

## PRIVACY CONSENT AND ACKNOWLEDGEMENT

- 1.1 I agree that the Bank and any affiliates (the 'Parties') may exchange with each other any information about me.
- 1.2 If any one of the Parties engage anyone (a 'Service Provider') to do something on their behalf (for example a data processor or matching) then I agree the Parties and the Service Provider may exchange with each other any information herein.
- 1.3 The Bank might give any information to entities other than the Parties and the Service Provider where it is required or allowed by law or where I have otherwise consented.
- 1.4 I agree that any information provided herein can be used by the Parties and any Service Provider to open the account I have requested and for account administration, planning, product development and research purposes.
- 1.5 I agree to review account statement within sixty (60) days from the statement date (which is due by each month-end of calendar month) on paper or e-statement which is accessible through branch and/or online banking service because I am in the best position to detect any suspicious transaction. My failure to exercise ordinary care will constitute negligence and will preclude me from asserting against the Bank any unauthorized transaction on my account. I further indemnify the Bank from paying any discrepancy as result of my negligence.
- 1.6 I acknowledge that there might be possible circumstance whereby dissatisfaction or dispute would occur between parties. I am willing to cooperate with the Bank to find solution and follow the Bank's applicable procedure and principle of applicable laws for resolutions.
- 1.7 I acknowledge that accounts must be active, used in declared purpose, and conducted in satisfactory manner. Inoperative account will be classified as 'dormant' and be subject to fee charge and controlled actions imposed by the Bank. Further, I acknowledge that it is my obligation to keep account in 'active' manner and any dormant balances for 10 consecutive years or more might be transferred to the National Bank of Cambodia (NBC) for administration without a need of my further consent as required under applicable law.
- 1.8 Specific notes for **Trading** Account Term
  - I hereby request the Bank to open a **Trading** Account for investment in derivatives and other securities allowed by legislation and regulation of Cambodia.
  - I hereby declare my awareness and understanding that my investments may lead to risk of financial loss and I agree to make such investments at my own risk.
  - I hereby agree and acknowledge that the Bank will facilitate me to open a **Trading** Account only. It does not have any relationship with the Broker or other beneficiary whom I have been working with on the investment and therefore, I agree to resolve any issue related to my investment with the Broker or other beneficiary myself.
  - I hereby agree that the Bank will levy service charge for the service rendered to me including but not limited to the monthly service charge and/or any applicable service charge that the Bank may impose from time to time with reasonable notice via the Bank's channel and I agree that the Bank may collect such charges from any of my accounts with the Bank.
  - I hereby agree that the transaction made by me to the Broker or other beneficiary account will only be initiated from my **Trading** Account only, failing which I shall request the receiving party to reverse the amount back to my account so that I can rectify that transaction afterwards.
  - I hereby agree that the Bank is not obliged to verify or validate the accuracy of information input by me on the transaction I made whether over the counter or over electronic channel and therefore, I agree that the Bank can't be held responsible for such errors.
  - I agree that the Bank may from time to time require me to submit relevant documents to support the transaction between me and the receiving party and I agree to cooperate with the Bank to find solution in any circumstances.
  - I declare that the transaction between me and the receiving party is not related to any illegal activities and/or money laundering and/or terrorism finance. If any such of this may occur, I agree that the Bank has the right to suspend or block any transaction or amount for further investigation.
  - I hereby agree to indemnify the Bank, its employees, agents, representatives and nominees on a full indemnity basis from and against all actions, claims, proceedings, demands, losses, damages, harms (including direct, indirect or consequential) costs, expenses, charges, taxes, penalties and legal costs and any other liabilities of whatsoever nature which the Bank may incur or suffer by reason of:
    - a) Accepting my request to open the **Trading** Account;
    - b) Accepting the instruction to process any amount of money from my accounts to the Broker's or other beneficiary's account either via the counter or via electronic channels whether the instruction is submitted with or without error or as fraudulent activity;
    - c) Having a losing investment fully or partially;

- d) Acting upon, delaying acting upon, or refraining from acting upon an Instruction and complying generally with its obligations or enforcing its rights under the Terms & Conditions.

2.1 I agree:

- That documents presented for identification purposes may be verified by the Bank with an appropriate authority;
- To be bound by the terms and conditions which apply from time to time to this account opened by me with the Bank;
- To acknowledge having read a copy of the Account Product Disclosures that applies to this account/these accounts. I believe the details provided, inclusive of this form to be true and correct.
- That I have thoroughly reviewed and verified the information and immediately notice the Bank of any incorrect information before I sign this application.