

KBZ BUSINESS CUSTOMER IDENTIFICATION CARD TERMS AND CONDITIONS

Kanbawza Bank Limited (KBZ Bank) requires that all persons accessing KBZ Bank's Business Customer Identification Card adhere to set forth the following Terms and Conditions. By requesting or using the Business Customer Identification Card of KBZ Bank or permitting someone else to use these on behalf of the Company, the Company indicates their acknowledgment and acceptance of these Terms and Conditions, which are from time to time subject to changes.

1. DEFINITIONS

- 1.1 **"Account"** means any account of the Company now or hereafter have with KBZ Bank whether the account is opened individual or joint.
- 1.2 **"Authorized Person"** means person/s (either individually or jointly with another person/persons) the Company authorizes and whom KBZ Bank has approved, to act for or on behalf of Company to give any instruction, execute or sign any document or operate the Company's Cards.
- 1.3 **"Business Day"** means a day other than a Saturday, Sunday, public holiday, or bank holiday in Myanmar.
- 1.4 **"Card"** means the Business Identification Card issued by KBZ Bank to the Company to be used the Card as a special privilege when obtaining banking services for the Company.
- 1.5 **"Cardholder"** means Authorized Person/s who designated by the Company and issued by KBZ Bank to use the Cards on behalf of the Company.
- 1.6 **"CBM"** means the Central Bank of Myanmar.
- 1.7 **"Costs"** include costs, charges, and expenses including legal costs (on a full indemnity basis).
- 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 **"Myanmar Kyat"** means the official currency of the Republic of the Union of Myanmar.
- 1.10 **"Supplementary Card"** means the Card issued to the Company authorizes and KBZ Bank approves, as a Supplementary Card on the Company's Card.
- 1.11 **"Terms and Conditions"** means the terms of this KBZ Bank's Business Customer Identification Card.
- 1.12 **"Website"** means to the KBZ Bank Website at www.kbzbank.com.

2. THE CARD

- 2.1 KBZ Bank issues these Cards to the Company to get special privileges when obtaining banking services for the Company if the Company opened any Company's Account (individual or joint) with KBZ Bank.
- 2.2 The Card is solely allowed to be used as a special privilege of the Company in obtaining banking services for the Company.
- 2.3 KBZ Bank will be assumed the Cardholder as an Authorized Person designated by the Company and will provide special services to the Cardholder for the Company.



3. THE COMPANY'S LIABILITY AND RESPONSIBILITY

- 3.1 If the Company will be using the privileges attached to the Card, the Cardholder needs to bring this Card when visits to the KBZ Bank or its designated branches. The Cardholder shall bring the Card in order to entitle to the special privileges.
- 3.2 The Card must be used exclusively by the Company only and not be used by any person other than the Cardholder designated by the Company.
- 2.4 The Company acknowledges and agrees that the Card is a property of KBZ Bank at all times.
- 3.3 The Company needs to check the available branches that can use this Card on KBZ Bank's Website by scanning the QR on the envelope or the Company needs to inquire with the KBZ Bank about available branches before the Company goes to the branch due to this Card cannot use at all KBZ Bank branches at the present.
- 3.4 The Company and any Cardholder must provide to KBZ Bank, the information and documents KBZ Bank may need from time to time in connection with the use of any Cards.
- 3.5 The Card is issued on the condition that KBZ Bank bears no liability for the unauthorized use of the Card. This responsibility is fully that of the Company.
- 3.6 The Company and Cardholder are responsible for ensuring that the Card is not left unattended in any place.
- 3.7 The Company shall only use the Card for the relevant purpose. The Company and any Cardholder must not use these Cards for any unlawful activity or any unlawful purpose.
- 3.8 The Company and any Cardholder must not use or try to use any Cards after the Card is closed, or after KBZ Bank notifies the Company that the Card has been canceled, or after KBZ Bank withdraws the use of the Card.
- 3.9 The Company and any Cardholder must ensure that the Card is not defaced, damaged, bent, modified, or tampered with in any way.
- 3.10 The Company and any Cardholder must cooperate with KBZ Bank in any investigation or litigation in connection with the use of any Card.

4. SUPPLEMENTARY CARD

- 4.1 If the Company request, KBZ Bank may issue a Supplementary Card to the Company. If KBZ Bank issue a Supplementary Card, all of the terms in this Agreement will apply to the Supplementary Card, and these Terms and Conditions will be modified, where necessary, to give effect to this Clause.
- 4.2 The Company is responsible for the liabilities in connection with the Cards, all its Cards, and the Cards of each of its Supplementary Card and is jointly and severally liable with each Supplementary Card for the liabilities in connection with each Supplementary Card.



5. SPECIAL PRIVILEGES AND BENEFITS

- 5.1 The privileges and benefits that the Company or the Cardholder visiting designated KBZ Bank branches with provided Cards are as follows;
- 5.1.1 End-to-End services at one branch (No need to go to another branch for any specific service)
 - 5.1.2 Priority Queue (Express lane service - fast serving time with less waiting time)
 - 5.1.3 Opportunity to Communicate directly to the Branch Manager anytime visiting the branch
 - 5.1.4 Territory Relationship Manager - dedicated assigned staff at the business branches to take special care
 - 5.1.5 Separated waiting area
 - 5.1.6 Enhanced SLAs (Service Level Agreement) for some of the corporate services
- 5.2 KBZ Bank may waive the fees payable by the Company for issuing Cards to the Company.
- 5.3 The Card issued to the Company may carry various privileges or benefits from time to time. KBZ Bank, at any time, shall have the right to add, modify or cancel this service or the benefits or features or privileges for some reason without giving any notice.
- 5.4 KBZ Bank will not at any time be responsible or be held liable for any losses or damages of the Company resulting from accessing these services.

6. LOSS OF CARD

- 6.1 If the Card is lost or stolen, or is used by an unauthorized person, the Company must immediately notify KBZ Bank.
- 6.2 If a Card is lost or stolen, KBZ Bank may, at its absolute discretion, issue a replacement Card at the request of the Company on such Terms and Conditions as it deems fit.
- 6.3 If the Company subsequently finds a Card previously reported lost, the Company shall not use such Cards and shall return the same to KBZ Bank as soon as reasonably practicable.
- 6.4 For issuance of replacement Cards due to loss or damage, the fee fixed by KBZ Bank from time to time may be charged.
- 6.5 Any financial loss arising out of unauthorized use of the lost Card till such time KBZ Bank records the notice of loss of the Card shall be the responsibility of the Company.

7. LIMITATION OF LIABILITY

- 7.1 KBZ Bank issues these Cards to obtain a special privilege in obtaining banking services for the Company, and KBZ Bank will not be liable to provide these Cards as a mandatory service for the Company. KBZ Bank shall not be liable for any omission or failure to provide the privileges of these Cards due to any cause or negligence or without the due care of KBZ Bank or its employees.
- 7.2 The Company hereby releases KBZ Bank and their respective officers, employees, and agents from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the use or performance of the Card issued to the Company.

8. INDEMNITY

- 8.1 The Company undertakes to indemnify KBZ Bank and to keep KBZ Bank indemnified against all losses, damages, costs, or expenses incurred and sustained by KBZ Bank arising out of the Cardholder's failure to observe any of the terms and conditions herein mentioned.
- 8.2 In consideration of KBZ Bank providing the Company with the facility of Card, the Company hereby agrees to indemnify and keep KBZ Bank and/or its employees indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses (including but not limited to reasonable attorney fees) which KBZ Bank may at any time incur as a consequence of providing the Company the facility of the Card.

9. TERMINATION

- 9.1 KBZ Bank reserves the right to terminate the services or withdraw the privileges of the Card at any time for any reason at KBZ's sole absolute discretion and with or without giving notice to the Company. The Company shall return the Cards to the Card Department of KBZ Bank within seven (7) Business Days, from the date of receipt of the notice.
- 9.2 Use of the Card after notice of withdrawal of the privileges or the termination of this service is fraudulent and may be subject to legal action by KBZ Bank by the prevailing laws of the Republic of the Union of Myanmar.

10. COMMUNICATIONS

- 10.1 Unless otherwise expressly provided in writing, KBZ Bank's notices and communications to the Company are effective: -
- 10.1.1 if sent by post to an address within Myanmar, the three or four (3 or 4) Business Days after posting;
 - 10.1.2 if sent by electronic mail or SMS, at the time of transmission;
 - 10.1.3 if sent by hand, at the time of delivery;
 - 10.1.4 if displayed at KBZ Bank branches or on KBZ Bank ATMs or posted on social media and KBZ Bank's official website, on the date of display or posting;
- 10.2 KBZ Bank will not be responsible for what may happen to notices or communications after the Company is sent, for example, if any notice or communication is delayed, intercepted, lost, fails to reach, or disclosed to anyone during transit.

11. DISCLOSURE

KBZ Bank may provide any information KBZ Bank collect from the Company to any Regulatory Authority, Law Enforcement Authority, or Judicial Courts. KBZ Bank may share the Company's information for the following reasons:

- 11.1.1 To respond to the Company's requests and communicate with the Company.



11.1.2 To comply with the requirements of the law or with court orders were required to address, rectify, ameliorate or mitigate fraud, security, or technical issues.

12. FORCE MAJEURE

The Company understands that KBZ Bank shall not be liable for any failure of or delay in the performance of this service 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's 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 Company or any other party or be considered in breach of these Terms and Conditions for a failure to perform, or delay in performing, any such obligation set out in these Terms and Conditions while those circumstances continue.

13. ANTI-MONEY LAUNDERING AND SANCTIONS

- 13.1 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.
- 13.2 The Company must provide all information required by KBZ Bank 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.
- 13.3 The Company 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.

14. MISCELLANEOUS

- 14.1 The Company shall notify KBZ Bank as early as possible of any change to his/her address, email address, phone number, or any other particulars supplied to KBZ Bank by the Company.
- 14.2 The Company is fully responsible to inform KBZ Bank to update the Card status if there is any change in Card status.
- 14.3 The Company must physically be present in KBZ Bank's branch which issues the Card if he/she/it elects or contact assigned RMs to close its Card
- 14.4 When closing the Card, the Company must immediately return its Cards to KBZ Bank.
- 14.5 No warranty is given that the privileges of the Cards will be available in all branches of KBZ Bank at any time, and KBZ Bank shall not be liable for any losses or damages resulting therefrom, whether direct, indirect, special, or consequential.
- 14.6 The Company acknowledges and agrees that KBZ Bank has the right to refuse to issue the Cards to the Company or KBZ Bank may refuse to give the services attached to the Card without giving any reason at KBZ Bank's sole discretion.



- 14.7 KBZ Bank may vary and has the right to assign the periodicity and manner of use of such the Card types which are eligible and dedicated to upon the Company segmentation without notice to the Company.
- 14.8 KBZ Bank reserves the complete rights to seize/cancel the Cards so issued to the Company, if found at later date, the information submitted by the Company is false, and/or the Card has been misused.

15. 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, Cards, and Websites of KBZ Bank. The Company must not exploit the intellectual property right of KBZ Bank or make any advertisement without receiving prior written consent from KBZ Bank. The Company 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.

16. AMENDMENT

The Company 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 Cardholder shall be responsible for regularly reviewing these terms including amendments thereto as may be posted on the Website. Any use of KBZ Cards after a change or changes take effect will constitute these Terms and Conditions to such changes.

17. ASSIGNMENT AND SUCCESSORS

The Company may not assign or transfer any of its rights or obligations under these Terms and Conditions either in whole or in part, to any third party without the prior written consent of KBZ Bank. KBZ Bank shall have the right at all times to assign or transfer any of its rights or obligations under these Terms and Conditions either to any assigns or successors of KBZ Bank.

18. WARRANTY

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

19. SEVERABILITY

Each of the provisions of these Terms and Conditions shall be several and distinct from one another. If any Terms and Conditions contained herein are invalid, contrary to law, or become unenforceable, the invalidity, contradiction, and unenforceability of such part shall not affect or prejudice the validity and enforceability of the remaining Terms and Conditions.



20. WAIVERS

Failure or delay on part of either party to enforce any provision(s) of these 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 these Terms and Conditions.

21. NO RELATIONSHIP

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

22. 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 Conditions.

23. LANGUAGE

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

