

## KBZ BANK “SPECIAL CASH FIXED DEPOSIT ACCOUNT” TERMS AND CONDITIONS

The following special conditions apply to the “Special Cash Fixed Deposit Account” at Kanbawza Bank Limited (hereinafter referred to as the “KBZ Bank”).

### 1. DEFINITIONS

- 1.1. **‘Account’** means to the KBZ Bank “Special Cash Fixed Deposit Account”.
- 1.2. **‘Business Day’** means a day other than a Saturday, Sunday, public holiday or bank holiday in Myanmar.
- 1.3. **‘CASA’** refers to the Current Account, Call Account, or Savings Account with KBZ Bank.
- 1.4. **‘CBM’** means the Central Bank of Myanmar.
- 1.5. **‘Certificate of Term Deposit’** refers to a certificate issued by KBZ Bank to the Customer upon acceptance of fixed term deposit which mentions the applicable interest rate, Maturity date and Tenor.
- 1.6. **‘Customer’** refers to a KBZ Bank customer holding the Special Cash Fixed Deposit Account at KBZ Bank.
- 1.7. **‘Interest’** refers to the interest rate that will apply to the Customer’s account for the duration of the fixed term.
- 1.8. **‘KBZ Bank’** means Kanbawza Bank Limited and all the branches of KBZ Bank, including any branches that shall be set up by KBZ Bank in the future.
- 1.9. **‘Maturity’** refers to the day that the fixed term comes to an end which is also the last day on which interest will be paid.
- 1.10. **‘Myanmar Kyat’** refers to the official currency of the Republic of the Union of Myanmar.
- 1.11. **‘Cash Account’** refers to special category of account can deposit/ withdrawal unlimited.
- 1.12. **‘Schedule of Fees’** refers to the list of fees collected by KBZ Bank that may change from time to time at KBZ Bank’s discretion.
- 1.13. **‘Tenor’** refers to the fixed period for which the Customer has invested the funds, which will start from the time the minimum amount is deposited into the Special Cash Fixed Deposit account.
- 1.14. **‘Website’** refers to the KBZ Bank Website at [www.kbzbank.com](http://www.kbzbank.com).

### 2. OPENING OF AN ACCOUNT WITH KBZ BANK

- 2.1 The Customer is required to complete all relevant application forms provided by KBZ Bank and must provide all required documents in order to open an account with KBZ Bank.



- 2.2 The Customer must be able to provide a national identification card (NRC) or an acceptable government issued identification card.
- 2.3 As an individual, the Customer must be the legal age of 18 and above; and possess the competency to enter into contracts to open an account.
- 2.4 As a business Special Cash Fixed Deposit Account, businesses or associations shall be located in Myanmar and registered in respective regulatory authorities properly.
- 2.5 The Customer must be able to provide the required documents in order to open a business or an association of Special Cash Fixed Deposit Account.
- 2.6 The Customer shall pay 100% cash deposit or funded by transfer from only Cash Account into the Special Cash Fixed Deposit Account. Funding from any other ordinary accounts is prohibited.
- 2.7 The Customer must be referred by two introducers at the KBZ branch when opening an account.
- 2.8 All the account/s held by the name of an individual shall be operated solely by the individual. Account/s held by the name of a company shall be operated by the designated person/s approved by such company and evidenced by a letter approving such designation.
- 2.9 For Special Cash Fixed Deposit Account., an initial CASH deposit of not less than 1,000,000 Myanmar Kyats must be deposited into a “Cash Account –Call, Current or Savings” before such a Special Cash Fixed Deposit can be set up. The minimum deposit may be revised at any time by KBZ Bank without prior notice.
- 2.10 KBZ Bank will issue the Certificate of Term Deposit which states the Tenor and applicable interest rate accordingly.

### 3. ACCOUNT OPERATION

- 3.1 The Customer is required to maintain a minimum balance as required by the account type.
- 3.2 The available Tenors for this Special Cash Fixed Deposit are thirty (30) days and ninety (90) days. However, KBZ Bank may withdraw the offer or change the applicable Tenor(s) for this Special Cash Fixed Deposit Account at any time. Kindly check with KBZ Bank branches for updated information.
- 3.3 Kindly check with our branches for information about the applicable Fixed Deposit interest rate.
- 3.4 Interest on a Special Cash Fixed Deposit Account may be changed at any time at KBZ Bank's sole discretion.
- 3.5 KBZ Bank is entitled to collect charges and fees on the account as stated in KBZ Bank's Schedule of Fees.
- 3.6 Premature upliftment of Special Cash Fixed Deposits Account with KBZ Bank is **not** permitted.



#### 4. TERM OF THE CONTRACT AND DATE OF MATURITY

The term of the contract shall begin on the date on which the contractually agreed deposit is credited to the Special Cash Fixed Deposit Account. If the Maturity date does not fall on a bank Business Days, repayment of the Special Cash Fixed Deposit Account shall be made on the next bank Business Day.

#### 5. RENEWAL OF SPECIAL CASH FIXED DEPOSIT ACCOUNT

The Customer shall instruct KBZ Bank in writing at least seven (7) days before the Maturity date whether the Customer wants –

- 5.1 to renew the Special Cash Fixed Deposit Account or;
- 5.2 to pay the deposit or funded and interest on the Maturity date.
- 5.3 If the Customer desires to renew the Special Cash Fixed Deposits Account, KBZ Bank shall renew the Special Cash Fixed Deposits Account for a similar term with interest rate for the term subject to the continuing availability of such a 'Special Cash Fixed Deposit' at that time.
- 5.4 KBZ Bank shall, at its sole discretion, have the right to vary the interest rate.
- 5.5 If the Special Cash Fixed Deposit facility is withdrawn in the future, Customer may instruct KBZ Bank upon Maturity of the deposit to create an ordinary fixed deposit or credit a CASA account held with KBZ Bank with the Maturity proceeds. KBZ Bank also reserves the right to automatically convert such maturing deposits into 'ordinary fixed deposit' if the 'Special Cash Fixed Deposit' scheme is withdrawn.

#### 6. REPAYMENT

If the customer chooses not to renew the Special Cash Fixed Deposits Account, the deposit or fund shall be transferred to the "Cash Account – Call" or "Cash Account – Current" or 'Cash Account-Savings" or to any other ordinary Current/ Call accounts of the Customer with KBZ Bank on the date of Maturity. Maturity proceeds are not payable 'over the counter'. **Customers are strongly advised to open Cash Account-Call/Current/Savings as any cash withdrawal of balances in Ordinary Current/ Call accounts or Cash Accounts have restrictions as per CBM and KBZ Bank guidelines.** No premature upliftment is permitted. On completion of repayment, the Special Cash Fixed Deposit Account shall be closed automatically.

#### 7. TRANSFERABILITY

- 7.1 The Special Cash Fixed Deposit Account and related services provided to the Customer are not transferable under any circumstances and shall be used only by the Customer.
- 7.2 KBZ Bank shall have the right to transfer, assign or sell all its rights, benefits or obligations to any person and these Terms and Conditions, shall continue to be in force and effect for the benefit of the successors and assigns of KBZ Bank.
- 7.3 Upon the Customer unsounded or unable to carry out any matters for any reason as the Customer, the beneficiaries are entitled by the legal representatives or the lawful guardian to the balance or share of the account according to the specified instruction of KBZ Bank.
- 7.4 Upon the passing of one account holder for joint Account/s opened by two or more persons of mature age, the surviving account holders or beneficiaries are entitled to the balance of the account.
- 7.5 In the event of the non-delegated depositor's death, the balance shall be issued without the need for a certificate of inheritance or inheritance to the spouse, children, legally adopted children, or if not possible, the grandchildren or the parent, the sibling who can present the required document.

## **8. ENCUMBRANCES**

The Customer shall not create or permit to subsist, any encumbrance or third party interest over or against the Special Cash Fixed Deposit Account with KBZ Bank or any monies lying therein without KBZ Bank's prior written consent.

## **9. RIGHT OF SET OFF**

The Customer is obliged to return any excess funds inaccurately credited due to erroneous transactions by a third party or by KBZ Bank or for any reason. Where such funds do not rightfully belong to the customer, KBZ Bank may deduct such excess deposits without any restriction, notice or by all reasonable other means.

## **10. WAIVER**

- 10.1 No failure or delay by KBZ Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege constitute as a waiver.
- 10.2 The rights and remedies of KBZ Bank as stated herein shall be cumulative and not exclusive of any rights or remedies provided by law.

## **11. FORCE MAJEURE**



The Customer understands that KBZ Bank shall not be liable for any failure of or delay in the performance of this services for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, fire, flood, torrential rain, storm or other extreme weather conditions, riot, insurrection, civil commotion, sanctions, boycott, failure of electricity, equipment failure, or any other force majeure event. KBZ Bank performance of these services will, to the extent that it is prevented, hindered or delayed by such circumstances, be suspended until such circumstances cease to exist. KBZ Bank will not be liable to the Customer or any other party or be considered in breach of this terms and conditions for a failure to perform, or delay in performing, any such obligation set out in this terms and conditions while those circumstances continue.

## **12. ANTI-MONEY LAUNDERING AND SANCTIONS**

- 12.1 KBZ Bank is subject to anti-money laundering laws in the Republic of the Union of Myanmar and certain countries, which may prohibit KBZ Bank from entering or concluding transactions involving certain persons or entities.
- 12.2 The Customer must provide all information required by KBZ Bank in order to manage its anti-money laundering or counter-terrorism financing and risks from the economic trade sanctions or to comply with any other laws and regulations of the Republic of the Union of Myanmar.
- 12.3 The Customer declares and undertakes that the process of any transactions by KBZ Bank will not breach any of the laws in Myanmar or any other country.

## **13. INDEMNITY**

- 13.1 The Customer hereby agrees that he/she shall, at his/hers own expense, indemnify, defend and harm KBZ Bank from and against any and all liability, any other loss that may occur arising from or relating to the operation or use of the Special Cash Fixed Deposit Account or breach, nonperformance or inadequate performance by the Customer of any of these Terms and Conditions or the acts, errors, representations, misrepresentations, misconduct or negligence of the Customer in performance of its obligations.
- 13.2 Under no circumstances shall KBZ Bank be liable to the Customer for any direct, indirect incidental, consequential, special or exemplary damages in connection with the operation of the Special Cash Fixed Deposit Account.
- 13.3 KBZ Bank shall not be liable for any failure to perform any obligation contained in these Terms and Conditions or for any loss or damage whatsoever suffered or incurred by the Customer howsoever



caused and whether such loss or damage is attributable (directly or indirectly) to any dispute or any other matter or circumstances whatsoever.

- 13.4 The Customer shall indemnify KBZ Bank as collecting banker for any loss or damage which KBZ Bank may incur or suffer by guaranteeing any endorsement or discharge on a Cheque, bill or other instrument presented for collection and such guarantee as given by KBZ Bank shall be deemed to have been given in every case at the Customer's express request.
- 13.5 The Customer shall keep KBZ Bank indemnified at all times against, and save KBZ Bank harmless from all actions, proceedings, claims, losses, damages, costs, interest (both before and after judgment) and expenses (including legal costs on a solicitor and client basis) which may be brought against or suffered or incurred by KBZ Bank in resolving any dispute relating to the Customer's Account with KBZ Bank or in enforcing KBZ Bank's rights under or in connection with the Terms and Conditions contained herein, or which may have arisen either directly or indirectly out of or in connection with KBZ Bank performing its obligations hereunder or accepting instructions, including but not limited to, fax and other telecommunications or electronic instructions, and acting or failing to act thereon.
- 13.6 The indemnities as aforesaid shall continue notwithstanding the closure of the Special Cash Fixed Deposit Account.

#### **14. DISCLOSURE**

The Customer hereby irrevocably authorizes KBZ Bank to disclose, as and when KBZ Bank is required to do so in order to comply with the applicable laws or when KBZ Bank regards such disclosure as necessary or expedient, (including but not limited to disclosures for the purpose of credit review of any account, service/s or credit facilities received by the Customer from KBZ Bank whether singly or jointly with others or otherwise), any information relating to the Customer, his/her Account(s) or other assets or credit facilities whatsoever held on the Customer's behalf to:

- 14.1 The head office, affiliates, or any other branches or subsidiaries of KBZ Bank;
- 14.2 Auditors, professional advisers and any other person(s) under a duty of confidentiality to KBZ Bank;
- 14.3 Vendors, installers, maintainers or servicers of KBZ Bank's computer systems;
- 14.4 Any exchange, market, or other authority or regulatory body having jurisdiction over KBZ Bank, its head office or any other branch of KBZ Bank or over any transactions effected by the Customer or the Customer's Account;
- 14.5 Any party entitled to make such demand or request;





- 14.6 Any person with whom KBZ Bank contracts or proposes to contract with regard to the sale or transfer or sharing of any of its rights, obligations or risks under the Terms;
- 14.7 Any person (including any agent, contractor or third party service provider) with whom KBZ Bank contracts or proposes to contract with regard to the provision of services in respect of the Customer's Account(s) or Facilities (as the case may be) or in connection with the operation of KBZ Bank's business;
- 14.8 Any person employed with, or engaged as an agent by, KBZ Bank or its head office or affiliates, including any relationship officers for the purposes of or in connection with interactions with the Customers or providing services to the Customers or processing transactions pertaining to the Customers' Accounts or Facilities; and
- 14.9 To enable KBZ Bank to centralize or outsource its data processing and other administrative operations) to KBZ Bank's head office, its affiliates or third parties engaged by KBZ Bank for any such services / operations.
- 14.10 Any government/regulatory / judicial authority / agency in case of default, if any committed by the Customer in discharge of its / his / her obligation.

## **15. GENERAL**

- 15.1 Customer shall notify KBZ Bank as early as possible of any change to his/her address, contact number or any other particulars supplied to KBZ Bank by the Customer.
- 15.2 Customer must physically be present in KBZ Bank's branch if he / she / it elect to close their Special Cash Fixed Deposit Account.
- 15.3 When closing the Special Cash Fixed Deposit Account, the Customer must immediately return their Certificate of Term Deposit.
- 15.4 KBZ Bank reserves the right to close the account at any time for sufficient reasons and also has the right to close the accounts which remains 'zero (0)' for the period time prescribed by KBZ Bank.
- 15.5 KBZ Bank has the right to deactivate/suspend the account if the account is inactive or dormant for the period of time defined by KBZ Bank. In such case, Customer has to reactivate the account by physically present at the account opening branch and shall fulfill all KYC (Know Your Customer) formalities required by KBZ Bank.
- 15.6 KBZ Bank may report the principle of Dormant Accounts to the Central Bank of Myanmar as required by the law from time to time.
- 15.7 KBZ Bank reserves the right to change or amend terms and conditions of this product at any time without prior notice including but not limited to interest rate, Tenor, minimum balances, processes and other conditions contained herein.



- 15.8 This product may be cancelled or withdrawn at any time for any reason at KBZ Bank's sole discretion without prior notice.
- 15.9 The operation of the Account is subject to the laws and regulations of the Republic of the Union of Myanmar.

## 16. INTELLECTUAL PROPERTY RIGHTS

KBZ Bank is an owner of all intellectual property rights, whether in contents or wording, pictures, signs, logo, trade service marks, trade name as well as all design works, in all documents and websites of KBZ Bank. The Customer must not exploit the intellectual property right of KBZ Bank or make any advertisement without receiving prior written consent from KBZ Bank. We shall not perform or allow any third party to perform any action that might cause damage to the image, trademark, trade name or other intellectual property right of KBZ Bank.

## 17. AMENDMENT

The Customer acknowledges that KBZ Bank reserves the right to amend, modify or substitute any provisions of this Terms and Conditions or to the services and/or any charges at any time for any reason at its sole discretion and without any prior notice. The Customer shall be responsible for regularly reviewing these terms including amendments thereto as may be posted on the Website.

## 18. WARRANTY

As a condition of the use of services, the Customer warrants to KBZ Bank that the Customer will not use services for any unlawful purpose. The Customer agrees to abide by all applicable laws, rules, regulations and statutory requirements regarding the use of services.

## 19. SEVERABILITY

Each of the provisions of this Terms and Conditions shall be several and distinct from one another. If any of the provisions of these Terms and Conditions becomes invalid, void, illegal or unenforceable in any respect under any law, the validity, legally and enforceability of the remaining provisions shall not in any way be thereby affected or impaired.

## 20. GOVERNING LAW AND DISPUTE RESOLUTION

This Terms and Conditions shall be governed by, and construed in accordance with, the laws of the Republic of the Union of Myanmar and the Courts in Myanmar shall have exclusive jurisdiction to solve any dispute arising from or under these Terms and Conditions.





**21. LANGUAGE**

This Terms and Conditions is made in both English and Myanmar and both versions shall be equally authentic and effective. In case of any discrepancy between two versions, the Myanmar version shall prevail.

