

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

Kanbawza Bank Limited (KBZ Bank) requires that all persons who open KBZ Bank’s Special Cash Fixed Deposit Account adhere to set forth the following Terms and Conditions. By requesting or using the Special Cash Fixed Deposit Account of KBZ Bank, the Customers indicate their acknowledgment and acceptance of these Terms and Conditions, which are from time to time subject to changes.

### 1. DEFINITIONS

- 1.1. **‘Business Day’** means a day other than a Saturday, Sunday, public holiday, or bank holiday in Myanmar.
- 1.2. **‘CBM’** means the Central Bank of Myanmar.
- 1.3. **‘Certificate of Term Deposit’** means a certificate issued by KBZ Bank to the Customer upon acceptance of the fixed term deposit which mentions the applicable interest rate, Maturity date, and selected Tenor by the Customer.
- 1.4. **‘Customer’** means a Customer holding the Special Cash Fixed Deposit Account at KBZ Bank.
- 1.5. **‘Interest’** means the interest rate that will apply to the Customer’s account for the duration of the fixed term.
- 1.6. **‘Introducer’** means the person who has opened an Account at KBZ Bank and who recommends new Customers.
- 1.7. **‘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.
- 1.8. **‘KYC’** means any “Know Your Customer” identity registration requirements issued by the Central Bank of Myanmar to time and/or other regulatory authorities in Myanmar.
- 1.9. **‘Maturity’** means 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 or MMK’** means the official currency of the Republic of the Union of Myanmar.
- 1.11. **‘CASH ACCOUNT’** means the special category of account can deposit/withdraw unlimited.
- 1.12. **‘Schedule of Fees’** means the list of fees collected by KBZ Bank that may change from time to time at KBZ Bank’s discretion.
- 1.13. **‘Special Cash Fixed Deposit Account’** means KBZ Bank’s “Special Cash Fixed Deposit Account” or a type of bank account where deposits are made by a Customer for a specified period of time (“Special Cash Fixed Deposit Account Tenor”) in a way of cash or debited from other CASH ACCOUNTS and withdraw the funds at given maturity date by transferring the funds to CASH ACCOUNT or any other ordinary Account.
- 1.14. **‘Tenor’** means 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.
- 1.15. **‘Website’** means the KBZ Bank Website at [www.kbzbank.com](http://www.kbzbank.com).

### 2. OPENING OF A SPECIAL CASH FIXED DEPOSIT 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. KBZ Bank will be assumed that all information and documents provided by the Customer are correct, accurate, and up to date.
- 2.2. The Customer who will open a Special Cash Fixed Deposit Account shall submit a National Registration Card (NRC) to KBZ Bank.
- 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. When opening the Special Cash Fixed Deposit Account, the Customer must be introduced to KBZ Bank by two introducers who have opened Accounts at KBZ Branch.
- 2.5. Two or more than two persons who have come of age can open Special Cash Fixed Deposit Accounts jointly.
- 2.6. Organizations, associations, companies, and other business entities also can open Special Cash Fixed Deposit Accounts.
- 2.7. As a business or association Special Cash Fixed Deposit Account, businesses or associations shall be located in Myanmar and registered with respective regulatory authorities properly.
- 2.8. The Customer must be able to provide the required documents in order to open a business or an association Special Cash Fixed Deposit Account.
- 2.9. The Customer shall pay 100% cash deposit or be funded by transfer from only CASH ACCOUNTs into the Special Cash Fixed Deposit Account. Funding from any other ordinary accounts is prohibited.
- 2.10. 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.
- 2.11. A Special Cash Fixed Deposit Account (Individual and Joint) can be opened by depositing a minimum amount of 10,000 Kyats (Ten Thousand Kyats) as an initial deposit, and the Business or an Association Special Cash Fixed Deposit Account can be opened by depositing a minimum amount of 100,000 Kyats (One Hundred Thousand Kyats). KBZ Bank may change or amend the initial deposit amount of the Special Cash Fixed Deposit Account at any time at the sole discretion of KBZ Bank without prior notice to the Customer.
- 2.12. KBZ Bank will issue the Certificate of Term Deposit which states the Tenor and applicable interest rate accordingly.
- 2.13. KBZ Bank retains the right to refuse to open the Account/s.
- 2.14. KBZ Bank may change or amend the interest rates and means for calculation for the Special Cash Fixed Deposit Account/s at any time at KBZ Bank's sole discretion.
- 2.15. KBZ Bank, from time to time, may change the type of Special Cash Fixed Deposit Account which can be opened by Customers and its Tenor.
- 2.16. KBZ Bank, from time to time, may define the maximum number of Accounts to be opened by an individual or an organization.

### **3. ACCOUNT OPERATION**



- 3.1. The Customer is required to maintain a minimum balance as required by the account type. KBZ Bank may change or amend the minimum amount of the balance of the Special Cash Fixed Deposit Account/s at any time at KBZ Bank's sole discretion.
- 3.2. The Customer can open a Special Cash Fixed Deposit Account in accordance with the Tenors and interest rates specified by KBZ Bank for the Special Cash Fixed Deposit Account. KBZ Bank reserves its rights to revoke all the services or change the applicable Tenor(s) and interest rates for the Special Cash Fixed Deposit Account at any time.
- 3.3. The Customer needs to inquire with KBZ Bank branches for information about the applicable Special Cash Fixed Deposit Account Tenor(s) and interest rates.
- 3.4. KBZ Bank is entitled to collect charges and fees on the account as stated in KBZ Bank's Schedule of Fees.
- 3.5. Premature upliftment of Special Cash Fixed Deposits Account with KBZ Bank is not permitted.

#### **4. Certificate of Term Deposit (CERTIFICATE OF SPECIAL CASH FIXED DEPOSIT ACCOUNT)**

- 4.1. Upon opening the Special Cash Fixed Deposit Account, a Certificate of Term Deposit (Certificate of Special Cash Fixed Deposit Account) will be issued to the Customer. During the cash withdrawal on maturity, a Certificate of Term Deposit must be presented to KBZ Bank.
- 4.2. The onus is only on the Customer to keep the Certificate of Term Deposit safely. If a Certificate of Term Deposit (Certificate of Special Cash Fixed Deposit Account) is not found or lost or stolen, the Customer shall immediately inform KBZ Bank in a written letter.
- 4.3. The Customer has the right to apply for a new Certificate of Term Deposit to be issued by paying charges for the lost or damaged Certificate of Term Deposit (Certificate of Special Cash Fixed Deposit Account).

#### **5. TERM OF THE CONTRACT AND DATE OF MATURITY**

- 5.1. 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 Business Day, repayment of the Special Cash Fixed Deposit Account shall be made on the next Business Day.
- 5.2. Unless otherwise instructed by the Customer in writing at the time of opening a Special Cash Fixed Deposit Account, KBZ Bank has the right to set up the Special Cash Fixed Deposit Account with "Auto rollover" facilities with a similar term at the applicable interest rate at maturity.

#### **6. RENEWAL OF SPECIAL CASH FIXED DEPOSIT ACCOUNT**

The Customer shall instruct KBZ Bank in writing within fourteen (14) days before the Maturity date whether the Customer wants –

- 6.1. to renew the Special Cash Fixed Deposit Account or;
- 6.2. to withdraw the deposit or funds and interest on the Maturity date.

- 6.3. If the Customer desires to renew the Special Cash Fixed Deposit Account, KBZ Bank shall renew the Special Cash Fixed Deposits Account for a similar term with the interest rate for the term subject to the continuing availability of such a 'Special Cash Fixed Deposit Account' at that time.
- 6.4. KBZ Bank shall, at its sole discretion, have the right to vary the interest rate.
- 6.5. If the Special Cash Fixed Deposit Account facility is withdrawn in the future, the Customer may instruct KBZ Bank upon the 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 account' if the 'Special Cash Fixed Deposit Account' scheme is withdrawn.

## **7. 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 - (Current/ Savings/ Call) or any other ordinary Current Account, Savings Account, Call Account of the Customer with KBZ Bank on the date of Maturity. The Customer will be required a CASH ACCOUNT - (Current/ Savings/ Call) or an Ordinary Current Account, or Savings Account, or Call Account to withdraw cash from the Special Cash Fixed Deposit Account on Maturity. No premature upliftment is permitted. On completion of repayment, the Special Cash Fixed Deposit Account shall be closed automatically.

## **8. TRANSFERABILITY**

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. 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.
- 8.5. In the event of the non-delegated Customer's death, the balance shall be issued with or without the need for a letter of Administration or succession certificate to the spouse, children, legally adopted children, or if not possible, the grandchildren or the parent, the sibling who can present the required document.

## **9. 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.

## **10. 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.

## **11. WAIVER**

- 11.1. 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.
- 11.2. The rights and remedies of KBZ Bank as stated herein shall be cumulative and not exclusive of any rights or remedies provided by law.

## **12. 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'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 Customer 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 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.
- 13.3. 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.



## 14. INDEMNITY

- 14.1. 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.
- 14.2. 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.
- 14.3. 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.
- 14.4. 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.
- 14.5. 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.
- 14.6. The indemnities as aforesaid shall continue notwithstanding the closure of the Special Cash Fixed Deposit Account.

## 15. 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:

- 15.1. The head office, affiliates, or any other branches or subsidiaries of KBZ Bank;



- 15.2. Auditors, professional advisers and any other person(s) under a duty of confidentiality to KBZ Bank;
- 15.3. Vendors, installers, maintainers or servicers of KBZ Bank's computer systems;
- 15.4. 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;
- 15.5. Any party entitled to make such demand or request;
- 15.6. 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;
- 15.7. 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;
- 15.8. 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
- 15.9. 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.
- 15.10. Any government/regulatory/judicial authority/agency in case of default, if any committed by the Customer in the discharge of its / his / her obligation.

## 16. GENERAL

- 16.1. If there is a change in address, contact numbers, email address, primary identification documents (such as NRC or Passport), or other information provided by the Customer to KBZ Bank, the Customer shall notify KBZ Bank as soon as possible.
- 16.2. Customers must physically be present in KBZ Bank's branch if he/she/it elects to close their Special Cash Fixed Deposit Account.
- 16.3. When closing the Special Cash Fixed Deposit Account, the Customer must immediately return their Certificate of Term Deposit. All monies held within the Customer's Special Cash Fixed Deposit Account at the time it closes the Account will be returned to the Customer following the bank policies and procedures specified by KBZ Bank. KBZ Bank will check the Customer's Account information with KBZ Bank and has the right to deduct the accrued amount on any accounts the Customer holds with KBZ Bank.
- 16.4. 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 remain 'zero (0)' for the period time prescribed by KBZ Bank.



- 16.5. KBZ Bank reserves the right to change or amend terms and conditions of this service at any time without prior notice including but not limited to interest rate, Tenor, minimum balances, processes and other conditions contained herein.
- 16.6. The Customer agrees and confirms that KBZ Bank is required to provide information to any court or government authorities.
- 16.7. This service may be canceled or withdrawn at any time for any reason at KBZ Bank's sole discretion without prior notice.
- 16.8. The operation of the Account is subject to the laws and regulations of the Republic of the Union of Myanmar.

## **17. 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 rights of KBZ Bank.

## **18. AMENDMENT**

The Customer acknowledges that KBZ Bank reserves the right to amend, modify or substitute any provisions of these 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. Any use of this service after a change or changes take effect will constitute these Terms and Conditions to such changes.

## **19. ASSIGNMENT**

The Customer shall not assign its rights or obligations under these Terms and Conditions, in whole or in part, nor enter into any subcontract to perform any portion of these Terms and Conditions, without the written consent of KBZ Bank.

## **20. 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.

## **21. SEVERABILITY**

Each of the provisions of these 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.

## **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.

