



## Invoice Discounting Application Form (APSC)

All Information is required unless stated.

Date:  /  /  /

### (A) Supplier Information

### (B) Buyer Information

(1) Company Name



(2) Company Registration Number



(3) Company Address





(4) Contact Person



(5) Contact Phone Number



(6) Email Address



### Loan Details

No.	Invoice Number	Currency	Invoice Amount	Invoice Due Date	Proposed Loan Amount	Goods/Services Description
1						
2						
3						
4						

More Invoices are attached (if submitted invoices are more than Four invoices)

We hereby irrevocably authorise and instruct the Bank to pay the following Supplier/Beneficiary's bank account at KBZ as follows:

Account Name

Account Number

KBZ Branch Name

We hereby confirm that Supplier will pay below charges:

Facility Fees and/or service charges

Discounting Interest

Any Additional Instructions

### Authorised Signature(s)

By signing this application, you confirm that you have read, understood and agreed to be bound by the Terms and Conditions for Invoice Discounting under KBZ Account Payable Supply Chain Financing Program.

### For Bank Use Only

Signature Verified By	Prepared By	Reference Number	Approved By
			Branch Code <input style="width: 50px;" type="text"/>

## TERMS AND CONDITIONS FOR INVOICE DISCOUNTING (APSC)

### 1. DEFINITION

In this Terms and Conditions, the following terms shall have the following meaning unless the context so otherwise requires:

- 1.1 **“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.
- 1.2 **“Business Day”** means a day other than a Saturday, Sunday, public holiday or bank holiday in Myanmar.
- 1.3 **“Term”** means the term of this terms and conditions determined in accordance with the provisions of Clause 9.
- 1.4 **“CBM”** means the Central Bank of Myanmar.
- 1.5 **“Customer”** refer to a KBZ Bank customer using the Bank’s products or services.
- 1.6 **“Intellectual Property”** means the terms of this terms and conditions determined in accordance with the provisions of Clause 6.
- 1.7 **“Website”** means the KBZ Bank Website at [www.kbzbank.com](http://www.kbzbank.com).

### 2. LIMITATION OF LIABILITY

Neither party will be liable to the other for any loss of profits, loss of data, loss of use, cost of cover, business interruption or other special and incidental, indirect, punitive or consequential damages, howsoever caused, under whatsoever theory of liability, arising from the performance of, or relating to, this terms and conditions, unless either party causing loss did so willfully, negligently or without the due care and skill required for someone in the position of that party.





### 3. INDEMNITY

- 3.1 The Customer agrees to defend, indemnify and hold harmless KBZ Bank against any and all claims, losses, penalties, causes of action, damages, liability, costs, expenses (including but not limited to reasonable attorney fees) or claims caused by or resulting from the use of the services.
- 3.2 Customer undertake to indemnify the Bank in full and keep the Bank indemnified in full against all liabilities, losses, damages, costs, expenses, claims and demands which the Bank may suffer, incur or sustain by reason or on account of the Bank granting Invoice Discounting to customer howsoever, including without limitation, all legal and other costs (on a full indemnity basis), charges and expenses the Bank may incur in connection with the enforcement, or attempted enforcement of the Bank's rights under or in connection with this terms and conditions.

### 4. TAX

Customer also irrevocably and unconditionally undertake and agree that where any goods and services tax or other taxes levies or charges whatsoever are now or hereafter required imposed or enforced by law or required to be paid on or in respect of any monies (including fees payable to the Bank or its agent banks or any fees costs and expenses incurred by the Bank or its agent banks), they shall be borne by or chargeable to us and payable by customer to the Bank on demand in addition to all other monies payable to the Bank and the Bank is entitled to debit any of customer account with the Bank for payment of the Bank's commission, expenses, costs (legal or otherwise) and agent charges if any together with such taxes under or in connection with or in respect of the Agreement and the transactions contemplated thereunder.

### 5. RIGHT OF SET OFF

- 5.1 The Customer is obliged to return any excess funds inaccurately credited due to erroneous transactions by a third party or by the Bank or for any reason. Where such funds do not rightfully



belong to the customer, the Bank may deduct such excess deposits without any restriction, notice or by all reasonable other means.

- 5.2 In addition to any general lien, right of set-off or any other right to which the Bank may be entitled by law or contract, the Bank may at any time at the Bank's discretion and without notice to us earmark, set off, debit or transfer any sum or sums standing to the credit of our account from time to time (including any fixed deposit account, notwithstanding that any deposit on such fixed deposit account has not matured or any of the special conditions applicable to the deposit have not been satisfied) in or towards payment or satisfaction of all or any monies or liabilities (whether actual or contingent) due or owing to the Bank under or in connection with or in respect of the Invoice Discounting. Any and all currency conversions shall be at the Bank's prevailing foreign exchange rate unless otherwise arranged beforehand.

## 6. WARRANTY

- 6.1 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.
- 6.2 Customer confirm the invoice/s have not been paid and we have not and will not obtain any other financing pertaining to the underlying transaction from any other party. Customer declare that the underlying trade transaction is genuine.

## 7. INTELLECTUAL PROPERTY

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. The Customer 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.

## 8. 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, epidemic, civil commotion, sanctions, boycott, failure of electricity, equipment failure, epidemic or any other force majeure event. KBZ Bank performance of this 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.

## 9. 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.

## 10. TERMINATION



KBZ Bank shall have the right to terminate this services or any access or KBZ Bank related services in full at its discretion for any time, with or without cause, effective immediately.

## 11. AMENDMENT

- 11.1 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.
- 11.2 Customer agree that Invoice Discounting shall be subject to such other terms and conditions as the Bank may from time to time specify.

## 12. DATA PROTECTION AND DISCLOSURE INFORMATION

- 12.1 The Customer agrees that KBZ Bank may contact, inquire, maintain, collect, disclose and use any or all information concerning the Customer as necessary and appropriate or as KBZ Bank deems beneficial to the Customer in receiving information on other product and/or service. The Customer agrees and confirms that KBZ Bank is required to provide information to any court or government authorities.
- 12.2 Customer irrevocably consent to the disclosure by the Bank, the Bank's officers and agents , in any manner howsoever, of any account information relating to us including but not limited to details of our facilities, the securities taken, our credit balances and deposit 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 customer's 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 our application, and (vi) any third party for use in connection with the provision of Bank's products or services.

### 13. 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.

### 14. GOVERNING LAW AND DISPUTE RESOLUTION

These 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 condition.

### 15. ANTI-MONEY LAUNDERING AND SANCTIONS

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 Pursuant to any sanctions now and from time to time imposed by the United States of America, the European Union, the United Nations and/or any other regulatory or supervisory authority or body, the Bank shall not examine, accept, reject, discount or otherwise handle or deal with any documents,





shipments, goods, payments and/or transactions in connection therewith that may relate, whether directly or indirectly, to any sanctioned countries, persons and/or parties. Accordingly, any presentation that may violate any of the aforesaid sanctions and/or applicable laws giving effect to the same may be rejected at the Bank's sole discretion without any liability whatsoever on the Bank's part.

## 16. ASSIGNMENT

- 16.1 The Customer shall not assign its rights or obligations under this terms and conditions, in whole or in part, nor enter into any subcontract to perform any portion of this terms and conditions, without the written consent of KBZ Bank.
- 16.2 A person who is not a party to the terms herein has no right under the Contracts to enforce any of the terms and conditions herein.

## 17. WAIVERS

Failure or delay on part of either party to enforce any provision(s) of this terms and conditions at any point of time shall not be construed to be a waiver by such party of such rights thereafter to enforce each and every provision of this terms and conditions.

## 18. NO RELATIONSHIP

Nothing in this terms and conditions shall be construed as to create the relationship of employer-employee, partners, collaborators, joint-venture or principal-merchant between the parties hereto. The parties shall be independent contractors and neither party shall bind the other by its acts, deeds or omissions.

