transactions that are prohibited by the Bank, or any transactions that violate the applicable laws and regulations.

4.2 If the Bank becomes aware that you violate these terms, the Bank will immediately suspend or terminate the Debit Card and associated Account.

Clause 5: Debit Card Cancellation

5.1 You are entitled to cancel your Debit Card by notifying the Bank, or deactivating, deleting, or blocking your Debit Card(s) on the Wing Bank App on your own.

5.2 If you cancel your Debit Card for whatever reason, we will immediately block your Debit Card so it cannot be used.

5.3 You are not entitled to a refund of money you have already spent on transactions or pending transactions or any fees due for the use of the Debit Card before the card is cancelled.

5.4 If at any time you are in breach of this Customer Agreement on Debit Card; or we have reasonable grounds to suspect fraud, theft or dishonesty; we are entitled to take actions as we consider reasonably necessary to restrict your right to use the Debit Card, which, without limitation, shall include, without prior notice to you, refusal to authorize a purchase, suspension, withdrawal or cancellation of your Debit Card. If we do this, we will inform you as soon as we can or are permitted to do so after we have taken these actions.

5.5 After your Debit Card has been issued, but you have not picked up for 90 (ninety) days, counting from the creation date, you agree that the Bank has the right to cancel your Debit Card, and you will receive the notification on card cancellation from the Bank as a complimentary service.

Clause 6: Suspected Fraudulent Transaction

6.1 You shall immediately block your Debit Card via the Wing Bank App and report to the Bank once you suspect fraudulent transactions.

6.2 Even without your notification to the Bank, the Bank reserves the right to block, suspend, withdraw, or terminate your Debit Card and other services to which are related to fraudulent, unauthorized, or suspected transactions at any time. If we do this, we will inform you as soon as we can or are permitted to do so after we have taken these actions.

6.3 In this case, you shall be solely liable for transactions for which you did not give authority (including mail and telephone order transactions and internet transactions) incurred, although you reported the loss, stolen, or unauthorized use or transaction to the Bank.

Clause 7: Loss of Your Debit Card

7.1 If your Debit Cards are lost or stolen or you think someone else is using them without your permission, you must immediately block your Debit Card via the Wing Bank App and report to the Bank directly.

7.2 In this case, you shall be solely liable for transactions for which you did not give authority (including mail and telephone order transactions and internet transactions) incurred, although you reported the loss, stolen, or unauthorized use or transaction to the Bank.

7.3 The Bank may charge a card replacement fee, as determined by the Bank, to cover the related cost of replacement of the Debit Card.

Clause 8: Debit Card Renewal

8.1 Your Debit Card will be valid based on the type of Debit Card issued by the Bank. In case the Debit Card has expired, you can request a new Debit Card from the Bank, Wing Agent, and other permitted Bank Platform or Bank Channel, and activate through the Wing Bank App, ATM, or you can self-issue a digital card on your Wing Bank App.

8.2 The Bank may refuse to issue a new renewal Debit Card without having to assign any reason whatsoever.

Clause 9: Daily Limit

9.1 Any amount in the designated Account linked to the Debit Card is available for your use via ATM or Cash Deposit Machine ("**CDM**"), Terminal ("**POS**"), or online purchase transaction or other possible Bank Platform or Bank Channel as permitted by the Bank.

9.2 The Bank has the right to limit the frequency or amounts of transactions, including, but not limited to, the purchase or withdrawal.

9.3 You may request the Bank to increase or decrease the daily limit of the Debit Card issued upon your Debit Card type rank in a prescribed for as determined by the Bank, and the Bank, at its absolute discretion, is entitled to reject or grant such requests.

9.4 If you need to make cash withdrawal for an amount higher than the daily limit, you may perform such a transaction at the branch of the Bank.

Clause 10: System Malfunction

The Bank does not make any claims or guarantees related to the equipment or systems, and the Bank is not responsible for service failures or the inability to fulfill obligations due to malfunctioning equipment, machines, systems, cards, network communication failures, or other circumstances beyond the reasonable control of the Bank, other than the Bank's gross negligence or willful misconduct.

Clause 11: Dispute Resolution

If you have any issues or disputes on the use of your Debit Card, you should contact the Bank immediately, no later than 30 (thirty) days after the date of the statement on which the transaction is recorded.

You are required to permanently close your Debit Card before raising a dispute of a fraudulent or unauthorized transaction to prevent further unauthorized use and for the Bank to continue the dispute investigation and/or chargeback process. The disputes are resolved within 30 (thirty) to 60 (sixty) days from the date of submitting a chargeback to the bank of the merchant. For complicated cases, an additional timeframe is required in accordance with the card scheme rules.

If the disputed amount is successfully recovered, the Bank will notify you and credit the recovered amount to your Account. However, we do not guarantee that your losses will be recovered.

CUSTOMER AGREEMENT ON CREDIT CARD

In addition to the specific terms and conditions regarding the Credit Card that you will apply for, you further agree to the Customer Agreement on Credit Card as follows:

Clause 1: Fees and Charges

1.1 You agree to the fees which are shown on the Bank's website or leaflet for using the Bank's Credit Card, including:

(1) Annual fee and additional card fee once per year;

(2) Cash advance fee if you withdraw cash from the ATM of the Bank or other financial institutions;

(3) Foreign currency conversion fee for converting transaction amounts in foreign currency into United States Dollars ("**USD**") and dependent upon the foreign-currency transaction and the time the transaction is debited to the Account;

(4) Late payment fee if you fail to pay at least the minimum amount on or before the due date; and/or

(5) Payment fee when you make payment to merchant via payment method made available by the Bank.

(6) Credit Card replacement fee when you request a replacement of the Credit Card in case of loss or stolen or you know that your Credit Card was fraud.

1.2 Fees may be charged based on a predetermined percentage of the transaction value or outstanding balance, or as a minimum flat fee, or a combination of both.

1.3 All fees will be debited from your designated Account, either immediately or on a subsequent statement, whichever is applicable.

1.4 The details of the above fees, if applicable, are also set out in the Bank's fee schedule, which is made available on the Wing Bank App or leaflet. The Bank reserves the right to amend the fee structure or any of the fees. The Bank will notify you 30 (thirty) days in advance of any changes to fees and charges as detailed in the Bank's fee schedule.

Clause 2: Credit Limit

2.1 The Bank may set a credit limit in respect of the Credit Card and may vary the credit limit without notice to you after receiving the written request from you.

2.2 If a Supplementary Card has been issued, the credit limit imposed shall be the combined limit for the aggregate total indebtedness incurred under the Primary Card and all Supplementary Cards, or the Principal Cardholder requests the specific limit to the Supplementary Cardholder, but not a higher limit than the Principal Cardholder.

2.3 You are hereby unconditionally and without limitation authorized the Bank to approve, subject to the Bank's internal policy, any increase or decrease in the credit limit, whether applied by you or due to the history of the Credit Card.

Clause 3: Daily Limit

3.1 The use of the Credit Card is subject to daily limits on the frequency or the amount of the transactions performed under the Credit Card, including but not limited to the purchase or the cash withdrawal, as determined by the Bank.

3.2 You can set a daily limit for cash advance and purchase transactions and the amount in the Wing Bank App.

Clause 4: Credit Card Usage

4.1 You may use the Credit Card to make a payment transaction at any merchant. You must provide the duly needed accurate information, as the Bank requires for transaction approval. You may also use a contactless payment method, which is convenient for making payments without swiping or dipping the Credit Card. In this regard, you may simply tap the contactless-enabled Credit Card into a contactless-enabled Terminal ("**POS**").

4.2 The Bank has the right to debit from your designated Account with any transaction amount conducted by you at the due date. For online transactions with the merchant who uses Three-Domain Secure "3D secure", you will be required to input OTP when processing each transaction. However, with some merchants who do not use 3D secure, OTP input is not required.

4.3 The Bank is not responsible for the delivery of quality goods and/or services paid for through a payment transaction. All disputes related thereto are solely between you and the merchants. You are responsible for all claims, settlements, and any other related matters directly with the merchants.

4.4 You may avail yourself of a cash transaction through ATMs/CRMs and settlement agents. To avail of the cash transaction, you shall use the confidential Password or PIN code, which is set on the Wing Bank App. It is understood and agreed that all cash transactions made with the Credit Card shall solely be made by you. The Bank reserves the right to limit the value of each cash transaction and/or the total value of all cash transactions on the Credit Card in a day.

4.5 You shall not assign the Credit Card or disclose your username and Password or PIN Code to any person without the prior written consent of the Bank. You should be solely liable for any transaction or charges made using the Credit Card under these circumstances. You shall provide notice to the Bank immediately if the Credit Card is lost, stolen, or if your username and Password or PIN Code are suspected of being disclosed. You shall bear all associated fees and charges as detailed by the Bank and provided to you.

4.6 Without prior notice to you, the Bank reserves and has the full right to:
(1) agree or reject the issuance of the Credit Card to you, even if you satisfy the requirement for issuance stipulated by the Bank;
(2) approve or reject transactions even if the transaction is within the available credit limit;
(3) increase or decrease the credit limit; and
(4) refuse to re-issue, renew, replace, or extend the Credit Card.

Clause 5: Credential-on-File

5.1 "**Credential-on-File**" refers to a feature which enables you to store your bank account information on Bank's authorized partner, merchant platforms or channels for your initiated sale-purchase payment or transaction.

By activating Credential-on-File feature, you agree that your Credit Card information including card name and card number, will be available or displayed on Bank's authorized partner, merchant platforms or channels while remaining securely at Bank's premises. You agree and authorize Bank to debit from your Credit Card automatically and directly settle to your partner or merchant based on your instructions or your partner, merchant's instructions via your activated Credential-on-File feature. The transaction of Credential-on-File feature will be made and debited from your Credit Card in case of sufficient balance only.

5.2 You agree and authorize Bank to collect, process, share and transfer your Credit Card information to Bank's authorized partner, merchant platforms or channels in order to process your payment. The Bank shall not be responsible or liable for any inconvenience, loss, damage, claim, or risk arising from or in connection with the use, disclosure, processing, storage, transmission, or display of your information and data by such authorized partners, merchants, platforms, or channels

Clause 6: Prohibited Use of the Credit Card

You agree that the Credit Card shall not be used for any illegal activities, including but not limited to fraud, money laundering, financing of terrorism, drug trafficking, human trafficking, or any transactions that are prohibited by the Bank, or any transactions that violate the applicable laws and regulations. If the Bank becomes aware that you violate this term, the Bank will immediately suspend or terminate the Credit Card and associated Account. In this regard, you may also be subject to legal action.

Clause 7: Ownership of the Credit Card

7.1 The Credit Card is the exclusive property of the Bank and is non-transferable by you. The Credit Card must be linked immediately in your Wing Bank App, and shall be valid from the date of its issuance or renewal until the last day of its indicated expiry date.

7.2 The Bank may terminate any card issuance and card usage at any time and for legitimate reasons by serving prior notice, but is not obliged to do so, to you. Upon such termination, the outstanding balance of the Credit Card, including fees and interest, shall become immediately due and payable without notice or demand by the Bank.

7.3 You shall not use the Credit Card after its expiry date or termination, including permitting any other person(s) to use the Credit Card for any reason whatsoever after these events. Continued use of the Credit Card thereafter shall be considered as a fraudulent act by you.

7.4 The Bank may amend the card number and/or expiry date when issuing a renewal or replacement Credit Card to you with your consent. You are solely responsible for communicating this change to any party with whom you may have payment arrangements. The Bank will not be responsible for any consequences or damage to you arising from declined transactions, whether under the former card number or otherwise.

7.5 The Primary Cardholder may close the Credit Card at any time by advising the Bank in writing, and the outstanding balance of the Credit Card, including fees and interests of all transactions, becomes immediately due and payable without need of notice or demand.

7.6 Upon closing of the Credit Card by the Primary Cardholder, no further use of the Credit Card shall be permissible by you.

7.7 After your Credit Card has been issued, but you have not picked up for 90 (ninety) days, counting from the creation date, you agree that the Bank has the right to cancel your Credit Card, and you will receive the notification on card cancellation from the Bank as a complimentary service.

Clause 8: Supplementary Card

8.1 The Bank may issue a Supplementary Card to any person nominated by the Primary Cardholder as Supplementary Cardholder and approved by the Bank, provided that the use of a Supplementary Card by the Supplementary Cardholder is subject to the same terms and conditions herein. Upon termination of use of the Credit Card under any circumstance or at the request of the Primary Cardholder, the use of all Supplementary Card shall also be terminated. The termination of the use of a Supplementary Card will not terminate the use of the other card, provided that full payment is made on the new balance of the Supplementary Card's card account and the Primary Cardholder must, on or before the due date specified, pay not less than the specified minimum payment of the card account.

8.2 Notwithstanding that the Supplementary Card may bear a different card account number and that a separate statement may be issued to the Supplementary Cardholder, the Primary Cardholder shall be jointly and severally liable to the Bank for the use of the Principal Card and the Supplementary Card, issued pursuant to this application request or at any time thereafter at the Primary Cardholder and/or the Supplementary Cardholder's request. Notwithstanding anything contained herein to the contrary, the Supplementary Cardholder shall not be liable to the Bank jointly and/or severally for the debts or amounts incurred by the Primary Cardholder and/or other Supplementary Cardholder(s) for the use of the Primary Card and the Supplementary Card(s).

Clause 9: Suspected Fraudulent Transaction

9.1 You shall immediately block your Credit Card via Wing Bank App and report to the Bank once you suspect fraudulent transactions.

9.2 Even though without your notification to the Bank, the Bank reserves the right to block, suspend, withdraw or terminate your Credit Card and other services which are related to fraudulent, unauthorized or suspected transactions at any time. If we do this, we will inform you as soon as we can or are permitted to do so after we have taken these actions.

Clause 10: Loss of the Credit Card

10.1 If your Credit Cards are lost or stolen or you think someone else is using them without your permission, you must notify the Bank immediately by calling us at 023 999 898/012 999 489 or please block it immediately via the Wing Bank App.

10.2 You shall be liable for the full amount of loss for the unauthorized use of your Credit Cards if you, or an extra Cardholder, gave permission for someone else to use the Credit Cards or PIN, or if you were negligent with your Credit Card.

Clause 11: Credit Card Renewal

11.1 Upon the expiry of the validity period of the Credit Card, upon your request, the Bank may issue you a new replacement Credit Card or may refuse to issue a new Credit Card without having to assign any reason whatsoever.

11.2 In the event that a new Credit Card is issued, the whole outstanding balance and all other debit entries constituting the new balance in the card account shall be transferred to the new Credit Card.

Clause 12: Interest Rate

12.1 The monthly percentage rate used to calculate the interest charges on the Account linked to Credit Cards is on the fees and charges brochure. The Bank reserves the right to revise this interest rate with prior notice to you.

12.2 You may enjoy an interest-free period, which indicated on each statement showing that "outstanding balance'' and ''due date'' for that statement. The outstanding balance must be paid in full by the due date for each statement.

Clause 13: Interest Calculation

The Cardholder agrees to pay interest charged to the Account. Interest is calculated as follows:

(1) Sales transactions, fees, charges, and all other debits to the Account (excluding cash transactions): if the Cardholder fails to pay the full outstanding balance on or before the due date, the Cardholder must pay interest to the Bank. Interest is calculated from the date of the transaction until the date payment is made.

(2) Cash transactions: interest is calculated from the date of cash transaction is made until the date the payment is made.

Clause 14: Billing Statement

14.1 The Bank will provide you with a monthly billing statement. The date of the billing statement shall be set by the Bank and will be notified to you upon issuance of the Credit Card. You can view the billing statement and transaction history in the Wing Bank App or through any applicable Bank Platform or Bank Channel. The statement shall be conclusively presumed to have been received by you during the applicable month unless you notify the Bank of its failure to receive a copy of such within the first 15 (fifteen) days from the statement date.

14.2 The statement is presumed to be correct unless you notify the Bank of any error(s) within fifteen (15) days of the statement date. Within the said period, any disputed amount on the statement must be made in writing and provided to the Bank. If the Bank determines, in its sole discretion, that the amount in dispute is an error by the Bank and is not chargeable to you, that amount will be credited to the outstanding balance. Any other minimum amount due, and/or amount due, will still be payable by you.

14.3 Notwithstanding anything to the contrary, non-receipt or late receipt of the statement shall not relieve your obligations to pay the minimum amount on the due date set out in the billing statement.

Clause 15: Payment Obligations

15.1 The Cardholder shall be liable to pay the total amount on or before the due date as shown in the monthly billing statement issued to the Cardholder. The Cardholder, however, shall have the option to pay the total amount due, the minimum amount, or any amount in between the full amount due and the minimum amount to the Bank.

15.2 The minimum amount is computed as the sum of the following:

(1) Full amount due multiplied by a predetermined percentage as defined by the Bank or a required minimum amount imposed by the Bank, whichever is the higher; plus

(2) all past due amounts, if any.

15.3 Your payment obligation will continue to be effective in the case of renewal or replacement of the Credit Card by the Bank and also in the case of termination for any reason.

15.4 If you fail to make payment of the due amount on or before the due date, you agree that the Bank will charge late payment fee at the rate as shown on the brochure or website at the date of activation of the Credit Card.

15.5 If the due date falls on a Saturday, Sunday, or Public Holiday, the payment will not move to the next working day.

Clause 16: Method of Payment

16.1 Payment can be made at any Bank's branches through cash, Cheque, or transfer from another Account. Payment can also be made by the Wing Bank App, and Wing Agent.

16.2 Cheque can be deposited into the Account before the due date and must be drawn on a Cambodian financial institution.

16.3 We reserve the right to refuse to honor or accept a Cheque presented in payment of any sum due hereunder if:
(1) the Cheques are postdated, or more than 06 (six) months have passed since the date of the Cheques;
(2) your card Account is closed or suspended;
(3) the Cheque doesn't carry a signature, which in our opinion, appears to be the signature of the drawer or if any other;
(4) particulars to be included in the Cheque have been omitted; or
(5) the Cheque and/or payment thereby are not acceptable for use for any other reasons.

16.4 If the Cheque is dishonored or refused, you shall pay a handling fee and others that occur.

16.5 An arrangement of Auto Direct Debit may also be made if the Primary Cardholder has a deposit account with the Bank. The Cardholder must ensure that any nominated payment Account has sufficient available balance to cover any payments.

16.6 If the amount from the nominated payment account is insufficient to pay the amount due, the system will attempt to charge until the next billing statement release.

Clause 17: Order of Payment

17.1 Payments made to the Account shall be applied in the following order:
(1) Unpaid fees and/or interest that are shown on any statement;
(2) Fees and/or interest incurred but are yet to appear on any statement;
(3) Cash transactions as shown on any statement;
(4) Sales transactions as shown on any statement;
(5) Cash transactions that have occurred but are yet to appear in any statement; and
(6) Sales transactions that have occurred but are yet to appear on any statement.

17.2 If you make a cheque or other non-cash deposits to the card account, the Bank may defer making available the amount credited until funds are cleared. If the cheque or other non-cash deposit is subsequently dishonored, the Bank will debit the card account by the value of the dishonor (if the deposit has previously been credited to the card account and charge a dishonor fee).

Clause 18: Events of Default

18.1 You shall be deemed in default under the Customer Agreement on Credit Card:
(1) if you failed to make payment obligations or any other of your obligations under the Customer Agreement on Credit Card, in which case the total outstanding balance shall become immediately due and payable by you.
(2) if in the Bank's opinion acting under the Cardholder's instruction or providing any Account or service to you would cause the Bank to be in breach of any applicable law, sanction, or requirement of any competent authority.
(3) where you fail to provide the Bank with any information requested under this Customer Agreement on Credit Card, or where required by relevant laws and regulations or competent government authority (whether local or foreign).

18.2 If you have more than one Account with the Bank, a default on one account shall automatically be considered as a default on all the other Accounts. Whichever is the case, in the event of your default, the Bank reserves the right to terminate all your Accounts with the Bank. Based on the credit card collection policy set by the Bank, if you fail to pay the outstanding balance for more than 90 (ninety) days after notification by the Bank that you are in loss status.

18.3 Where you have provided a term deposit account as collateral, you authorize and provide the Bank with the right to deduct from your term deposit account held with the Bank, without any further confirmation or approval from you to repay all outstanding balance.

Clause 19: Term and Termination

19.1 This Customer Agreement on Credit Card shall be valid from the Acceptance Date, including by way of electronic acceptance or signed on the Credit Card Application Form, and continue its effect until you stop using and completely and successfully repay to the Bank the amount owed to the Bank.

19.2 You may terminate your Credit Card by:
(1) giving the Bank a written notice of termination;
(2) returning the Bank the Credit Card;
(3) paying the total indebtedness in full to the Bank, including the amount of all card transactions which have been carried out but have not been debited to your card account before we receive your Credit Card, and to pay us all the interest fees and charges which we are entitled under the Customer Agreement on Credit Card.

19.3 The Bank may terminate your Credit Card upon the occurrence of any one or more of the following events:
(1) the bankruptcy, insolvency, death, or incapacity of you;
(2) any breach of this Customer Agreement on Credit Card by you; or
(3) any change in your financial condition.

19.4 In the event of termination of the Credit Card, whether by the Cardholder or by the Bank, no refund of the annual fee will be made to the Cardholder.

Clause 20: Updating of Credit Card Information

You undertake to notify the Bank immediately of any changes in your information, including any change of address, telephone number, or email address, and any other method of communication by which the Bank may communicate with you aside from those which have been disclosed in application requests.

Clause 21: Consent for Collection and Disclosure of Data

You consent and authorize the Bank to collect and disclose your personal and credit information and documents to:
(1) any Service Provider the Bank engages to carry out or assist its functions and activities;
(2) any security provider, assignee, or transferee, or anyone who is considering becoming one; and
(3) any Credit Bureau of Cambodia (CBC), National Bank of Cambodia (NBC), other government agencies, and any third party on a need-to-know basis and for banking service management, and other purposes established under the Prakas on Credit Reporting.
(4) to any person, competent authorities, whether local or foreign, are required by any local or foreign law and/or under an agreement the Bank may have with such bodies.

Clause 22: Confidentiality and Safety

22.1 You shall undertake to take any necessary measures as to the safety and protection of information and documents that are exchanged within the services or that are available to you regarding the use of the service.

22.2 You shall undertake to independently take all necessary measures to keep confidential, prevent any unauthorized use, and to protect authentication data from any unauthorized access by third parties. You shall not disclose your authentication data to any third parties. You must under no circumstances whatsoever allow the Credit Card or authentication data to be used by any other individual.

Clause 23: Disclaimer of Liability

23.1 Your obligation to the Bank is absolute, and any dispute between you and any organization or individual shall not affect the existing obligations of you to the Bank.

23.2 The Bank is exempt from liability for any damage or loss which may be suffered by you arising from:

(1) any malfunction, mistake, damage of any ATM and/or any equipment accepting the Credit Card;
(2) delays or inability to carry out the responsibilities under this Customer Agreement on Credit Card by any breakdown of machine, data, communication, god's act, or any event beyond the reasonable control of the Bank or consequence of fraud or forgery;
(3) an inability to access data and/or information pertaining to the Credit Card;
(4) any defect or malfunction of goods and services which the Cardholder buys or uses;
(5) a transaction is denied, cancelled, or if the Credit Card is withdrawn from you, or this Customer Agreement on Credit Card is terminated;
(6) the Bank does not approve any transaction from your Account, and/or if the merchant does not accept the Card for any reason, even if the transaction is within the available credit limit. The Bank can limit the daily quantity and/or the daily amount of the transaction; and
(7) service failures or the inability to fulfill obligations due to malfunctioning equipment, machines, systems, cards, network communication failures, or other circumstances beyond the reasonable control of the Bank, other than the Bank's gross negligence or willful misconduct.

23.3 The Bank does not warrant and not be liable that Wing Bank App will always be accessible, uninterrupted, timely, and secure, error free, or free from any computer virus invasion. Notwithstanding the Bank's effort to ensure that the Bank's system is secure, you acknowledge that all electronic data transfers, storage and records may be intercepted by others.

Clause 24: Governing Law and Dispute Resolution

The Customer Agreement on Credit Card shall be interpreted, construed, and governed by the law of the Kingdom of Cambodia. Any dispute arising out of or in connection with this Customer Agreement on Credit Card, including any question regarding its existence, validity, performance, or termination, shall be settled in an amicable manner and to reach an out-of-court resolution as soon as possible. If the Parties are unable to reach a resolution within 60 (sixty) days from the date on which the Party raises a dispute or controversial issues, the dispute shall be referred to and finally resolved by the competent court of the Kingdom of Cambodia.

ANNEX C: CREDIT PRODUCTS

CUSTOMER AGREEMENT ON CONSUMPTION LOAN

In addition to the specific terms and conditions as stated in the Consumption Loan Agreement to be entered into by and between you and the Bank from time to time ("**Consumption Loan Agreement**"), the Parties irrevocably consent and agree to be bound by this Customer Agreement on Consumption Loan ("**Customer Agreement on Consumption Loan**") on the Acceptance Date (the Consumption Loan Agreement and the Customer Agreement on Consumption Loan, together hereinafter referred to as "**Loan Agreements**") as follows:

Except as otherwise defined under this Customer Agreement on Consumption Loan, all terms defined in the Consumption Loan Agreement and the Customer Master Agreement have the same respective meaning in this Customer Agreement on Consumption Loan.

Clause 1: Conditions of Loan

1.1 Purpose of Loan

The Bank reserves the right to delay the disbursement of the Loan or demand repayment if the Loan is not used for the purpose as specified in the Consumption Loan Agreement.

1.2 Interest

The interest rate is calculated on a daily basis, 365 (three hundred and sixty-five) days per year, and calculated on the actual number of days that the Loan is used from the date of disbursement.

1.3 Loan Approval Fee

You shall pay the Loan Approval Fee as mentioned in Clause 1 of the Consumption Loan Agreement, and this Loan Approval Fee shall be debited from your Account. In the event that you reject the Loan after signing the Consumption Loan Agreement, you are still oblige to pay the Loan Approval Fee to the Bank. This Loan Approval Fee shall be excluded from other fees and expenses including but not limited to legal document preparation, charge over hypothec registration, valuation and fire insurance fee and other related fees which shall be solely borne by you.

1.4 Loan Review

The Bank has the right to review the Loan at any time. Upon review, if the Bank finds that your ability to repay the Loan has been reduced or changed, the Bank, at its sole discretion, has the right to suspend or cancel the remaining Loan to disburse, demand a Loan repayment or change the disbursement terms by notifying you in writing.

1.5 Tax

Any repayment of principal, interest, service fees and any other outstanding amounts under the Loan Documents shall be made without deduction of any taxes. Any expenses on property tax shall be borne by you or Security Creator, if any.

Clause 2: Warranty and Representation

You warrant and represent that:

(1) You have the right and capacity to execute and perform your obligations in accordance with Loan Documents.

(2) The execution, performance of obligations and implementation of Loan Documents does not violate any provision of laws, regulations, permits, incorporation documents of you or contract or any other document which contains and binds the obligations of you or any part your assets or properties.

(3) No material dispute, litigation, arbitration, or administration is ongoing or pending, which may materially affect your capacity to perform your obligations in accordance with the Loan Documents.
(4) All necessary governmental approvals and permits or other approvals and permits required for the signing and execution of Loan Documents have been obtained and are fully valid and enforceable.
(5) The information provided by you to the Bank is true, complete, and accurate.

Clause 3: Notification

3.1 Notifications, demands, or other communications required or permitted to be given or made under the Loan Agreement must be in writing and delivered by hand through a courier, or by registered mail, fax, or postal office to the recipient at the address or fax number specified in the Consumption Loan Agreement, or to the email address or phone number, or through other electronic means that the Parties have continuously notified to the other Party.

3.2 Notifications, demands, or communications will be considered properly sent if (a) delivered by hand or sent to the last known address via courier, (b) when the sender's fax machine generates a report confirming successful transmission immediately after sending, (c) when the message is successfully sent, or (d) when there is an indication that the recipient has read the message, if sent via electronic means.

3.3 All notifications or communications under the Loan Agreement must be made in Khmer or English.

Clause 4: Disclosure of Information

You agree that the Bank has the right to provide information related to Loans and Loan Documents to:
(1) The National Bank of Cambodia (NBC), in accordance with applicable laws and regulations.
(2) Any natural person or legal entity who has been authorized in accordance with the law in force, including but not limited to the Credit Bureau of Cambodia (CBC).
(3) The Bank's advisors include auditors, legal advisors or all of the Bank's advisors.
(4) Any natural person or legal entity in accordance with or related to the law, legal action or any procedure related to the Loan Agreement.
(5) Bank's insurance companies and insurance advisors in accordance with any insurance policy (if the Bank requires to have insurance).

Clause 5: Acknowledgement and Consent on the Collection and Disclosure of Credit Related Information

5.1 You acknowledge and agree that the Bank has the right to monitor and collect your credit information as required for the current Loan Application or additional Loan Application or renewal request and all other related documents as required by the Bank during the loan term with the Bank. The Bank has the right to disclose information related to the Loan to any natural person or legal entity for the purpose of sharing credit information.

5.2 You acknowledge that the CBC and the Bank are responsible for collection, launch, and dissemination of data. You have the right to receive their information and data and have the right to appeal for correction or deletion of such data if there is sufficient reason in accordance with the procedures set forth in the Prakas on Credit Reporting and the Code of Conduct.

Clause 6: Other Provisions

6.1 **Amendment:** No modification to this Loan Agreement shall be valid unless made in writing and signed by both Parties.

6.2 **Severability**: Wherever possible, each provision of this Loan Agreement shall be interpreted in such a manner as to be valid and effective under applicable law. However, in the event that any provision of the Loan Agreement is unenforceable or invalid under applicable law, such unenforceability or invalidity shall not affect the validity or enforceability of the remaining provisions of the Loan Agreement, which shall remain in full force and effect between you and the Bank.

6.3 **Governing Law and Dispute Resolution**: The Loan Agreements shall be interpreted, construed and governed by the law of the Kingdom of Cambodia. Any dispute arising out of or in connection with the Loan Agreements, including any question regarding its existence, validity, performance or termination, shall be settled in an amicable manner and to reach an out-of-court resolution as soon as possible. If the Parties are unable to reach a resolution, the dispute shall be referred to and finally resolved by the competent court of the Kingdom of Cambodia.

6.4 **Complaints**: In case there are complaints occurring, you can file a complaint to Bank via customer complaint handling telephone No.: 023 999 989/012 999 489) or the customer complaint handling team of the ABC via telephone number 023 238 760/092 771 881.

6.5 **Original Copy and Language**: The Loan Agreement is made in Khmer language and may be translated into other languages. If there is any discrepancy of the translation to other languages, the version in Khmer language shall prevail.

CUSTOMER AGREEMENT ON FORWARD EXCHANGE

In addition to the specific terms and conditions as stated in the Forward Exchange Master Agreement to be entered into by and between you and the Bank from time to time, you and the Bank irrevocably consent and agree to be bound by this Customer Agreement on Forward Exchange (Forward Exchange Master Agreement and Customer Agreement on Forward Exchange, together referred to "**Forward Exchange Master Agreement**") as follows:

Clause 1: Compliance with Relevant Regulations

1.1 You agree to strictly comply with the Law on Foreign Exchange, decrees and regulations, and any other relevant laws and regulations with respect to all individual Foreign Exchange Transactions under the Forward Exchange Master Agreement.

1.2 You agree to provide the Bank with a document evidencing the underlying transaction to substantiate each foreign exchange contract, or such other document as the Bank may request on or prior to execution of the relevant contract, if requested under relevant laws related to such foreign exchange contract.

Clause 2: Incorporation of Terms

You agree that all Foreign Exchange Transactions entered between you and the Bank on and from the date of the Forward Exchange Master Agreement will incorporate the terms and conditions contained in the Forward Exchange Master Agreement, except as varied by a Foreign Exchange Contract Confirmation.

Clause 3: Off-Hour and Off-Site Transactions

3.1 The Authorized Dealer may enter into the Foreign Exchange Contract Confirmation under the Forward Exchange Master Agreement with you at the Bank's premises during the approved trading hour through the authorized communication channels.

3.2 Notwithstanding the above, such Foreign Exchange Contract Confirmation are not permitted to be concluded by Authorized Dealer at a place other than the Bank's premises and off-trading hours. Any off-hour and off-site transactions entered between you and the Bank shall be deemed to be invalid and cannot be executed except if there is any special approval obtained from the authorized representative of the Bank.

Clause 4: Amendment to Forward Exchange Master Agreement

4.1 If the Bank intends to amend the Forward Exchange Master Agreement, the Bank shall notify and send a copy of the amendment for your review within 01 (one) month before the effective date thereof.

4.2 Notwithstanding, the Bank may post notification of the amendment on the webpage of the Bank and through other similar electronic communication means for 01 (one) month before the changes become effective; provided that, in case there are urgent and unavoidable circumstance that make it difficult to provide a prior notice as set forth above, for instance where some changes shall be made to the Forward Exchange Master Agreement due to the enforcement of revision of the relevant laws and regulations, the change shall be posted before the effective date of the amendment in the same manner as set forth above.

4.3 In case the amendment under above paragraph adversely affects you, the Bank shall notify you of such amendment via means agreed in advance with you at least 01 (one) month before the amendment in case you expressly indicate the intention of not receiving the notification on the amendment.

4.4 In case of amendment as mentioned hereunder, it shall include to the notice that "You may terminate the Forward Exchange Master Agreement in case of not agreeing with the amendment. Such amendment shall be deemed accepted and agreed by you unless you do not expressly indicate the intention to terminate the Forward Exchange Master Agreement before the effective date of the amendment”.

Clause 5: Notification

5.1 Notifications, demands, or other communications required or permitted to be given or made under Forward Exchange Master Agreement must be in writing and delivered by hand through a courier, or by registered mail, fax, or postal office to the recipient at the address or fax number specified in the Forward Exchange Master Agreement, or to the email address or phone number, or through other electronic means that the Parties has continuously notified to the other party.

5.2 Notifications, demands, or communications will be considered properly sent if (a) delivered by hand or sent to the last known address via courier, (b) when the sender's fax machine generates a report confirming successful transmission immediately after sending, (c) when the message is successfully sent or (d) when there is an indication that the recipient has read the message, if sent via electronic means.

5.3 All notifications or communications under the Forward Exchange Master Agreement must be made in Khmer or English.

Clause 6: Miscellaneous

6.1 **Severability**: Wherever possible, each provision of this Forward Exchange Master Agreement shall be interpreted in such a manner as to be valid and effective under applicable law. However, in the event that any provision of this Forward Exchange Master Agreement is unenforceable or invalid under applicable law, such unenforceability or invalidity shall not affect the validity or enforceability of the remaining provisions of this Forward Exchange Master Agreement, which shall remain in full force and effect between you and the Bank.

6.2 **Original Copy and Language**: The Forward Exchange Master Agreement is made in 2 (two) copies in Khmer language, each of which has equal legal value. This Forward Exchange Master Agreement may be translated into other languages as necessary. In the event of any discrepancy between the Khmer version and any other language version, the Khmer version shall prevail.

6.3 **Governing Law and Dispute Resolution**: This Forward Exchange Master Agreement shall be construed, interpreted and governed by the laws of the Kingdom of Cambodia. Any dispute arising out of or in connection with the Forward Exchange Master Agreement, including any question regarding its existence, validity, performance or termination, shall be settled in an amicable manner and to reach an out-of-court resolution as soon as possible. If the Parties are unable to reach a resolution, the dispute shall be referred to and finally resolved by the competent court of the Kingdom of Cambodia.

ANNEX D: DEPOSIT PRODUCTS

CUSTOMER AGREEMENT ON TERM DEPOSIT

Clause 1: Term Deposit

1.1 Term Deposit is an interest-bearing and contract-based account held at the Bank that requires an account balance to be placed within a particular period of time. There might be different types of Term Deposit Accounts ("**Term Deposit Account**") which are subject to different account features and specific terms and conditions outlined at account opening.

1.2 You agree to open Term Deposit Account(s) with the Bank and are bound by the Customer Agreement on Term Deposit.

1.3 You may download a digital certificate of term deposit for each term you placed with the Bank or request for printed version at any Bank's branches ("**Term Deposit Certificate**"). The Term Deposit Certificate is non-transferable.

Clause 2: Closure or Roll Over of Term Deposit Account

2.1 You have the option to choose maturity instruction whether to close at the "maturity", "roll over principal", or "rollover principal and interest".

2.2 If you choose the option to close at the maturity, the net matured amount will be transferred to your Account linked to the Term Deposit Account. The terms and conditions of the Account will apply.

2.3 If you choose to roll over principal, the principal amount will be automatically rolled over with the terms and conditions agreed and subject to the interest rate as at the date of rollover, or any rate as determined by the Bank will apply.

2.4 If you choose to roll over principal and interest, the net matured fund, including both principal and net interest, will be automatically rolled over with the terms and conditions agreed and subject to the interest rate at the date of rollover or any rate as determined by the Bank will apply.

2.5 The Bank shall not be liable for any loss or damage you or an unauthorized person may incur as a result of the closing of your Term Deposit Account.

Clause 3: Premature Withdrawal

You can withdraw the Term Deposit only upon the maturity date. In the event that the premature withdrawal request is approved by the Bank, the annual interest rate of normal savings will apply, or any other rate as determined by the Bank.

Clause 4: Interests

4.1 The Bank will provide interest at the maturity date or monthly, depending on the mode you choose when opening the Term Deposit Account. Withholding tax on interest will be charged according to the applicable tax laws.

4.2 For monthly interest withdrawal, if the premature is approved, you agree for the Bank to deduct any interest earned above the applicable rate from your principal, which has been paid to your Account.

CUSTOMER AGREEMENT ON SAVE FOR GOAL

Clause 1: About Save for Goal

1.1 Save for Goal refers to a goal fixed term deposit held at the Bank which is designed to help individuals save toward a specific financial goal—such as buying a car, funding education, or going on a vacation—by locking in a fixed amount of money for a set period at a guaranteed interest rate.

1.2 Group Save for Goal or Save for Goal as Group refers to a joint or group savings plan where multiple individuals contribute to a single Save for Goal Account with the shared objective of reaching a specific financial goal. You may invite your families, friends, business partners, or other invitees to participate in the Group Save for Goal.

1.3 Save for Goal Account can be opened as an individual (Save for Goal) or as a joint account (Group Save for Goal).

1.4 You agree to open Save for Goal Account(s) with the Bank and are bound by this Customer Agreement on Save for Goal.

Clause 2: Operating of Save for Goal Account

2.1 You shall specify a desired goal (e.g., home purchase, vehicle, education) as individual or group saving and may also set a target amount or expected maturity timeline.

2.2 The Save for Goal Account shall be operated via the Wing Bank App and in conjunction with the Account only. You are eligible to select or link one Account to more than one Save for Goal Account. You are eligible to change the Account which is linked to the Save for Goal Account. Any changes to the Account are subject to your request to the Bank.

2.3 Saving or transaction amount to Save for Goal Account is subject to your selection of amount and schedule. For avoidance of doubt, the Bank shall execute an Auto Direct Debit the amount from your linked Account provided by you from time to time to the Save for Goal Account if you select such auto deposit function.

2.4 You cannot withdraw, cash out, transfer out, or make payment directly from your Save for Goal Account. In case you wish to do so, you may close or abandon your Save for Goal Account and transfer money out to your Account.

2.5 Your Save for Goal Account is available for incoming transactions only unless agreed otherwise by the Bank. If you open Save for Goal Account as a group account, you are an admin to such group account. In this case, only you can close or abandon, continue saving or manage money in such a group account.

2.6 The creator of the Save for Goal Account as a group account will be automatically assigned as admin of such group account. By accepting the admin’s invitation link, participants agree to the terms and conditions under this Agreement and acknowledge that the admin will manage the Save for Goal group account including closing, abandoning or continuing the saving and managing the account balance.

Clause 3: Closing the Save for Goal Account or Abandoning the Goal

3.1 If you choose to close your Save for Goal Account or abandon your goal before the set term expires, interest will not be granted unless otherwise offered by the Bank based on the Bank's policy at the time of the closure.

3.2 The Save for Goal Account may also be closed if the Bank has reason to believe that you or someone else is using the Account illegally or that you are not compliant with these terms and conditions for the Save for Goal Account. If the Bank has not informed you in advance, the Bank will inform you as soon as possible following closure of the Account.

3.3 The Bank shall not be liable for any loss or damage you or an unauthorized person may incur as a result of closing your Save for Goal Account.

3.4 For Save for Goal as group account, once it is closed or abandoned the saving amount will be automatically credited into admin account.

Clause 4: Fees and Charges

4.1 There might be fees and charges for opening and using the Save for Goal Account set out by the Bank, and those may be changed from time to time.

4.2 You agree to pay applicable fees and charges as notified by the Bank. The Bank will notify you in advance of any such deductions, unless otherwise required by applicable laws.

Clause 5: Interests

5.1 The Bank will provide interest at the maturity date, which will be paid to your linked Account. Withholding tax on interest will be charged according to the applicable tax laws.

5.2 In the event that you abandon your Save for Goal Account before the goal is reached or before the maturity date, you might be subject to 0% (zero percent) interest rate or any rate as provided by the Bank.

ANNEX E: PAYMENT SERVICES

CUSTOMER AGREEMENT ON PAYMENT SERVICE

By initiating, using, or accessing the Payment Service, either digital or non-digital channels, you agree to the following terms and conditions unless stated otherwise in a separate service agreement where applicable.

Clause 1: Payment Service

Payment Service refers to a service provided by the Bank to facilitate the payment between different parties including but not limited to Wingpay, Cash-in and Cash-out, Bill Payment, Auto Direct Debit, Payroll, Digital Redemption, Fleet Card Payment, Phone Top-Up services and other payment related services as enabled by the Bank and to the extent permitted by the applicable laws.

1.1 Wingpay Service

Wingpay refers to a service provided by the Bank which allows you to make payment to a Payee via the Bank System, either local or international, including but not limited to Wingpay, WeChat, Alipay, MasterPass, Xnap, Bakong (KHQR) and more.

1.2 Cash-in and Cash-out Service

Cash-In and Cash-Out refers to a service provided by the Bank, which enables you to withdraw cash from or deposit cash to the Account at the Bank Channel made available by the Bank from time to time.

1.3 Bill Payment Service

(1) Bill Payment refers to a service provided by the Bank which allows you to make payment of any bill or Loan to Payee via the Bank System, including but not limited to utilities bill, credit card, insurance premium, school bill, charity donation and so on.

(2) You shall ensure that it is enough funds in the Account necessary for the execution of the Payment Order of Bill Payment and coverage of the applicable fee. In the event you do not have sufficient funds in your Account, you agree that the Bank has the right to refuse to execute the respective Payment Order of Bill Payment, and such Payment Order shall be cancelled automatically. In this regard, you agree that the Bank shall not be held responsible for any consequences occurred as the result of the automatic cancellation of Bill Payment as abovementioned.

1.4 Auto Direct Debit Service

(1) Auto Direct Debit refers to a service provided by the Bank which enables you to schedule your payable and due payment to your biller, creditor, or any of your commitments by debiting directly the fund from your Account.

(2) You shall ensure that it is enough funds in the Account necessary for the execution of the Payment Order of Auto Direct Debit and coverage of the applicable fee. In the event you do not have sufficient funds in your Account, the Bank has the right to refuse to execute the respective Payment Order of Auto Direct Debit, and such Payment Order shall be cancelled automatically. In this regard, you agree that the Bank shall not be held responsible for any consequences occurred as a result of the automatic cancellation of Bill Payment as abovementioned.

1.5 Digital Redemption Service

(1) Digital Redemption refers to a service provided by the Bank which allows you to redeem Digital Reward at the available Bank Platform or Bank Channel.

(2) The Bank shall not be liable or undertake to disburse you any amount of Digital Reward if (1) the issuer of the Digital Reward has not complied with the Bank's Digital Reward service terms and conditions, (2) the Bank's Digital Reward service subscribed by Bank Partner is expired or terminated, (3) Bank Partner's Account has insufficient balance to execute the redemption, or (4) your Account is blocked or inactivate for any reason.

(3) You shall resolve any dispute related to your Digital Reward directly with Bank Partner without incurring any liability to the Bank, including but not limited to non-receipt of reward, error, or discrepancy amount of Digital Reward.

1.6 Fleet Card Payment Service

(1) Fleet Card Payment refers to a service provided by the Bank, which allows you to make payment on products or services to Payee via co-branding card issued by the Bank and Bank Partner at the available Bank Channel.

(2) The Bank may refuse to execute such Payment Order at its sole discretion if (1) the Payment Order of Fleet Card Payment submitted by you does not contain enough data or contains deficiencies, (2) Bank Partner does not subscribe or use the Bank's Fleet Card Payment service, (3) The Bank's Fleet Card Payment service subscribed by Bank Partner is expired or terminated, (4) Bank Partner's Account has insufficient balance to execute the Fleet Card Payment, or (5) your fleet card is expired or insufficient balance.

(3) The Bank shall not be responsible for any dispute between you and the Bank Partner.

1.7 Mobile Phone Top-Up Service

(1) Mobile Phone Top-Up or MPTU refers to service provided by the Bank, which allows you to make payment of mobile balance top-up to Mobile Operator through the Bank Platform or Bank Channel made available by the Bank from time to time.

(2) The Bank reserves the rights to refuse the execution of such Payment Order at its sole discretion if (1) the Payment Order of MPTU submitted by you does not contain enough data or contains deficiencies, (2) Mobile Operator does not subscribe or use the Bank's Mobile Phone Top-Up service, (3) The Bank's Mobile Phone Top-Up service subscribed by Mobile Operator is expired or terminated, (4) Mobile Operator fails to process Payment Order of MPTU, or (5) your Account has insufficient balance.

(3) You shall resolve any dispute related to MPTU directly with the Mobile Operator without incurring any liability to the Bank, including but not limited to non-receipt of top-up balance, error, or discrepancy amount of top-up balance. The Bank shall not be responsible for any dispute between you and the Mobile Operator.

Clause 2: Transaction of Payment Service

2.1 You agree to the limited transactions and amounts to be set by the Bank and/or NBC from time to time, including but not limited to the number and amounts of transactions.

2.2 If the Payment Order submitted by you does not contain enough data or contains deficiencies, you agree with the Bank to refuse to execute such Payment Order at its sole discretion.

2.3 You shall ensure to initiate or execute the Payment Order with correct and accurate data. The Bank shall be considered to fulfill its obligations completely and successfully pursuant to the Payment Order initiated by you although you indicate incorrect data on the submitted Payment Order of Payment Service respectively. In this regard, the Bank is not responsible for such an incorrect payment. You shall be entitled to submit a complaint to the Bank to resolve the case through the Bank's dispute resolution policy. However, it does not guarantee that your complaint is successfully resolved, or your fund may be returned.

2.4 In case of suspicious, unauthorized or improper executed Payment Order, you are obliged to notify the Bank immediately.

2.5 You agree that the Bank will apply its internal currency exchange rate to process the Payment Order in case of a transaction made in different currencies.

Clause 3: Fees and Charges

Before submitting the transaction of Payment Service, you shall be made aware of the fee for executing the Payment Order of Payment Service, if applicable. You agree to the fee to be set by the Bank on each of your initiated Payment Order respectively.

Clause 4: Disclaimer of Liability

The Bank shall not be liable on the following events:

(1) suspicious, unauthorized, or improper Payment Order initiated from your account or device;
(2) non-execution, improper or delayed execution of Payment Order at your default or in the context of the error or interruption of Bank System, beyond the Bank's reasonable control;
(3) any errors, discrepancies, repetitions, and/or contradictions in the Payment Order submitted by you; and
(4) any delay, interruption, or suspension caused by any third party which interferes or affects or disrupts the performance of the Bank.

Clause 5: Pinless Transaction

5.1 You authorize the Bank to process and debit electronic payment transactions from the designated Account without requiring the entry of a Personal Identification Number (PIN), biometric authentication, or second-factor validation, provided that the transaction amount does not exceed the amount you set in your Wing Bank App per individual transaction ("**Pinless Limit**").

5.2 You acknowledge that pinless transactions carry inherent security risks, including the risk of unauthorized use if a physical card or linked mobile device is lost or stolen. You agree to maintain strict control over all account access devices. Except as otherwise provided by applicable laws, you shall be fully liable for all PIN less transactions initiated under your designated Account.

5.3 Notwithstanding the Pinless Limit, the Bank reserves the absolute right, in its sole discretion and for risk mitigation purposes, to reject any pinless transaction or to require standard PIN entry or alternative identity verification for any transaction, regardless of the amount.

CUSTOMER AGREEMENT ON FUND TRANSFER

Clause 1: Fund Transfer Service

1.1 Fund Transfer refers to a service provided by the Bank for a movement of funds, within the Bank or interbank, local or international, from a sender to a receiver with a bank account or without a bank account, including but not limited to Wing Wei Luy, Code to Wing, SWIFT transfer, MoneyGram, Western Union, RIA, UnionPay and Cheque.

1.2 By initiating the transaction or using the Fund Transfer service, you agree to be bound by this Customer Agreement on Fund Transfer.

Clause 2: Customer Instruction

2.1 You may transfer any amount of your available balance per transaction as long as the transaction does not cause your available balance in the Account to be less than zero. The Bank reserves the right to reject any transaction due to insufficient funds available in your Account.

2.2 You confirm that the information provided in the Wing Bank App or application form is true, correct, and complete. The Bank will not validate the accuracy of information you provided in the Wing Bank App or application form. You undertake to provide additional information and/or documents related to the Fund Transfer if requested by the Bank, including documents to prove the lawfulness of the origin of funds related to the Fund Transfer. In case you fail to submit such documents, the Bank has the right to refuse to execute the Fund Transfer, and the Bank shall not be liable for the losses which may arise due to refusal to execute the Fund Transfer in the event when any such refusal was a result of the refusal or failure to provide additional information or documents by you.

2.3 We reserve the right to limit the frequency and amount of the transactions for security reasons and based on applicable regulations and the Bank's policies.

2.4 In case of unauthorized or improperly executed Fund Transfer, you shall notify the Bank immediately.

2.5 The Bank will collect your personal and credit information, including but not limited to your instructions and Fund Transfer details, for the Bank to provide you with the Fund Transfer service. By using Fund Transfer service, you agree that the Bank may use and disclose your information to (1) any partner or service provider whom the Bank is in contact with for playing a role or assisting in the Bank's activities, (2) the Bank's agents, contractors, advisors and other persons who are authorized by the Bank or required by laws to disclose the information to, (3) the Bank's parent companies and subsidiaries, used in the operations and internal administration or other related service providers, and (4) third parties or government agents in accordance with the applicable laws of Cambodia.

2.6 You understand and confirm that the Bank, correspondent bank, or agent, and other processing institutions will apply their internal currency exchange rate to process Fund Transfer in a different currency.

Clause 3: Correspondent Bank

To complete the overseas Fund Transfer, the Bank may select a correspondent bank on its own decision, acting on the best-efforts basis. Such correspondent bank may charge a fee, which will be deducted from the fund paid to the beneficiary or will be charged from you. If the correspondent bank's fee is charged from you, the Bank will debit from your Account for amount of such fee.

Clause 4: Suspension or Cancellation of Fund Transfer

4.1 You authorize the Bank to postpone, suspend, or cancel the Fund Transfer if the Bank or the correspondent bank (if any) finds that it may be related to unlawful conduct or breach of any national or international laws and regulations.

4.2 In case of the Fund Transfer cancellation, the Bank will return your fund only upon receipt of the fund from the correspondent bank, if any. You understand and agree that the Bank and correspondent banks, if any, might charge the cancellation and other fees and that the applied exchange rate may be changed on the return date.

4.3 In case of the transferred fund being frozen due to an event relating to the breach of specific laws, sanctions, orders, directives and regulations imposed and enforced against certain jurisdictions, individuals or entities by relevant government authorities, you agree that the Bank is not be liable or responsible for any liability, loss, damages, costs, charges or expenses arising out of or in relation to the occurrence of such an event and not proceeding with the Fund Transfer.

Clause 5: Fees and Charges

5.1 You may be subject to service fees and other charges for the Fund Transfer services. These fees and/or charges will be disclosed and consented by you during the process of Fund Transfer. Upon your confirmation to proceed with the Fund Transfer, you agree and authorize the Bank to debit from your Account for these fees and charges whenever they become payable.

5.2 For international money transfer, the Bank is not responsible for any taxes, duties, and other expenses, which might occur in other countries in relation to the money transfer.

Clause 6: Disclaimer of Liability

The Bank will not be responsible or liable for any loss and damage incurred or suffered by you or any third party by reason:

(1) Your failure to keep sensitive personal banking information, including username and password secure and confidential.
(2) Your failure to provide the accurate information required for Fund Transfer.
(3) Your inability to perform any Fund Transfer due to limits set by the Bank from time to time.
(4) Any mechanical, electronic, or other failure, malfunction, interruption, inaccuracy, or inadequacy of the Bank's telecommunication and computer system or other equipment or its installation or operation beyond the Bank's reasonable control.
(5) Any incomplete or erroneous transmission of any Customer Instruction or any error in the execution of any such Customer Instruction, nor for any delay, loss, expenses, or damage whatsoever incurred or suffered by you as a result thereof.
(6) Any delay, interruption, or suspension, howsoever caused by any third party, including but not limited to service providers, which interferes with, affects, or disrupts the performance of the Bank hereunder.
(7) In the events of force majeure that the Bank is unable to perform any operations or to provide any of the services as a direct or indirect result of governmental restrictions, the imposition of emergency procedures or suspension of trading by any relevant market, civil disorder, act or threatened act of terrorism, natural disaster, war, strike or other circumstances beyond the Bank's reasonable control.

ANNEX F: OTHER SERVICES AND PRODUCTS

CUSTOMER AGREEMENT ON BANK GUARANTEE AND STANDBY LETTER OF CREDIT

Clause 1: Bank Guarantee and Standby Letter of Credit

1.1 Bank Guarantee (BG) refers to a type of trade finance product offered by the Bank, serving as a written assurance to pay a specified sum to the beneficiary if you fail to fulfill the contractual obligations.

1.2 Standby Letter of Credit (SBLC) refers to a type of trade finance product offered by the Bank, serving as a guarantee that payment will be made if you are at fault.

1.3 You agree to use BG and SBLC provided by the Bank and bound by the Customer Agreement on Bank Guarantee and Standby Letter of Credit.

Clause 2: Issuance of BG and SBLC

2.1 You must submit a formal written request using the Bank's prescribed application form, including but not limited to:
(1) Full details of the beneficiary;
(2) Purpose and nature of the underlying transaction; and
(3) Requested amount, currency, and validity period.

2.2 The Bank may issue a BG or SBLC upon receipt of a duly completed application and supporting documentation. The issuance is subject to the Bank's internal credit assessment and approval process.

2.3 The issuance must comply with all applicable local and international laws, including sanction regulations. The Bank may refuse the issuance of BG or SBLC if the transaction involves restricted jurisdictions or parties.

2.4 The Bank may decline to issue a BG or SBLC at its sole discretion, even after receiving a complete application and collateral.

Clause 3: Fees and Charges

3.1 You agree to pay all applicable fees, commissions, and charges set out by the Bank related to the issuance, amendment, cancellation, and administration of the BG or SBLC. These may include, but are not limited to, issuance fees, amendment fees, legal and documentation costs, correspondent bank charges, applicable taxes, and out-of-pocket expenses.

3.2 You authorize the Bank to deduct these fees, charges, or payments made under BG or SBLC, directly from the funds available in your deposit account or savings account linked to the BG and SBLC. Should there be insufficient funds in the specified Account, you consent to the Bank withdrawing the required amount from any other Accounts held with the Bank, without requiring your further consent.

3.3 All fees are non-refundable, even if the BG or SBLC is not utilized, and must be paid in advance or as otherwise agreed.

Clause 4: Your Obligations

4.1 You shall reimburse the Bank for any payments made under BG or SBLC immediately upon demand. If any payment obligation is not fulfilled, all outstanding payments will be due immediately, and additional security or compliance measures may be required. In cases of bankruptcy, judicial management, or similar events, liabilities will also become immediately due.

4.2 You agree to and shall pay all applicable fees, charges, and commissions as per the Bank's prevailing schedule.

4.3 You shall provide and maintain collateral, or security as required by the Bank. The Bank may require additional security at any time based on changes in your financial condition or risk profile.

4.4 You shall ensure that all transactions related to the BG or SBLC comply with applicable laws, regulations, and sanctions, including those related to anti-money laundering and combating the financing of terrorism.

4.5 You must promptly notify the Bank of any material changes in your financial condition, legal status, or any event that may affect your ability to fulfill obligations under this Customer Agreement on Bank Guarantee and Standby Letter of Credit.

4.6 You warrant that all information provided to the Bank in connection with BG or SBLC is true, complete, and accurate. Any misrepresentation may result in the immediate termination of the Bank's obligations.

Clause 5: Indemnity

You shall indemnify and keep the Bank indemnified and hold the Bank harmless from and against all actions (legal or otherwise), losses, damages, claims, costs, expenses, demands and liabilities of whatever nature which the Bank may incur or suffer by reason of the Bank issuing at your request the BG/SBLC including but not limited to legal costs, charges, expenses and liabilities of whatsoever nature which the Bank may incur, suffer, sustain or be liable for or in relation to or in connection with the defense to any action on the enforcement or attempted enforcement of the BG/SBLC by any person whether such action has been rightfully or wrongfully defended by the Bank. In the case there are multiple applicants (you), your liabilities shall be joint and several.

Clause 6: Bank's Rights and Discretion

6.1 The Bank reserves the absolute right to accept or reject any application for a BG or SBLC at its sole discretion.

6.2 The Bank has the exclusive authority to determine the wording, structure, and format of the BG or SBLC. It may refuse to issue instruments that contain terms it deems ambiguous, unenforceable, or inconsistent with international standards (e.g., UCP 600, ISP98, URDG 758).

6.3 The Bank may require you to provide collateral, such as cash margin, Term Deposit, pledged assets, or guarantees from third parties or other security in a form and amount it deems appropriate. It may also demand additional security at any time if your financial condition or risk profile changes. The type and amount of security shall be determined at the Bank's sole discretion based on the size of the transaction and its circumstances.

6.4 The Bank is not obligated to agree to any request for amendment, extension, or re-issuance of a BG or SBLC. Each request is subject to fresh evaluation and may incur additional fees or require updated documentation.

6.5 The Bank's obligation to honor a BG or SBLC is strictly limited to the terms of the instrument. It is not required to investigate the underlying transaction or verify the accuracy of the beneficiary's claim, provided the documents presented comply with the stated conditions.

6.6 If the Bank makes a payment under BG or SBLC, we shall have the right to recover the full amount from you immediately, along with any associated interest, fees, and legal costs.

6.7 The Bank reserves the right to amend its internal policies, fee schedules, and operational procedures at any time, subject to applicable laws and regulations.

Clause 7: Governing Rules

7.1 The issuance, operation, and enforcement of BG and SBLC shall be governed by internationally recognized rules, as applicable:
(1) SBLCs are governed by Uniform Customs and Practice for Documentary Credits (UCP 600) or ISP98, as applicable.
(2) BGs are governed by local laws and, where applicable, the Uniform Rules for Demand Guarantees (URDG 758).

7.2 The Bank reserves the right to determine which set of rules (UCP 600, ISP98, URDG 758) will apply to each instrument, based on the nature of the transaction and the preferences of the parties involved.

7.3 If the governing rules (e.g., UCP, ISP, URDG) are revised or updated during the validity of the BG/SBLC, the version stated in the BG/SBLC at the time of issuance shall continue to apply unless otherwise agreed in writing.

7.4 In the event of any inconsistency between the terms & conditions herein and the provisions of international rules mentioned above, the latter shall be deemed to be expressly excluded to the extent of such inconsistency.

Clause 8: Drawing Conditions and Payment

8.1 BG or SBLC shall be payable upon presentation of:
(1) A written demand or claim from the beneficiary stating that you have failed to fulfil its obligations; and
(2) Any other documents are expressly required in the BG or SBLC (e.g., invoice, certificate of non-performance, etc.).

8.2 The demand must be presented at the Bank’s designated office or via the method specified in the instrument (e.g., SWIFT, courier). It must be received on or before the expiry date of the BG or SBLC.

8.3 You agree that any request or demand made with the Bank or its correspondent bank by the beneficiary of the BG/SBLC, or by the correspondent bank under the counter guarantee, for payment of any sum of money due shall be conclusive evidence of the sum due and payable. This request or demand shall be sufficient authority for the Bank or its correspondent bank to make such payment without requiring any further evidence or proof of the sum's validity. The Bank or its correspondent bank shall not be obligated to provide notice to or obtain further authority from you. You agree not to dispute the validity of any such request or demand.

8.4 You also agree not to question or challenge the validity or legality of any payment made by the Bank or its correspondent bank. You will not deny any liability on the grounds that such payment, or any part thereof, was not due or payable by the Bank or its correspondent bank, or that there was a legitimate defense or reason for refusing payment under the BG/SBLC, or on any other grounds whatsoever.

8.5 Once payment is made in accordance with the terms of the BG or SBLC, you agree that the Bank’s obligation is discharged.

Clause 9: Security and Account Authorization

9.1 You agree to pledge all documents and goods received under or related to the BG/SBLC as security for any current or future liabilities owed by the Bank. The Bank holds the right to possess, apply, or set off these assets against liabilities and may take further measures to secure obligations if deemed necessary. This arrangement remains valid even if documents or goods are substituted or released, ensuring comprehensive coverage for outstanding liabilities.

9.2 You acknowledge the Bank's right to possess and dispose of the received documents and underlying goods as security for any obligations or liabilities you owe under this BG/SBLC or any unrelated liabilities. In the event of default or breach, the Bank may sell, transfer, or handle these goods without notice, using proceeds to settle outstanding obligations until fully discharged. These items and proceeds will be held in trust for the Bank's benefit until all liabilities are resolved.

9.3 You agree to insure the underlying goods with approved insurers, assigning the policies to the Bank or naming the Bank as the loss Payee. Any insurance payments received by you will be forwarded to the Bank promptly and held in trust for the Bank's benefit until all obligations under the BG/SBLC are settled.

9.4 You agree for the Bank to earmark your current or any other account with the Bank or other security given to the Bank, whether such security be in the form of an advance cash payment or Term Deposit, to enable the Bank to meet any claim arising out of the BG or SBLC.

9.5 As and when requested by the Bank, you shall deposit immediately with the Bank advance cash payment to cover the liability of the Bank under the BG/SBLC.

9.6 You agree that the Bank may debit the aforesaid current or other Account to discharge any claim made against the Bank under BG/SBLC without prior notice to you.

9.7 The Bank shall be entitled at its absolute discretion to convert into Khmer Riel (KHR) or United States Dollar (USD) equivalent for payment for all claims paid by the Bank in foreign currency under the BG/SBLC at the Bank's prevailing counter rate of exchange.

Clause 10: Validity and Termination

10.1 The BG/SBLC shall be effective from the date of issuance or as otherwise specified in the instrument and shall remain valid until the stated expiry date. If the instrument includes an automatic extension clause, it shall renew for successive periods unless the Bank notifies the beneficiary of non-renewal within the specified notice period.

10.2 Early termination may occur under the following circumstances: (i) upon return of the original instrument to the Bank; (ii) upon receipt of written confirmation from the beneficiary that the instrument is no longer required or upon receipt of letter of discharge from the beneficiary discharging the Bank's liability under the BG/SBLC; or (iii) upon mutual written agreement of all parties involved. The Bank also reserves the right to suspend or terminate its obligations in the event of fraud, breach of agreement, or regulatory restrictions.

10.3 Termination shall not affect your continuing obligations to reimburse and indemnify the Bank for any payments made or liabilities incurred prior to termination.

10.4 In the event of force majeure, the Bank's obligations may be suspended, but the validity period of the BG/SBLC shall not be extended unless expressly provided.

10.5 In the event the commencement of the validity period of the BG/SBLC shall be earlier than the date of the application, you hereby represent and warrant to the Bank that you have not committed any breach of the terms of the contract made between you and the beneficiary prior to the date of the application. You further agree to indemnify and hold the Bank harmless from any claims, damages, or losses arising from any breach of this representation and warranty. Any misrepresentation or breach of this clause shall entitle the Bank to terminate the BG/SBLC and seek reimbursement for any amounts paid under the guarantee.

Clause 11: Amendment and Cancellation

11.1 Any amendment or cancellation of the BG or SBLC requires the written consent of all parties involved, including the beneficiary.

11.2 The Bank reserves the right to decline any amendment or cancellation request at its sole discretion.

11.3 Until the original BG/SBLC is returned to the Bank for cancellation, or a letter is obtained from the beneficiary discharging the Bank from all liabilities under BG/SBLC, the Bank shall continue to hold whatever securities that are placed with the Bank as security for the BG/SBLC.

11.4 For the BG/SBLC issued with an open-ended expiry date and/or without claims period clause, you undertake to pay the BG/SBLC commission from the effective date until the BG/SBLC is canceled. You authorize the Bank to debit the aforesaid current or other Account for the commission related to BG/SBLC issuance.

Clause 12: Interest

In the event that the Bank makes a payment under the BG/SBLC, you shall reimburse the Bank immediately upon demand. If reimbursement is not made when due, the Bank shall be entitled to charge interest on the outstanding amount at a rate agreed upon in writing, or if not specified, at the Bank’s prevailing commercial lending rate. Interest shall accrue from the date of payment until full settlement and may be compounded monthly in accordance with the Bank’s policy and applicable Cambodian laws.

CUSOMER AGREEMENT ON LETTER OF CREDIT

Clause 1: Letter of Credit

1.1 The letter of Credit (LC) refers to a trade finance instrument issued by the Bank at your request, guaranteeing payment to a beneficiary upon presentation of compliant documents evidencing shipment or performance under a commercial contract.

1.2 You agree to use the LCs provided by the Bank and bound by the Customer Agreement on Letter of Credit.

Clause 2: Issuance of LC

2.1 You must submit a formal written request using the Bank's prescribed application form, including but not limited to:
(1) Full details of the beneficiary;
(2) Description of goods/services and underlying contract and documents relevant to the transaction;
(3) Amount, currency, validity, and shipment terms; and
(4) Other required documents (e.g., invoice, bill of lading, certificate of origin).

2.2 The Bank may issue the LC upon receipt of a duly completed application and supporting documents, subject to internal credit assessment and approval.

2.3 The issuance must comply with all applicable local and international laws, including UCP600 and sanction regulations. The Bank may refuse the issuance of LC if the transaction involves restricted jurisdictions or parties.

2.4 The Bank may decline to issue an LC at its sole discretion, even after receiving a complete application and collateral.

Clause 3: Fees and Charges

3.1 You agree to pay all applicable fees, commissions, and charges set out by the Bank related to the issuance, amendment, negotiation, confirmation, administration, and settlement of the LC. These may include, but are not limited to, issuance fees, amendment fees, advising fees, confirmation charges, legal and documentation costs, correspondent bank charges, applicable taxes, and out-of-pocket expenses.

3.2 You authorize the Bank to deduct these fees, charges, issuance commission, acceptance commission, or payments made under the LC, directly from the funds available in your deposit account or savings account linked to the LC. Should there be insufficient funds in the specified Account, you consent to the Bank withdrawing the required amount from any other Accounts held with the Bank, without requiring your further consent.

3.3 All fees are non-refundable, even if the LC is not utilized, and must be paid in advance or as otherwise agreed.

Clause 4: Your Obligations

4.1 You shall pay and indemnify the Bank in full for all sums paid by the Bank under or in connection with the LC and/or any draft called for in the LC immediately upon demand and without prejudice to the generality of the foregoing. If any payment obligation is not fulfilled, all outstanding payments will be due immediately, and additional security or compliance measures may be required. In cases of bankruptcy, judicial management, or similar events, liabilities will also become immediately due.

4.2 You agree to and shall pay on demand all charges and expenses paid or incurred by the Bank or correspondent bank in connection with and/or arising out of advising or confirming or reimbursing or not utilizing or amending the terms of the LC and/or the relative drawings under the LC and/or relative goods or otherwise, howsoever incurred, in relation to this transaction, together with commissions with respect to the LC at the Bank's prevailing rate.

4.3 You agree that if the LC specifies shipments in installments or drawings within stated periods, and the shipper fails to ship or drawings on the LC are not made in such stated period, subsequent installment shipments or drawings may nevertheless be made in their respective designated periods and the Bank may honor such drafts/payment obligations at the Bank's own discretion without reference to you.

4.4 You shall provide and maintain collateral, or security as required by the Bank. The Bank may require additional security at any time based on changes in your financial condition or risk profile. You agree to take necessary actions to make effect on the perfection of the security as additional collateral as requested by the Bank.

4.5 You shall ensure that all transactions related to the LC comply with applicable laws, regulations, and sanctions, including those related to anti-money laundering and combating the financing of terrorism.

4.6 You must promptly notify the Bank of any material changes in its financial condition, legal status, or any event that may affect its ability to fulfill obligations under this Customer Agreement on Letter of Credit.

4.7 You warrant that all information provided to the Bank in connection with LC is true, complete, and accurate, and hold the Bank harmless from any liability caused by such misrepresentation.

4.8 In the event of a shipping guarantee is issued under the LC, applicants must procure the original bill of lading and redeem the original shipping guarantee for the Bank's onward action for cancellation of the shipping guarantee.

Clause 5: Indemnity

5.1 You shall indemnify and keep the Bank indemnified and hold the Bank harmless from and against all actions (legal or otherwise), losses, damages, claims, costs, expenses, demands and liabilities of whatever nature which the Bank may incur or suffer by reason of the Bank issuing at the your request the LC including but not limited to legal costs, charges, expenses and liabilities of whatsoever nature which the Bank may incur, suffer, sustain or be liable for or in relation to or in connection with the defense to any action on the enforcement or attempted enforcement of the LC by any person whether such action has been rightfully or wrongfully defended by the Bank. In the case there are multiple applicants (you), your liabilities shall be joint and several.

5.2 In consideration of the Bank agreeing to act on your telephone and/or fax instructions pertaining to or in connection with application as well as the LC itself without counter-checking with you or your original Customer Instructions being sent to the Bank subsequently or your written confirmation of such Customer Instructions, you hereby undertake to indemnify the Bank from and against all liabilities, claims, demands, actions, proceedings, losses, payment (including payment under the LC), expenses and all other liabilities of whatsoever nature or description which may be suffered by the Bank in relation to the Bank acting on such authorization. You hereby waive any rights, claims, actions, or proceedings you may have against the Bank for any losses or liabilities you may suffer as a consequence of the Bank acting on such Customer Instructions, including any loss or damage arising from the Bank having acted on Customer Instructions from parties purporting to be you, your agents, or servants.

Clause 6: Bank's Rights and Discretion

6.1 The Bank reserves the absolute right to accept or reject any application for an LC at its sole discretion.

6.2 The Bank has the exclusive authority to determine the wording, structure, and format of the LC. It may refuse to issue instruments that contain terms it deems ambiguous, unenforceable, or inconsistent with international standards (e.g., UCP 600).

6.3 The Bank may require you to provide collateral, such as cash margin, Term Deposit, or third-party guarantees or other security in a form and amount it deems appropriate for enabling LC to you. It may also demand additional security at any time if your financial condition or risk profile changes. The type and amount of security shall be determined at the Bank's sole discretion based on the size of the transaction and its circumstances.

6.4 The Bank is not obligated to agree to any request for amendment, extension, or reissuance of an LC. Each request is subject to fresh evaluation and may incur additional fees or require updated documentation.

6.5 The Bank and its correspondent banks are not liable for discrepancies in the description, quality, or value of goods, the genuineness of documents, transmission errors, or defaults by third parties. Any actions taken under the LC or related documents are binding and do not impose liability on the Bank or its correspondent banks.

6.6 You agree that the Bank shall not in any way be liable to you for any loss or damage suffered by you directly or indirectly arising from or in connection with the Bank initial advice of discrepancy or non-conformity.

6.7 The Bank's obligation to honor a LC is strictly limited to the terms of the instrument. It is not required to investigate the underlying transaction.

6.8 If the Bank makes a payment under an LC, we shall have the right to recover the full amount from you immediately, along with any associated interest, fees, and legal costs.

6.9 The Bank reserves the right to amend its internal policies, fee schedules, and operational procedures at any time, subject to applicable laws and regulations.

6.10 You irrevocably consent to the disclosure by the Bank and the Bank's officers in any manner howsoever, of any account information relating to you including but not limited to details of your facilities, the securities taken, your credit balances and deposit with the Bank to (i) any regulatory or supervisory authority, (ii) any potential assignee of the Bank or any other participant in any of the Bank's rights and/or obligations in relation to your facilities, (iii) any guarantors, third party pledgors or security providers and the Bank's agents and independent contractors, and (iv) any insurers with whom insurance cover is taken out in connection with the application.

Clause 7: Governing Rules

7.1 The issuance, operation, and enforcement of LC shall be governed by the Uniform Customs and Practice for Documentary Credits (UCP 600), unless otherwise specified.

7.2 The Bank reserves the right to determine the applicable rules based on the transaction and parties involved.

7.3 If the UCP 600 is revised or updated during the validity of the LC, the version stated in the LC at the time of issuance shall continue to apply unless otherwise agreed in writing.

7.4 In the event of any inconsistency between the terms & conditions herein and the provisions of UCP600, the latter shall be deemed to be expressly excluded to the extent of such inconsistency.

Clause 8: Drawing Conditions and Payment

8.1 You agree that any request or payment made by the Bank or its correspondent bank to the beneficiary of the LC, or by the correspondent bank under the LC confirmation arrangement, for payment of any sum of money due shall be conclusive evidence of the sum due and payable. This request or demand shall be sufficient authority for the Bank or its correspondent bank to make such payment without requiring any further evidence or proof of the sum's validity. The Bank or its correspondent bank shall not be obligated to provide notice to or obtain further authority from you. You agree not to dispute the validity of any such request or demand.

8.2 You also agree not to question or challenge the validity or legality of any payment made by the Bank or its correspondent bank under the LC. You agree not to deny any liability on the grounds that such payment, or any part thereof, was not due or payable by the Bank or its correspondent bank, or that there was a legitimate defense or reason for refusing payment under the LC, or on any other grounds whatsoever.

8.3 Once payment is made in accordance with the terms of the LC, the Bank's obligation is discharged.

Clause 9: Security and Account Authorization

9.1 You agree to pledge all documents and goods received under or related to the LC as security for any current or future liabilities owed to the Bank. The Bank holds the right to possess, apply, or set off these assets against liabilities and may take further measures to secure obligations if deemed necessary. This arrangement remains valid even if documents or goods are substituted or released, ensuring comprehensive coverage for outstanding liabilities.

9.2 You acknowledge the Bank's right to possess and dispose of the received documents and underlying goods as security for any obligations or liabilities you owe under this LC or any unrelated liabilities. In the event of default or breach, the Bank may sell, transfer, or handle these goods without notice, using proceeds to settle outstanding obligations until fully discharged. These items and proceeds will be held in trust for the Bank's benefit until all liabilities are resolved.

10.3 You agree to insure the underlying goods with approved insurers, assigning the policies to the Bank or naming the Bank as the loss Payee. Any insurance payments received by you will be forwarded to the Bank promptly and held in trust for the Bank's benefit until all obligations under the LC are settled.

10.4 You further agree with the following conditions:

(1) You agree to secure blank or special endorsements of bills of lading, and attornments, or receipts from third parties as required under the credit.

(2) You warrant that you are or will following shipment of the underlying goods be the sole owner of such goods and will take all necessary steps to assert your rights of ownership vis-à-vis the carrier and any other third party on the Bank's behalf.

(3) You shall not, without the Bank's prior written consent, create encumbrance of any kind over or dispose of any or all the underlying goods.

(4) You irrevocably appoint the Bank and such of the Bank's officers as may from time to time be in charge of your accounts to be your agent and in your name to execute and deliver all documents and do all acts as the Bank or such officer deems desirable for perfecting the Bank's security over the goods or for the purpose of exercising any rights hereunder including transferring goods in the goods to the purchase thereof.

10.5 You agree for the Bank to earmark your current or any other Account with the Bank or other security given to the Bank whether such security is in the form of an advance cash payment or Term Deposit to enable the Bank to meet any claim arising out of the LC.

10.6 As and when requested by the Bank, you shall deposit immediately with the Bank advance cash payment to cover the liability of the Bank under the LC.

10.7 You agree and authorize the Bank to debit the aforesaid current or other Account to discharge any claim made against the Bank under the LC without prior notice to you.

9.8 The Bank shall be entitled at its absolute discretion to convert into Khmer Riel (KHR) or United States Dollar (USD) equivalent for payment for all claims paid by the Bank in foreign currency under the LC at the Bank's prevailing counter rate of exchange.

Clause 10: Validity and Termination

10.1 The LC shall be effective from the date of issuance or as otherwise specified in the instrument and shall remain valid until the stated expiry date. If the instrument includes an automatic extension clause, it shall renew for successive periods unless the Bank notifies the beneficiary of non-renewal within the specified notice period.

10.2 Early termination may occur under the following circumstances: (i) upon receipt of written confirmation from the beneficiary that the LC is no longer required; or (ii) upon mutual written agreement of all parties involved. The Bank also reserves the right to suspend or terminate its obligations in the event of fraud, breach of agreement, or regulatory restrictions.

10.3 Termination shall not affect your continuing obligations to reimburse and indemnify the Bank for any payments made or liabilities incurred prior to termination.

10.4 In the event of force majeure, the Bank's obligations may be suspended, but the validity period of the LC shall not be extended unless expressly provided.

Clause 11: Amendment and Cancellation

11.1 Any amendment or cancellation of the LC requires the written consent of all parties involved, including the beneficiary.

11.2 The Bank reserves the right to decline any amendment or cancellation request at its sole discretion.

11.3 Until the LC is canceled, the Bank shall continue to hold whatever securities that are placed with the Bank as security for the LC.

Clause 12: Interest

If you fail to reimburse the Bank for any payment under the LC, the Bank shall be entitled to charge interest in the outstanding amount at a rate agreed upon in writing, or if not specified, at the Bank's prevailing commercial lending rate. Interest shall accrue from the date of payment and/or any draft called for in the LC until full settlement and may be compounded monthly in accordance with the Bank's policy and applicable Cambodian laws.

CUSTOMER AGREEMENT ON DOCUMENTARY COLLECTION AND NEGOTIATION

Clause 1: Documentary Collection and Negotiation

1.1 Documentary Collection ("**Collection**") refers to a type of trade finance service offered by the Bank, in which you (Seller/Exporter) hand over to the Bank the task of collecting payment for goods and the Bank sends the shipping documents to the buyer/importer's bank together with payment instructions.

1.2 Documentary Negotiation ("**Negotiation**") refers to a type of trade finance product offered by the Bank, where the Bank advances funds to you (seller/exporter) against compliant documents under a Letter of Credit (LC) used as security.

1.3 You agree to use Collection and Negotiation provided by the Bank and bound by the Customer Agreement on Documentary Collection and Negotiation.

Clause 2: Handling of Collection and Utilization Negotiation

2.1 You must submit a formal written request using the Bank's prescribed application form, including but not limited to:

(1) Full details of the beneficiary;
(2) Description of goods/services and underlying contract and documents relevant to the transaction;
(3) Requested amount, currency, payment term, documentary collection instruction; and
(4) Other relevant–documents (e.g., bill of exchange, invoice, bill of lading, delivery order, certificate of origin, insurance policy/certificate).

2.2 The Bank may process the Collection or Negotiation only upon receipt of a duly completed application and supporting documentation. Negotiation shall be subject to the Bank's internal credit assessment and approval process.

2.3 The Collection and Negotiation must be conducted in compliance with all applicable local and international laws, including sanction regulations. The Bank may refuse to process any Collection or Negotiation if the transaction involves restricted jurisdictions or parties.

2.4 The Bank may also decline to process any Collection or Negotiation at its sole discretion, even after receiving a complete application.

Clause 3: Fees and Charges

3.1 You agree to pay all applicable fees, commissions, and charges as set out by the Bank related to the operation, amendment, cancellation, and administration of the Collection or Negotiation. These may include, but are not limited to, service fees, amendment fees, legal and documentation costs, correspondent bank charges, applicable taxes, and out-of-pocket expenses.

3.2 You authorize the Bank to deduct these fees, charges, or payments made under Collection or Negotiation, directly from the funds available in your deposit account or savings account linked to the Collection and Negotiation. Should there be insufficient funds in the specified Account, you consent to the Bank withdrawing the required amount from any other Accounts held with the Bank, without requiring your further consent.

3.3 All fees are non-refundable, and must be paid in advance or as otherwise agreed.

Clause 4: Your Obligations

4.1 You shall reimburse the Bank for any payments or advances made under Collection or Negotiation immediately upon demand. If any payment obligation is not fulfilled, all outstanding payments will be due immediately, and additional security or compliance measures may be required. In cases of bankruptcy, judicial management, or similar events, liabilities will also become immediately due.

4.2 You agree to and shall pay all applicable fees, charges, and commissions as per the Bank's prevailing schedule.

4.3 You shall provide and maintain the security as required by the Bank. The Bank may require additional security at any time based on changes in your financial condition or risk profile. Security may include, but is not limited to, cash collateral, Letters of Credit, or other forms acceptable to the Bank

4.4 You shall ensure that all transactions related to the Collection or Negotiation comply with applicable laws, regulations, and sanctions, including those related to anti-money laundering (AML) and combating the financing of terrorism (CFT).

4.5 You must promptly notify the Bank of any material changes in your financial condition, legal status, or any event that may affect your ability to fulfill obligations under this Customer Agreement on Documentary Collection and Negotiation.

4.6 You warrant that all information provided to the Bank in connection with Collection or Negotiation is true, complete, and accurate. Any misrepresentation may result in the immediate termination of the Bank's obligations.

4.7 If the bill is negotiated and/or purchased and credit is given by the Bank, including cases where the Bank has claimed reimbursement from the reimbursing bank, it is subject to the condition that in the event the Issuing Bank dishonors the bill, You shall repay to the Bank all such moneys advanced / paid by the Bank together with interest thereon at the rate as may be determined by the Bank and all costs and expenses incurred by the Bank in relation thereto.

Clause 5: Indemnity

You shall indemnify and keep the Bank indemnified and hold the Bank harmless from and against all actions (legal or otherwise), losses, damages, claims, costs, expenses, demands and liabilities of whatever nature which the Bank may incur or suffer by reason of the Bank operating the Collection and/or Negotiation at your instructions or the applicable rules (UCP or URC 522 600). In the case there are many of you, your liabilities shall be joint and several.

Clause 6: Bank's Rights and Discretion

6.1 The Bank reserves the absolute right to accept or reject any application for a Collection or Negotiation at its sole discretion.

6.2 The Bank may refuse to provide the service it deems ambiguous, unenforceable, or inconsistent with international standards (e.g., UCP 600, URC 522).

6.3 The Bank may require you to provide original Letter of Credit, and Application Form for Negotiation if you are an Exporter and wish to use the Bank service of Negotiation. It may also demand additional security at any time if your financial condition or risk profile changes. The type and amount of security shall be determined at the Bank's sole discretion based on the amount of the transaction and its circumstances.

6.4 The Bank is not obligated to agree to any request for amendment, or extension of a Collection or Negotiation. Each request is subject to fresh evaluation and may incur additional fees or require updated documentation.

6.5 The Bank's obligation to honor a-Negotiation is strictly limited to the terms of the instrument. It is not required to investigate the underlying transaction or verify the accuracy of the beneficiary's claim, provided the documents presented comply with the stated conditions.

6.6 Unless otherwise authorized in the collection instruction the Bank will release the documents only against payment in the currency of the country of payment. The Bank shall not be held responsible to ensure that the full equivalent amount is collected.

6.7 The Bank shall not be responsible for any act, omission, default, suspension, insolvency or bankruptcy of any party or for any delay in the remittance, loss in exchange, loss of documents or their proceeds during transmission or in the course of collection.

6.8 The Bank shall be entitled at its absolute discretion to convert the amount received in foreign currency into Khmer Riel (KHR)/United States Dollar (USD) at the Bank's prevailing counter rate of exchange before remitting the same to you.

6.9 If the Bank makes a payment under Collection or Negotiation, we shall have the right to recover the full amount from you immediately, along with any associated interest, fees, and legal costs. The Bank may at its absolute discretion and without any notice to you to debit all such moneys into any of your accounts with the Bank.

6.10 The Bank reserves the right to amend its internal policies, fee schedules, and operational procedures at any time, subject to applicable laws and regulations.

Clause 7: Governing Rules

7.1 The operation, and enforcement of Collection shall be governed by the Uniform Rules for Collection (URC 522) and Negotiation shall be governed by Uniform Customs and Practice for Documentary Credits (UCP 600), unless otherwise specified in the relevant instrument.

7.2 The Bank reserves the right to determine which set of rules (UCP 600, URC 522) will apply to each instrument, based on the nature of the transaction and the preferences of the parties involved.

7.3 If the governing rules (e.g., UCP or URC) are revised or updated during the validity of the Collection/Negotiation, the version stated in the Collection/Negotiation at the time of service shall continue to apply unless otherwise agreed in writing.

7.4 In the event of any inconsistency between the terms & conditions herein and the provisions of international rules mentioned above, the latter shall be deemed to be expressly excluded to the extent of such inconsistency.

Clause 8: Document Handling and Bank's Discharge

8.1 Any documents or instructions relating to a Collection or a Negotiation must be presented to the Bank at the Bank's designated office or through the communication channel specified by the Bank.

8.2 **Documentary Collection**: For any Collection, the Bank's responsibility is limited to acting in accordance with the Customer's written instructions and the URC 522. The Bank does not undertake or guarantee payment by the drawee. The Bank shall be discharged from all obligations once it has presented and released the documents in accordance with the Customer's instructions, or notified the Customer of any refusal by the drawee.

8.3 **Negotiation**: For any Negotiation under a Letter of Credit, the Bank shall only be obliged to negotiate at its sole discretion. If the Bank elect to negotiate, its obligations are limited to examining the documents in accordance with UCP 600, advancing funds (if applicable), and forwarding the documents to the issuing or confirming bank for reimbursement. The Bank shall be discharged from all obligations once it has acted in accordance with the terms of the Letter of Credit and UCP 600.

8.4 The Bank shall not be responsible for the genuineness, accuracy, completeness, legality, or validity of any documents, nor for the underlying goods, services, or performance to which the documents relate. The Customer agrees that the Bank shall not be liable for any loss arising from the acts or omissions of any presenting, collecting, issuing, or correspondent bank.

Clause 9: Security and Account Authorization

9.1 You agree for the Bank to earmark your current or any other account with the Bank or LC as security given to the Bank for the Negotiation service to enable the Bank to meet any claim arising out of the Negotiation.

9.2 As and when requested by the Bank, you shall deposit immediately with the Bank advance cash payment to cover the liability of the Bank under the Collection/Negotiation.

9.3 You agree that the Bank may debit the aforesaid current or other Account to discharge any claim made against the Bank under Collection/Negotiation without prior notice to you.

9.4 The Bank shall be entitled at its absolute discretion to convert into Khmer Riel (KHR) or United States Dollar (USD) equivalent for payment for all claims paid by the Bank in foreign currency under the Collection/Negotiation at the Bank's prevailing counter rate of exchange.

Clause 10: Amendment and Cancellation

10.1 Any amendment or cancellation of the Collection or Negotiation requires the written consent of all parties involved, including the beneficiary.

10.2 The Bank reserves the right to decline any amendment or cancellation request at its sole discretion.

Clause 11: Interest

In the event that the Bank makes a payment or advances under the Collection/Negotiation, you shall reimburse the Bank immediately upon demand if reimbursement is not made when due, the Bank shall be entitled to charge interest on the outstanding amount at a rate agreed upon in writing, or if not specified, at the Bank's prevailing commercial lending rate. Interest shall accrue from the date of payment until full settlement and may be compounded monthly in accordance with the Bank's policy and applicable Cambodian laws.

CUSTOMER AGREEMENT ON TRUST RECEIPT

Clause 1: Definitions

1.1 **Documents** means any and all shipping documents, bills of lading, documents of title or other documents relating to the Goods released or to be released by the Bank to you.

1.2 **Goods** means the goods to which the Documents relate, the purchase of which is financed by the Bank under a letter of credit, documentary collection, import loan or any other trade finance facility.

1.3 **Proceeds** means all proceeds of sale, insurance proceeds and any other sums derived from or in connection with the Goods.

1.4 **Trust Receipt** means this Customer Agreement for Trust Receipt.

Unless otherwise defined herein, capitalized terms shall have the meanings given to them in the Customer Master Agreement and Schedule A.

Clause 2: Relation and Arrangement between the Parties

2.1 In consideration of the Bank releasing the Documents and/or Goods to you at your request, you hereby acknowledge and agree that the Documents, the Goods and the Proceeds are and shall remain subject to a pledge and security interest in favour of the Bank, coming into existence at or before the time of such release. The pledge shall be perfected by constructive possession through the Bank's rights over the Documents and shall remain valid until full discharge of your liabilities.

2.2 You undertake and agree to hold all Documents, the Goods and the Proceeds solely as depositary and mandatary for the Bank, and not otherwise. This agreed arrangement authorises you to handle, store, transport, and sell the Goods exclusively on behalf of the Bank, subject to the Bank's instructions if applicable.

2.3 A copy of the computer generated collection advice enclosing or advising you of the receipt of the Documents and your signed confirmation thereunder that you undertake to hold the Documents, Goods and the Proceeds on trust for the Bank as the Bank's depositary and mandatary on terms of the Trust Receipt shall be conclusive evidence of the creation and existence of a mandate, deposit and pledge in the Bank's favour of the Documents and the Goods to which they relate and the sale proceeds of the transaction. Such transaction shall be and constitute a transaction under the Trust Receipt governed by the terms and conditions of the Trust Receipt, as may be amended from time to time. The aforesaid terms and conditions are deemed to be incorporated into the aforesaid advice.

2.4 You further acknowledge that where less than a full set of shipping documents is released, the terms and conditions under this Trust Receipt and all rights of the Bank shall nevertheless apply in full.

2.5 Each release of Documents and/or Goods shall constitute a separate transaction subject to terms and conditions under this Trust Receipt, and you shall be deemed to have executed a separate application for Trust Receipt or related agreement for each such transaction.

2.6 You agree to sign all documents and/or additional agreements in relation to the Trust Receipt.

Clause 3: Ownership

1.1. Notwithstanding the release of the Documents and/or the Goods to you, you irrevocably acknowledge and agree that legal and beneficial ownership of the Documents, the Goods and the Proceeds shall, at all times until full and final discharge of all your liabilities to the Bank, vest in the Bank. You shall hold possession of the Documents, the Goods and the Proceeds strictly as depositary and mandatary for the Bank, and not otherwise.

Clause 4: Representations and Undertakings Specific to the Goods

4.1. You represent and warrant that: (a) no financing has been or will be obtained from any third party for or in respect of the Goods; (b) the Goods are free from any security, lien or encumbrance other than in favour of the Bank; and (c) you are not indebted to any buyer of the Goods and no buyer has any actual, contingent or future right of set-off against you which may lead to reduction of the Proceeds of sale payable on the Goods.

4.2. You irrevocably undertake to execute and acknowledge any bill of exchange, promissory note, trust receipt and/or other document required by the Bank in connection with the relevant transaction, and authorise the Bank to draw any bill of exchange on you for any amount due in respect thereof.

Clause 5: Acceptance and Waiver of Discrepancies

5.1. You agree that as Documents are released to you hereunder, you are deemed to have accepted the Documents and irrevocably waived all our rights to reject them on any ground.

5.2. Without prejudice to the generality of the foregoing, you agree to waive all irregularities, non-conformities and discrepancies as regards the value, numbers, marks, contents, weight, quantity and quality of the Goods under any contractual arrangement you may have with the supplier thereof. You further agree that the Bank may accept, or pay any draft and/or other documents presented in respect of the Goods under any letter of credit or collection, notwithstanding any discrepancy, non-conformity, irregularity, or failure to present any document required thereunder, all of which shall be deemed irrevocably waived by you. Such discrepancy or irregularity shall be deemed to include the delay in such tender or presentation of any documents and/or drafts beyond what is permitted by the terms of the letter of credit or the collection.

Clause 6: Sale of Goods and Handling of Proceeds

6.1. You ensure to handle all aspects of the Goods including landing, storing, holding, selling and delivering them solely on behalf of the Bank as a depositary and mandatary for the Bank.

6.2. You shall remit to the Bank the entire Proceeds received from the sale of the Goods immediately upon the receipt, without set-off or deduction.

6.3. All Proceeds from the sale of Goods must be deposited without delay into a designated account opened with the Bank, unless the bank agreed otherwise. The account must be held by you as a depositary and mandatary for the Bank, separate from your own funds. Pending remittance of the sale Proceeds to the Bank, you shall hold the same in a designated account to be timeously applied in payment against such of your indebtedness to the Bank as may arise out of or in connection with the letters of credit, collection bills or the Goods. You have no right to withdraw, use, or otherwise deal with the funds in the account except as expressly directed by the Bank. The Bank may apply the Proceeds to settle any outstanding liabilities you owe in connection with the relevant transaction, and you must comply without delay with any remittance or application requests from the Bank.

6.4. The Bank may receive Proceeds directly from buyers, and you shall provide all information and documentation reasonably required to enable the proper application of such Proceeds.

6.5. You shall promptly provide copies of sales invoices relating to the Goods and shall not sell the Goods on deferred payment terms, for non-monetary consideration or below market value without the Bank's prior written consent.

6.6. In the event that the Goods or the Documents was delivered to you directly from the seller, all such Goods and/or Documents shall upon receipt by you be held by you subject to the terms herein, and shall unless contrary instructions have been delivered by the Bank to you in compliance with the terms of this Trust Receipt . Without prejudice to the generality of the foregoing, you undertake to act as mandatary for and on the Bank's behalf for the purpose of effecting discharge, clearance, carriage, storage inspection, insurance and/or sale of the Goods.

Clause 7: Storage, Inspection and Control of Goods

7.1. Without prejudice to the other provisions herein, you agree to obtain delivery of and to warehouse the Goods on the Bank's behalf and to hand to the Bank upon the Bank's demand all warehouseman receipt, attornment or such document evidencing title or right of possession to the Goods. You shall keep the Bank informed at all times of any movement of the Goods from the place of storage. You further agree to comply with any of the Bank's instructions as to the means or manner of transporting, warehousing and storage of the Goods. In case the Goods shall be stored in the warehouse owned by you with the Bank's consent you undertake to keep the Goods separately from other goods, and to place them in the particular space allotted to the Bank.

7.2. You shall permit the Bank or its representatives to inspect the Goods and to take possession thereof at any time.

Clause 8: Insurance and Risk Relating to the Goods

8.1. You undertake, at your sole expense, to insure all Goods against all risks, including but not limited to fire, theft, flood, and marine risks, for their full value, and to hold the policies and proceeds as a mandatary for the Bank. In case of loss of or damage to the Goods, however caused, you agree to pay over to the Bank immediately all monies received from the insurers or otherwise in respect of such loss or damage and to make up any deficiency. The Goods are and shall remain at your risk. You also undertake to take all steps necessary for the recovery of any losses or damages suffered by the Bank in respect of the Goods, including, if required by the Bank, commencing proceedings in your own name or in the joint names of the Bank and yourself.

8.2. You will pay all freight warehouse dock transit and other charges rent and all other costs of and incidental to the Goods including but not limited to charges incurred in connection with the discharge, clearance, carriage, storage, inspection, insurance (including any premium) and/or sale of the Goods as well as import duty and other taxes thereof, if any.

8.3. All insurance policies and Proceeds shall be held on trust for the Bank and paid over immediately in the event of loss or damage.

8.4. If the Bank considers that the Goods have become insufficient as security for any reason, you shall provide additional security in such form and amount as the Bank may reasonably require.

Clause 9: Bank’s Disclaimer

9.1. The Bank shall not be responsible for the correctness, validity or sufficiency of any Documents or for the existence, character, quality, quantity, condition, value or delivery of the Goods.

Clause 10: Costs, Taxes and Indemnity

10.1. You shall bear all freight, warehousing, insurance, duties, taxes and any other costs or expenses relating to the Goods and/or this transaction.

10.2. You irrevocably and unconditionally agree that all present or future taxes, levies or charges of whatsoever nature payable on or in respect of any monies payable to the Bank (including fees, costs and expenses incurred by the Bank or its agent banks) shall be borne by and payable by you on demand, in addition to all other amounts payable under or in connection with the Trust Receipt. The Bank may, without prior notice, debit any of your accounts with the Bank for such amounts.

Clause 11: Indemnity

11.1. You shall irrevocably and unconditionally indemnify and hold harmless the Bank, its correspondents, agents, officers and employees against all actions, claims, demands, losses, damages, liabilities, costs and expenses (including legal costs on a full indemnity basis) of whatsoever nature, whether present or future, arising out of or in connection with this Trust Receipt, the Goods, the performance or non-performance of your obligations, or any act or omission by you or by any person for whom you are responsible.

11.2. This indemnity shall apply whether such losses or liabilities are incurred directly or indirectly by the Bank or any of the indemnified parties and shall survive the termination, repayment or discharge of the Trust Receipt.

Clause 12: Repayment and Set-Off

12.1. Without prejudice to the other provisions herein, you agree to repay the Bank the amount financed in connection with the Goods under this Trust Receipt together with all interests and charges payable to the Bank on the agreed due date.

12.2. The Bank may at any time at the Bank's discretion and without notice to you earmark, debit, combine or consolidate the balances on all or any of our accounts with the Bank (notwithstanding that any fixed deposit has not matured or any of the special conditions applicable to the deposit have not been satisfied) set off any sum or sums standing from time to time in or towards payment or satisfaction of all or any of your liabilities to the Bank. Any and all currency conversions shall be at the Bank's prevailing foreign exchange rate unless otherwise arranged beforehand.

Clause 13: Event of Default

13.1. Any breach of this Trust Receipt shall constitute an Event of Default under this Trust Receipt, the Customer Master Agreement and any other agreement or facility granted by the Bank, entitling the Bank to exercise all rights and remedies available to it.

Clause 14: Repossession and Enforcement

14.1. We hereby undertake, upon the Bank’s demand at any time (whether or not the purpose for which the Documents were delivered has been completed) or, in respect of any transaction for which the Bank has not received the proceeds, upon the Bank’s first demand, to forthwith return to the Bank the Documents, any other documents received by us in exchange or substitution for them, and the Goods represented thereby, and to comply promptly and fully with any instructions which the Bank may give in relation to the handling, removal, storage or other dealing with the Goods or any of them.

14.2. The Bank or its duly authorised representative shall, without any reference to or consent obtained from us, be entitled to repossess the Documents and/or take physical possession of the Goods, to enter any premises where the same are located (including by breaking open any door, lock or receptacle), to remove the same or any part thereof to any place the Bank may choose, to place them under the care of any person selected by the Bank, and to dispose of the Goods by sale or otherwise, without reference to us, at such price or for such consideration as the Bank may, in its absolute discretion, think fit.

14.3. You irrevocably waive any right to apply for or obtain any injunction, stay or other equitable relief which may restrain or otherwise prevent the Bank from exercising its rights of enforcement under this Trust Receipt.

Clause 15: Binding Effect and Continuing Effect

15.1. Where the Trust Receipt is executed by a firm or partnership, it shall be binding jointly and severally on all partners of such firm from time to time carrying on business in the name of such firm or under any name in which the business of such firm may be continued, notwithstanding the retirement or death of any partner or the admission of any new partner.

15.2. Where the Trust Receipt is executed by a company or other legal entity, it shall be binding on such company or legal entity and its obligations shall be enforceable against it in accordance with applicable law.

15.3. Where the Trust Receipt is executed by two or more persons, all obligations, liabilities, undertakings and agreements of the Customer under the Trust Receipt shall be joint and several.

15.4. The Trust Receipt shall be of continuing effect and shall not be discharged, impaired or otherwise affected by the death, bankruptcy, liquidation, incapacity or any change in the constitution of you and any of you, any amalgamation or reorganisation, or by any time, indulgence, settlement or other concession granted by the Bank. The Trust Receipt is in addition to and shall not prejudice or affect any other rights, remedies, securities or guarantees which the Bank may now or hereafter hold.

15.5. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Clause 16: No Waiver Without Written Consent

16.1. No failure or omission by the Bank to carry out fully any of the provisions of the Trust Receipt or any similar receipt or agreement or of the agreement under which the Bank issued a letter of credit under which the Goods were purchased, shall be deemed to be a waiver by the Bank of any of the Bank's rights or remedies under either or any of the said papers unless such waiver is given in writing duly signed and authorised by the Bank.

Clause 17: Consent to Disclosure of Information

17.1. Without prejudice to, and in addition to, any consent given by you under the Customer Master Agreement in relation to the collection, use and disclosure of personal data, you irrevocably consent to the disclosure by the Bank, the Bank's officers, agents and overseas branches, in any manner howsoever, of any account information relating to you including but not limited to details of your facilities, the securities taken, your credit balances and deposits with the Bank to (i) the Bank's head office, any of the Bank's representatives, documents checking and processing centres and branch offices in any jurisdiction, affiliates, (ii) any regulatory or supervisory authority including fiscal authority in any jurisdiction, (iii) any potential assignee of the Bank or any other participant in any of the Bank's rights and/or obligations in relation to your facilities, (iv) any guarantors, third party pledgors or security providers and the Bank's agents and independent contractors, (v) any insurers with whom insurance cover is taken out in connection with your application, and (vi) any third party for use in connection with the provision of Bank's products and services.

Clause 18: Governing Law and Dispute Resolution

18.1. This Trust Receipt and each transaction shall be governed by and construed in accordance with the laws of the Kingdom of Cambodia.

18.2. Any dispute, controversy or claim arising out of or in connection with this Trust Receipt shall, to the extent not resolved amicably between the Parties, be referred to and finally resolved by the National Commercial Arbitration Center of the Kingdom of Cambodia (“NCAC”) in accordance with the NCAC Rules being in force at the time of commencement of the arbitration. The arbitral tribunal shall consist of one (1) arbitrator failing which the arbitrator shall be appointed in accordance with the NCAC Rules. The seat and venue of the arbitration shall be Phnom Penh. The language of the arbitration shall be English.

CUSTOMER AGREEMENT ON WING BANK APP

Clause 1: Application and Acceptance

1.1 This Customer Agreement on Wing Bank App constitutes a legally binding agreement made between you personally through the Account that you registered with the Bank. You acknowledge that you have read and agreed to this Customer Agreement on the Wing Bank App prior to your registration and use of the Wing Bank App.

1.2 By accepting the Customer Agreement on Wing Bank App, you confirm that you are acting on your own and you are liable for any unauthorized transaction that was initiated under your name. You agree to accept any irregularities arising from such transactions without binding any liability to the Bank.

1.3 You understand that there might be possible circumstances whereby system failure or error which may occur due to uncertain events as a nature of service delivery in general. You are willing to cooperate with the Bank and to follow the Bank's applicable procedures and the principle of applicable law in place of resolutions without damaging the other party's interests. You acknowledge and agree for the Bank deduct and settle the error amount in your Account without having to obtain your consent on such gain or loss which has occurred due to banking system failure or any human error.

1.4 The information provided on the Wing Bank App is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

1.5 The Bank reserves the right to change, modify, add or remove any part of this Customer Agreement on Wing Bank App at any time by providing notice to you before it becomes effective. You will be deemed to have been made aware of and to have accepted the changes in any revised Customer Agreement on Wing Bank App by your continued use of the Wing Bank App.

1.6 If you do not agree with this Customer Agreement on Wing Bank App and its following amendments, your sole and exclusive remedy is to not continue the registration to Wing Bank App or stop using this Wing Bank App.

1.7 There may be information on the Wing Bank App that contains typographical errors, inaccuracies, or omissions, including descriptions, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Wing Bank App at any time, without prior notice.

Clause 2: Restriction of Use

2.1 The Wing Bank App is allowed for users who are 15 (fifteen) years old on the date of Account opening. Persons under this age are not permitted to use or register for the Wing Bank App unless they have permission from their parent or guardian to use the Wing Bank App and accept Customer Agreement on Wing Bank App.

2.2 Nevertheless, the users whose age is between 15 (fifteen) to under 18 (eighteen) years old will be subject to certain restrictions such as requesting Loan, use of card, limitation to transactions, withdrawal and/or money transfer from or to account within these limits and other restrictions imposed by the Bank.

Clause 3: Prohibited Activities

3.1 You may not access or use the Wing Bank App for any purpose other than that for which we make the Wing Bank App available. The Wing Bank App may not be used in connection with any commercial endeavor except those that are specifically endorsed or approved by the Bank.

3.2 As a user of Wing Bank App, you agree not to:

(1) perform any illegal payment transaction or money transfer or activities involving terrorism financing;

(2) systematically retrieve data or other Content from the Wing Bank App to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;

(3) use the Wing Bank App to advertise or offer to sell goods and services;

(4) engage in unauthorized framing of or linking to Wing Bank App;

(5) trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as username and password;

(6) make improper use of our support services or submit false reports of abuse or misconduct;

(7) interfere with, disrupt, or create an undue burden on the Wing Bank App or the networks or services connected to the Wing Bank App;

(8) attempt to impersonate another user or person or use the username and password of another user;

(9) use any information obtained from the Wing Bank App in order to harass, abuse, or harm another person;

(10) use the Wing Bank App as part of any effort to compete with us or otherwise use the Wing Bank App and/or the Content for any revenue-generating endeavor;

(11) attempt to bypass any measures of the Wing Bank App designed to prevent or restrict access to the Wing Bank App or any portion of the Wing Bank App;

(12) harass, annoy, intimidate or threaten any of our employees or agents engaged in providing any portion of the Wing Bank App to you; or

(13) upload or transmit (or attempt to upload or to transmit) viruses or other material, including excessive use and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Wing Bank App or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Wing Bank App.

Clause 4: Use Representations and Warranties

By using the Wing Bank App, you represent and warrant that:

(1) all digital-KYC you provided is true, accurate, current, and complete;

(2) you will maintain the accuracy of such digital-KYC and promptly update such digital-KYC if any change;

(3) you will use the Wing Bank App in good faith and in compliance with all applicable laws and regulations, including laws related to anti-money laundering and counter-terrorism financing;

(4) you have the legal capacity, and you agree to comply with this Customer Agreement on Wing Bank App;

(5) you will not use the Wing Bank App for any illegal or unauthorized purpose, illegal activities that would likely trigger any legal restrictions; and

(6) You agree to indemnify us, our affiliates, directors, employees, agents and representatives and to hold them harmless, from all damages, losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from your breach of the Customer Agreement on Wing Bank App or any other supplemental agreements with us.

Clause 5: Services and Products on Wing Bank App

5.1 You can use services and products available on Wing Bank App only if you are the holder of valid Account(s). Wing Bank App contains services and products provided by either the Bank or third parties who are authorized by the Bank to have their services and products accessed through Wing Bank App.

5.2 All the Bank's services and products on Wing Bank App are provided "as-is" basis and shall govern by this Customer Agreement on Wing Bank App and specific terms and conditions of each selected service and product. Your use of any service and product shall be bound by all terms and conditions as listed therein and subject to your utmost acceptance and compliance.

5.3 You may find services and products of third parties (any entity other than the financial institutions) on the Wing Bank App. For avoidance of doubt, the services and products of third parties on Wing Bank App are solely and primarily provided by those third parties at their discretion in accordance with the applicable laws. For this purpose, the Bank is only the provider of Wing Bank App as the channel to access each service and product of those third parties at your selection. Your use of third parties' services and products on Wing Bank App shall be bound by these Agreement and subject to your utmost acceptance and compliance with the terms and conditions of respective service and product provided by those third parties.

5.4 We do not guarantee that the colors, features, specifications, quality and details of the service/products displayed on Wing Bank App will be accurate, complete, reliable, current, or free of other errors, and your electronic display may not accurately reflect the actual colors and details of the service/products.

5.5 You agree that the exchange rate and calculation presented on Wing Bank App is for general reference only, and you understand that the exchange rate may not be presented in real-time and exchange rate applied to you in your actual transaction may be different than the rate presented on Wing Bank App.

Clause 6: Third-Party Site and Content on Wing Bank App

6.1 Wing Bank App may contain (or you may be sent via the Wing Bank App) links to other website ("**Third-Party Site**") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other Content or items belonging to or originating from third parties ("**Third-Party Content**").

6.2 Such Third-Party Site and Third-Party Content may not be investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Site through the Wing Bank App or any Third-Party Content posted on, available through, or installed from the Wing Bank App, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Site or the Third-Party Content.

6.3 The inclusion of, linking to, or permitting the use or installation of any Third-Party Site or any Third-Party Content does not imply approval or endorsement thereof by the Bank. If you decide to leave the Wing Bank App and access the Third-Party Site or to use or install any Third-Party Content, you do so at your own risk, and you should be aware that this Customer Agreement on Wing Bank App no longer govern your access to Third-Party Site and use of Third-Party Content.

6.4 You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Wing Bank App or relate to any applications you use or install from the Wing Bank App. Any purchase you make through the Third-Party Site will be through other sites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

Clause 7: Submissions

7.1 You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Wing Bank App ("**Submissions**") provided by you to the Bank are non-confidential and shall become our sole property. We shall have exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

7.2 You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

Clause 8: Electronic Communications, Transactions and Signature

8.1 Visiting the Wing Bank App, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email or on the Wing Bank App, satisfy any legal requirement that such communication be in writing. You hereby agree with the use of electronic signatures, contracts, orders, records, delivery of notice, policies and records of transaction initiated or completed by us or via Wing Bank App.

8.2 You hereby agree to waive any requirements for handwritten or wet-ink signatures, delivery or retention of non-electronic records, or payments or the granting of credits by any means other than electronic means unless such requirements are specifically mandated or required by applicable laws or regulations.

Clause 9: Management of Wing Bank App

We reserve the right, but not the obligation, to:

(1) monitor the Wing Bank App for violations of this Customer Agreement on Wing Bank App;

(2) take appropriate legal action against anyone who, in our sole discretion, violates the law or this Customer Agreement on Wing Bank App, including without limitation, reporting such user to law enforcement authorities;

(3) manage the Wing Bank App in a manner designed to protect our rights and property and to facilitate the proper functioning of Wing Bank App;

(4) request you to provide more digital-KYC documents if we found inadequate or missing digital-KYC, invalid identity document, or required digital-KYC document is not fulfilled; and

(5) revise or reverse transactions resulting from human or system errors that you are not entitled to and you agree that you will allow us to do so.

Clause 10: In-App Notification

We may send information about new or updated products or services, marketing, promotions, changes in any terms and conditions and other information about the Bank or any third party to you through in-app notification. We encourage you to turn on in-app notification so that you will stay up-to-date and alerted to the subject matter contained in that in-app notification.

Clause 11: Wing Bank App Security

11.1 You shall take responsibility for and use your best endeavors to prevent any unauthorized use of, and access to Wing Bank App on your mobile phone or other devices and to protect your personal information and security information including username and password at all times.

11.2 You must notify the Bank immediately upon being aware of:

(1) Your mobile device has been lost or stolen;

(2) Your security information has become known or may be known by another person;

(3) Another person may be able to unlock your mobile device and Wing Bank App;

(4) There has been unauthorized access to your Account through Wing Bank App; and

(5) You notice that Wing Bank App is requesting you to re-activate the application, which means that Wing Bank App is being activated with your security information on other devices.

Clause 12: Intellectual Property

12.1 Unless otherwise indicated, the Wing Bank App is our proprietary property and all source code, databases, functionality, software, designs, audio, video, text, photographs, and graphics on the Wing Bank App (collectively, the "**Content**") and the trademarks, service marks, and logos contained therein (the "**Marks**") are owned or controlled by us or licensed to us.

12.2 The Content and the Marks provided on the Wing Bank App are on "as is" basis and those are for your information and personal use only. Except as expressly provided in these terms and conditions, no part of the Wing Bank App and no Content or Marks may be copied, reproduced, aggregated, republished, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written consent.

12.3 Provided that you are eligible to use the Wing Bank App, you are granted a limited license to access the Wing Bank App and use the Wing Bank App and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal and non-commercial use.

Clause 13: Limitation of Liability

In no event will we or our directors, employees or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special or punitive damages including but not limited to loss of profit, loss of revenue, loss of data or other damages arising from your use of the Wing Bank App, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the service fee charged by us.

Clause 14: Modification and Interruptions

14.1 We reserve the right to change, modify, or remove the Content of the Wing Bank App at any time or for any reason at our sole discretion without notice to you. However, we have no obligation to update any information on our Wing Bank App. We also reserve the right to modify or discontinue all or part of the Wing Bank App without notice at any time.

14.2 We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Wing Bank App.

14.3 We cannot guarantee the Wing Bank App will always be available. We may experience hardware, software, or other problems or need to perform maintenance related to the Wing Bank App, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Wing Bank App at any time or for any reason without notice to you.

14.4 From time to time, the Bank may force you to update Wing Bank App to the latest version for security and compatibility reasons. You might not be able to continue using the old version of Wing Bank App unless you update to the latest version.

14.5 You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Wing Bank App during any downtime or discontinuance of the Wing Bank App. Nothing in this Customer Agreement on Wing Bank App will be construed to oblige us to maintain and support the Wing Bank App or to supply any corrections, updates, or releases in connection therewith.

SCHEDULE A: ABBREVIATIONS AND DEFINITIONS

LIST OF ABBREVIATIONS AND DEFINITIONS

In this Customer Master Agreement, unless the subject matter or context herein requires otherwise:

ABC	:	refers to Association of Banks in Cambodia.
Acceptance Date	:	refers to the specific date and time whereby you accept or agree to this Customer Master Agreement.
Account	:	refers to all types of bank accounts in any currency which you open with the Bank, including current accounts or saving accounts, either in the form of personal or joint accounts.
Affiliate	:	refers to, with reference to any person, any other person Controlling, Controlled by or under common Control with such person.
Agreement	:	refers to Customer Master Agreement including its annexure and schedule which binds your obligations with the Bank and this agreement may be amended or supplemented from time to time.
ATM	:	refers to automated teller machines owned and operated by the Bank which enables customers to process cash withdrawal, cash deposit, money transfer and payment.
Authorized Dealer	:	refers to Bank's staff who are authorized by the Bank to conduct or confirm the deal with customers on specific services and products.
Auto Direct Debit	:	refers to a service provided by the Bank which enables you to schedule your payable and due payment to your biller, creditor or as your commitment by debiting directly a certain amount of fund from your Account(s).
Bakong (KHQR)	:	refers to a service provided by the NBC which allows you to make payment or money transfer between the account and Bakong Member Account via Bakong System.
Bakong Member	:	refers to any bank or financial institution which is approved by the NBC to participate in Bakong System.
Bakong Member Account	:	refers to any bank account opened or maintained by Bakong Member.
Bakong System	:	refers to a system built or created by the NBC to facilitate Payment Service between Account and Bakong Member Account.
Bank Partner	:	refers to individual or entity who cooperates or partners with the Bank or use any of the Bank's service to initiate its operations via the Bank's service or the Bank System including but not limited to biller, lender, merchant, employer, reward issuer, fleet card issuer.
Bank Platform or Bank Channel	:	refers to customer touch points including but not limited to the Digital Platform, branch office of the Bank, Wing Terminal (POS), ATM, Wing Agent and other platform/channel developed, owned or operated by the Bank and other platform or channel of the Bank Partner which allows you to access and use the Bank's products or services.
Bank System	:	refers to Bank's software contained on the Bank Platform, which enables you to use and process Payment Service by providing Payment Order to the Bank, including but not limited to fund management in Account and exchange information with the Bank and Bank Partner in accordance with this Customer Master Agreement.
BG	:	refers to a type of trade finance product offered by the Bank, serving as a written assurance to pay a specified sum to the beneficiary if you fail to fulfill the contractual obligations.
Bill Payment	:	refers to the service provided by the Bank which allows you to make payment of any bill or Loan to Payee via Bank System including but not limited to utilities bill, credit card, insurance premium, school bill, charity donation and so on.
Borrower	:	refers you or an entity or individual who owes Loan with the Bank, subject to Loan Agreement.

Business Hour	:	refers to the times when the business is open to customer in Cambodia.
Card	:	refers to any Credit or Debit Card issued by the Bank or the Issuing Entity to its cardholder that allows the Cardholders to make payment via Card Scheme or Bank System.
Card Scheme	:	refers card payment companies network linked with the Card including but not limited to Union Pay, Mastercard, Visa and so on.
Cardholder	:	refers to you identified as owner of the Card.
Cash-in and Cash-out	:	refers to a service provided by the Bank which enables you to withdraw cash from or deposit cash to the Account at the Bank Channel made available by the Bank from time to time.
CBC	:	refers to Credit Bureau of Cambodia.
Cheque	:	refers to a signed and dated written Customer Instruction issued by you to the Bank or other financial institutions to process your fund transfer.
Closed-Loop Card	:	refers to the payment card issued by the Bank that can be used at a specific merchant but not on global networks.
Control	:	refers to, in relation to a person, where another person (or persons acting in concern) has or obtains direct or indirect control of more than 50% (fifty percent) of the total voting rights or, direct or indirect, control of the power to direct or cause the direction of the management of that person.
Credit Card	:	refers to a Card that allows Cardholder to borrow money from the Bank and to buy goods up to a certain limit without paying for them immediately, but only after a period as set out by the Bank and to the extent permitted by law.
CRS	:	refers to Credit Reporting System.
CSS	:	refers to Cambodian Shared Switch.
Customer Authentication	:	refers to set of activities carried out by the Bank to verify your identity or validity of the use of specific payment order, including but not limited to the use of the password, PIN code, username or 3D secure in accordance with procedure set by Bank System.
Customer Instruction	:	refers to an instruction issued by you to the Bank to initiate or activate any feature or function of the Bank's product or service.
Debit Card	:	refers to a payment card that deducts money directly from your Account to pay for a purchase. It can also allow Cardholders to withdraw cash from their Account through ATM, especially acting as the ATM card.
Digital Platform	:	refers to any electronic, digital or application developed, owned or operated by the Bank to provide information and services including but not limited to Facebook page, website, Wing Bank App and web-portal.
Digital Redemption	:	refers to a service provided by the Bank which allows redemption of Digital Reward at the available Bank Channel.
Digital Reward	:	refers to gift or prize or money transfer bind with unique code issued by the Bank Partner.
Due Date	:	refers to specific date determined by the Bank where Cardholder is required to settle the total or minimum due payment.
FEC	:	refers to Foreign Exchange Contract.
Fleet Card Payment	:	refers to a service provided by the Bank which allows you to make payment on products or services to Payee via co-branding Card issued by the Bank and Bank Partner at the available Bank Channel.
Foreign Currency	:	refers to the currency used by a foreign country as its recognized form of monetary exchange.
Foreign Exchange Contract Confirmation	:	refers to the letter of confirmation issued by the Bank for each individual FEC.

Foreign Exchange Transaction or **FX Transaction**	:	refers to a transaction providing for the purchase of an agreed amount in one currency by one party to such transaction in exchange for the sale by it of an agreed amount in another currency to the other party to such transaction.
Fund Transfer	:	refers to a service provided by the Bank for a movement of fund, within the Bank or interbank, local or international, from a sender to a receiver with a bank account or without a bank account including but not limited to Wing Wei Luy, Code to Wing, SWIFT transfer, MoneyGram, Western Union, RIA, UnionPay, cheque and so on.
Hypothec	:	refers to hypothecation created by the hypothecated creator on the hypothecated property for the benefit of the Bank to secure the performance of obligations related to certain transactions or obligations.
Interest Rate	:	refers to percentage of interest charge on loan principal by the Bank.
IRS	:	refers to Internal Revenue Department.
Issuing Entity	:	refers to any entities who issue local and international card payment to its Cardholder.
KHR	:	refers to Khmer Riel which is the official currency of Cambodia.
KYC	:	refers to Know Your Customer.
LC	:	refers to Letter of Credit.
Loan	:	refers to credit facilities provided by the Bank or its Bank Partner, subject to its specific terms and conditions.
Loan Application	:	refers to credit requests issued by you to request specific Loan or credit service from the Bank or the Bank Partner.
Loan Approval Fee	:	refers to fee charged by the Bank regarding the provision of Loan to the customers.
Loan Documents	:	refers to any documents related to Loan including but not limited to Loan Agreement, guarantee agreement (either personal or joint or corporate guarantee), hypothec agreement, vehicle pledge agreement, security over term deposit agreement, special pledge agreement, account pledge agreement and other related security agreements.
Mastercard	:	refers to Mastercard Inc.
Mobile Operator	:	refers to any mobile operator who cooperates with the Bank to enable its subscriber to purchase airtime or balance top-up (either pin code or pinless).
Mobile Phone Top-Up or MPTU	:	refers to service provided by the Bank which allows you to make payment of mobile balance top-up to Mobile Operator via Bank System at the Bank Channel made available from time to time.
NBC	:	refers to National Bank of Cambodia.
Opened-Loop Card	:	refers to payment cards linked to payment networks including but not limited to Visa and Mastercard.
OTP	:	refers to one time password.
Password or **PIN Code**	:	refers to combination of letters, numbers or symbols serving as your login code to access in the Bank System or authorisation of the Payment Order.
Payment Order	:	refers to a Customer Instruction issued by you or the Bank Partner to the Bank for requesting the execution of the payment transaction or redemption of Digital Reward.
Payment Service	:	refers to a service provided by the Bank to facilitate the payment between different parties including but not limited to Wingpay, Bakong (KHQR), Cash-in and Cash-out, Bill Payment, Auto Direct Debit, Payroll, Digital Redemption, Fleet Card Payment, Phone Top-Up services and other payment related services as enabled by the Bank and to the extent permitted by the applicable laws from time to time.
Payroll	:	refers to a service provided by the Bank which activates your Account to receive salary and other benefits from your employer.

Primary Card	:	refers to first card issued by the Bank or Issuing Entity to the Cardholder.
Primary Cardholder	:	refers to a person whose primary account is opened under the name of that person.
Privacy Policy	:	Privacy Policy of Wing Bank (Cambodia) Plc available on its official website - www.wingbank.com.kh
Recipient or Payee	:	refers to individual or entity who is the intended recipient of fund which have been subject to Payment Order including but not limited to the Bank Partner, Bakong Member, employee assigned by the Bank Partner.
Royal Group Companies	:	refers to any of registered companies affiliated or classified as under common control with Royal Group of Companies Ltd. and such a classification may be amended from time to time. Royal Group Companies includes Wing Bank (Cambodia) Plc and Royal Group Life Insurance Plc (RGI).
Save for Goal	:	refers to a goal fixed term deposit held at the Bank which is designed to help individuals save toward a specific financial goal—such as buying a car, funding education, or going on a vacation—by locking in a fixed amount of money for a set period at a guaranteed interest rate.
Save for Goal Account		refers to an Account you opened with the Bank for purpose of Save for Goal.
Saving Account	:	refers to an interest-bearing account held at the Bank and typically pays a modest interest rate. There are various savings account types at the Bank to fit customer's needs including but not limited to standard savings account, SME savings account, corporate savings account. Each type of savings account is offered with different features and may be subject to different terms and conditions regarding account opening.
SBLC	:	refers to type of trade finance product offered by the Bank, serving as a guarantee that payment will be made if you are at fault.
Security Creator	:	refers to entity or individual who agrees to provide its asset or property or financial to secure your specific Loan pursuant to applicable law.
Service Provider	:	refers to third party service provider, consultant or advisor who provides service to the Bank or Bank Partner;
SMS	:	refers to Short Message Service.
Supplementary Card	:	refers to additional Card issued by the Bank or Issuing Entity to the Cardholder or any third party assigned by the Cardholder, subject to the Cardholder's request.
Supplementary Cardholder	:	refers to the holder of the Supplementary Card.
SWIFT	:	refers to Society for Worldwide Interbank Financial Telecommunication.
Term Deposit	:	refers to your saving of specific amount in a fixed period with the Bank.
Term Deposit Account	:	refers to an interest-bearing and contract-based account held at the Bank that requires an account balance to be placed within a particular period of time.
UCP 600	:	refers to a set of rules under Uniform Customs and Practice for Documentary Credits used for trade finance.
U.S or USA	:	refers to The United States of America.
USD	:	refers to United States Dollar.
Username	:	refers to unique name or code that identify the customer's Account or username.
Visa	:	refers to Visa Inc.
Wing Agent	:	refers to individual or entity who contracts with the Bank to operate as the Bank's agent service provider.
Wing Bank App	:	refers to a mobile application owned and operated by the Bank.

Wing Terminal (POS)	:	refers to operational tool provided by the Bank to Payee as service's channel to accept payment of customer.
Wingpay	:	refers to a Payment Service provided by the Bank which allows you to make payment to Payee via the Bank System, either local or international, including but not limited to Wingpay, WeChat, Alipay, MasterPass and Xnap.