

## KBZ BANK MINOR SAVINGS ACCOUNT TERMS AND CONDITIONS

Kanbawza Bank Limited (KBZ Bank) requires that all persons who open KBZ Bank's Minor Savings Account adhere to set forth the following Terms and Conditions. By requesting or using the Minor Savings 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 **'Customer'** means the Minor holding an Account with KBZ Bank and for all the operational purposes shall include the Guardian/Parent as well.
- 1.4 **'Guardian/Parent'** means the mother or father of a Minor under eighteen years of age or an individual who possesses lawful authority and responsibility for the formal care and supervision of the Minor, as recognized by legal or regulatory authorities.
- 1.5 **'Inactive Account or Dormant Account'** means the account with no Customer-initiated debit or credit transaction for a period of time prescribed by KBZ Bank except transactions initiated by KBZ Bank such as services charges and interest credit.
- 1.6 **'Interest'** means the interest rate that will apply to the Customer's account for quarterly.
- 1.7 **'Introducer'** means the person who has opened an Account at KBZ Bank and who recommends new Guardian/Parent.
- 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 **'KYC'** means any "Know Your Customer" identity registration requirements issued by the Central Bank of Myanmar to time and other regulatory authorities in Myanmar.
- 1.10 **'Minor'** means an individual who is under the age of 18 and is not legally considered of majority age.
- 1.11 **'Minor Savings Account'** means KBZ Bank Minor Savings Account for Minors who are under 18 years of age, which is opened, managed and controlled by the Parent or Guardian on behalf of the Minor beneficiary until the Minor reaches the age of majority. Interest is calculated and accrued monthly on the minimum balance between the 5<sup>th</sup> and the end of the month specified by KBZ Bank from time to time.
- 1.12 **'Myanmar Kyat'** means the official currency of the Republic of the Union of Myanmar.
- 1.13 **'Passbook'** means an official book issued by KBZ Bank; recording sums of all transactions on deposits, transfers, withdrawals, fees, and charges.
- 1.14 **'Schedule of Fees'** means the list of fees collected by KBZ Bank that may change from time to time at KBZ Bank's discretion.

1.15 'Website' means the KBZ Bank Website at [www.kbzbank.com](http://www.kbzbank.com).

## 2 OPENING MINOR SAVINGS ACCOUNT AT KBZ BANK

- 2.1 Guardian/Parent can apply for a Minor Savings Account for Minors who are under 18 years of age, under the name of Minor with the presence of the Guardian/Parent by submitting the application form together with all relevant documents as may be required to KBZ Bank.
- 2.2 Guardian/Parent who will open a Minor Savings Account for a Minor shall submit a National Registration Card (NRC) of the Guardian/Parent, Birth Certificate or National Registration Card (NRC) of the Minor, Household Census and other required documents to KBZ Bank. In the case of Guardian, the person must be appointed as a Guardian with the letter of guardianship under the Guardian and Wards Act.
- 2.3 When opening the Minor Savings Account, the Guardian/Parent must be introduced to KBZ Bank by two introducers who have opened Accounts at KBZ Branch.
- 2.4 Guardian/Parent who is eighteen years or above can open and operate the Minor Savings Account for Minors and Guardian/Parent possesses the competency to enter into contracts to open an Account.
- 2.5 Guardian/Parent shall be responsible only for all transactions of the Minor in connection with the Minor Savings Account opened with KBZ Bank.
- 2.6 All Minor Savings Account shall be opened under guardianship and the Guardian/Parent hereby undertakes that the Minor Savings Account shall be opened and operated, at all times, by Guardian/Parent for the benefit of the Minor.
- 2.7 Minor Savings Account shall be valid until the minor becomes 18 years old and the Guardian/Parent can close the Minor Savings Account or transit into the Account specified by KBZ Bank when the Minor turns 18 years old.
- 2.8 KBZ Bank retains the right to refuse to open the Minor Savings Account/s.
- 2.9 A Minor Savings Account can be opened by paying a minimum amount of 1,000 Kyats (One Thousand Kyats) as an initial deposit. The Savings Interest rate of Minor Savings Account will apply only to balances 10,000 Kyats (Ten Thousand Kyats) and above.
- 2.10 KBZ Bank may change or amend the initial deposit amount and the minimum amount of the balance of the Minor Savings Account at any time at the sole discretion of KBZ Bank without prior notice to the Customer.
- 2.11 KBZ Bank may change or amend the interest rates and means for calculation for the Minor Savings Account at any time at KBZ Bank's sole discretion.
- 2.12 KBZ Bank may change or amend the KBZ Bank Minor Savings Account Terms and Conditions at any time at KBZ Bank's sole discretion.
- 2.13 Minor Savings Account shall be bound by the Terms and Conditions governing the Operation of KBZ Bank Account which will be in force from time to time.

### **3 ACCOUNT OPERATION**

- 3.1 The Guardian/Parent is required to maintain a minimum balance as required by the account type.
- 3.2 Minor Savings Passbook will be issued to the Guardian/Parent in the name of Minor under Guardianship.
- 3.3 Guardian/Parent has exclusive control of the Minor Savings Account and the Minor cannot make deposits, withdrawals or transact on the account.
- 3.4 For Minor Savings Account, Guardian/Parent must bring the NRC of the Guardian/Parent and Minor Savings Passbook to withdraw cash or transfer to another account via the KBZ branches.
- 3.5 For a Minor Savings Account, the Guardian/Parent is only allowed to withdraw one withdrawal per week by cashing from a passbook along with Guardian/Parent's NRC.
- 3.6 KBZ Bank is entitled to collect charges and fees on the account as stated in KBZ Bank's Schedule of Fees.
- 3.7 The Customer is entitled to the accrued interest, set by KBZ Bank from time to time.

### **4 PASSBOOK**

- 4.1 Passbook is an official book issued by KBZ Bank recording sums of all transactions on deposits, transfers, withdrawals, fees, and charges.
- 4.2 The details of usage and details are printed on the cover page of the Passbook.
- 4.3 In the event that any Passbook is misplaced, lost, or stolen, the Guardian/Parent must inform KBZ Bank immediately in writing.
- 4.4 If the existing passbook has been completely used up or the Passbook is lost or damaged, the Guardian/Parent has the right to request a new one by paying the fee in accordance with the procedures.
- 4.5 No one is allowed to modify any of the official entries of the Passbook.

### **5 TRANSFERABILITY**

- 5.1 The Minor Savings Account and the respective services can be used by the Guardian/Parent in order to operate the Minor Savings Account on behalf of the Minor and the Guardian/Parent shall not be, in any way, transferred, and to be used by the Guardian/Parent for the benefit of the Minor only.
- 5.2 KBZ Bank reserves the right to transfer, present or sell its rights, interests, 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.

### **6 OBLIGATIONS OF THE GUARDIAN/PARENT**

- 6.1 The Guardian/Parent is liable to provide the information complete, accurate, and up to date. KBZ Bank will assume that all information and documents provided by the guardian/parent is correct, accurate, and up to date.

- 6.2 In the event of the death, or unsounded or unable to carry out any matters for any reason as the Parent/Guardian who operated and controlled the Minor Savings Account before the Minor attains majority, the following conditions shall apply:
- 6.2.1 If the Minor has a surviving Parent, the surviving Parent must promptly inform KBZ Bank about the death or unsounded or unable to carry out any matters for any reason as the Parent of the Minor who operated and controlled the Minor Savings Account. The surviving Parent shall request to change the Parent associated with the Minor Savings Account by providing the required documentation for verification to KBZ Bank.
- 6.2.2 If there is no surviving Parent, or if the surviving Parent is deemed unsounded or unable to manage the Minor Savings Account, the legal Guardian of the Minor shall be appointed to manage and operate the Minor Savings Account. Such appointed legal Guardian shall be required to submit the necessary documentation for verification to KBZ Bank.
- 6.2.3 If the existing Guardian is dead or unsounded or unable to carry out any matters for any reason as the Guardian of the Minor, the newly-appointed legal Guardian must promptly inform KBZ Bank about the death or unsounded or unable to carry out any matters for any reason as the Guardian of the Minor. The newly appointed legal Guardian shall request to change the Guardian associated with the Minor Savings Account by providing the required documentation for verification to KBZ Bank.
- 6.2.4 In the event that both Parents have passed away, and Guardian has not been appointed, the legal procedures and regulations governing the appointment of a Guardian for the Minor shall be subject to the applicable laws and regulations.
- 6.3 The Guardian/Parent further agrees, confirms, and undertakes that the Minor Savings Passbook issued to the Guardian/Parent shall not be used for illegal transactions or purposes.
- 6.4 Upon attaining the age of 18 of the Minor, the Guardian/Parent shall be obligated to notify KBZ Bank. Both Guardian/Parent and the Minor are required to personally visit the KBZ Bank for transition into an Account specified by KBZ Bank or closing the Minor Savings Account within a timeframe specified by KBZ Bank, along with all relevant documents as may be required by KBZ Bank. If the Guardian/Parent fails to do so, KBZ Bank reserves the right to terminate this facility by closing the Account and/or deactivating the Account, with no obligation to provide prior notice to the Guardian/Parent.

## 7 LIMITATION OF LIABILITY

Except as otherwise expressly required by these Terms and Conditions or applicable Law, KBZ Bank will not be liable to the Customer for performing or failing to perform any obligation under these Terms and Conditions unless KBZ Bank has acted in bad faith. Without limitation the foregoing, KBZ Bank will not be liable to the Customer for delays or mistakes resulting from any circumstances beyond the control of KBZ Bank, including, without limitation, Acts of Governmental Authorities, National Emergencies, Insurrection, War, Acts of God, Riots, Failure of Communication Systems, or Failures of or Difficulties with Equipment or Systems of KBZ Bank.

Not in limitation of the foregoing, KBZ Bank will not be liable to the Customer for any delay, failure, or malfunction attributable to equipment, any internet service, any payment system, or any customer service function. If KBZ Bank is held liable to the Customer, the Customer will only be entitled to recover actual and direct damages. In no event shall the Customer be entitled to recover any indirect, consequential, exemplary, or special damages, even if the Customer has advised KBZ Bank of the possibility of such damages.

## **8 ENCUMBRANCES**

The Guardian/Parent shall not create or permit to subsist, any encumbrance or third-party interest over or against the Minor Savings Account with KBZ Bank or any monies lying therein without KBZ Bank's prior written consent.

## **9 RIGHT OF SET OFF**

The Guardian/Parent 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 Guardian/Parent, 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 Guardian/Parent 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 Guardian/Parent 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.



## 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 Guardian/Parent 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 Guardian/Parent 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 Guardian/Parent hereby agrees that he/she shall, at his/her 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 Minor Savings Account or breach, nonperformance or inadequate performance by the Guardian/Parent of any of these Terms and Conditions or the acts, errors, representations, misrepresentations, misconduct or negligence of the Guardian/Parent in the performance of its obligations.
- 13.2 Under no circumstances shall KBZ Bank be liable to the Guardian/Parent for any direct, indirect incidental, consequential, special, or exemplary damages in connection with the operation of the Minor Savings 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 Guardian/Parent however 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 Guardian/Parent 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 Guardian/Parent's express request.
- 13.5 The Guardian/Parent 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 Minor Saving 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 Minor Savings Account.

## 14 DISCLOSURE

The Guardian/Parent 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 Guardian/Parent from KBZ Bank whether singly or jointly with others or otherwise), any information relating to the Customer, Minor Saving Account(s) or other assets or credit facilities whatsoever held on the Guardian/Parent'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 Guardian/Parent or the Minor Savings 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 Minor Savings 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 Guardian/Parent or providing services to the Guardian/Parent, or processing transactions pertaining to the Minor Savings 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 Guardian/Parent in the discharge of its/his/her obligation.

## 15 GENERAL

- 15.1 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 Guardian/Parent to KBZ Bank, the Guardian/Parent shall notify KBZ Bank as soon as possible.
- 15.2 Guardian/Parent and Minor shall be present in KBZ Bank's branch if he/she/it elects to close their Account or transit into the Account specified by KBZ Bank.

- 15.3 When closing the Minor Savings Account, the Guardian/Parent must immediately return their Cheques book (or) Passbook. All monies held within the Guardian/Parent's Minor Savings Account at the time it closes the Account will be returned to the Guardian/Parent following the bank policies and procedures specified by KBZ Bank. KBZ Bank will check the Guardian/Parent's Account information with KBZ Bank and has the right to deduct the accrued amount on any accounts the Guardian/Parent hold with KBZ Bank. After these steps, all balances will be returned by Account transfer, or cash withdrawal at the home branch or KBZ Bank branches near the Guardian/Parent.
- 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 remain 'zero (0)' for the period of 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. The Guardian/Parent acknowledges and agrees that KBZ Bank reserves the right to charge on the Guardian/Parent's Inactive Account or Dormant Account keeping charges which will be deducted from the Guardian/Parent's Inactive Account.
- 15.6 The Guardian/Parent who wants to reactivate his/her Inactive Account would need to visit physically the home branch or nearest KBZ Bank branches and request to reactivate by fulfilling all KYC (Know Your Customer) formalities required by KBZ Bank. The Guardian/Parent acknowledges that KBZ Bank policies and procedures may amend from time to time. KBZ Bank will proceed with the Inactive Account activation process at the Guardian/Parent's request in accordance with the policies and procedures of KBZ Bank.
- 15.7 KBZ Bank may report the principle of Dormant Accounts to the Central Bank of Myanmar as required by the law from time to time.
- 15.8 KBZ Bank reserves the right to change or amend the terms and conditions of this service at any time without prior notice including but not limited to interest rate, minimum balances, processes, fees, and other terms and conditions contained herein.
- 15.9 The Guardian/Parent agrees and confirms that KBZ Bank is required to provide information to any court or government authorities.
- 15.10 This service may be canceled or withdrawn at any time for any reason at KBZ Bank's sole discretion without prior notice.
- 15.11 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 Guardian/Parent must not exploit the intellectual property right of KBZ Bank or make any advertisement without receiving prior written consent from KBZ Bank. KBZ Bank 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.

## **17 AMENDMENT**

The Guardian/Parent 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 Guardian/Parent 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.

## **18 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.

## **19 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.

## **20 WARRANTY**

As a condition of the use of services, the Guardian/Parent warrants to KBZ Bank that the Guardian/Parent will not use services for any unlawful purpose. The Guardian/Parent 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.

