

## KBZ BANK SAVINGS DEPOSIT ACCOUNT TERMS AND CONDITIONS

Kanbawza Bank Limited (KBZ Bank) requires that all persons who open KBZ Bank's Savings Deposit Account adhere to set forth the following Terms and Conditions. By requesting or using the Savings Deposit Account of KBZ Bank or permitting someone else to use these on behalf of the Customer, 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 a KBZ Bank Customer holding the Deposit Account at KBZ Bank.
- 1.4 **'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.
- 1.5 **'Introducer'** means a person who already holds a Deposit Account that acts as a referee for new Customers.
- 1.6 **'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.
- 1.7 **'KYC'** means any "Know Your Customer" identity registration requirements issued by the Central Bank of Myanmar to time and other regulatory authorities in Myanmar.
- 1.8 **'Myanmar Kyat or MMK'** means the official currency of the Republic of the Union of Myanmar.
- 1.9 **'Passbook'** means an official book issued by KBZ Bank; recording sums of all transactions on deposits, transfers, withdrawals, fees, and charges.
- 1.10 **'Savings Deposit Account'** means a deposit account or any other type of bank account that allows money to be deposited and withdrawn by the Customer. 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.
- 1.11 **'Schedule of Fees'** means the list of fees collected by KBZ Bank that may change from time to time at KBZ Bank's discretion.
- 1.12 **'Website'** means the KBZ Bank Website at [www.kbzbank.com](http://www.kbzbank.com).

### 2. OPENING OF A SAVINGS DEPOSIT ACCOUNT WITH KBZ BANK

- 2.1 The Customer is required to complete all relevant application forms provided by KBZ Bank and provide all required documents in order to open a Savings Deposit Account with KBZ Bank. KBZ Bank will assume that all information and documents provided by the Customer are correct, accurate, and up to date.



- 2.2 The Customer must be able to provide a National Registration Card (NRC) or a valid passport or an acceptable government-issued identification card.
- 2.3 The Customer must be the legal age of 18 and possess the competency to enter into contracts to open an account.
- 2.4 The Customer must be referred by two introducers at the KBZ branch when opening an account.
- 2.5 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.
- 2.6 For Savings Deposit Account, an initial deposit of not less than 1,000 Myanmar Kyats must be deposited into the Account/s. The Savings Interest rate will apply only to balances above 10,000 MMK.
- 2.7 Person of mature age can open Savings Deposit Account for minors.
- 2.8 Two or more persons of mature age can open Joint Account/s.
- 2.9 Minor Account/s shall be closed when the minor becomes of age and opens new Account/s.
- 2.10 KBZ Bank has the right to refuse to open the Savings Deposit Account/s.
- 2.11 KBZ Bank may change or amend the interest rates and means for calculation for the Savings Deposit Account/s at any time at KBZ Bank's sole discretion.
- 2.12 KBZ Bank may change or amend the minimum amount of the balance of the Savings Deposit Account at any time at KBZ Bank's sole discretion.
- 2.13 KBZ Bank may, from time to time, limit a maximum number of Savings Deposit Account/s per person or organization.

### **3. SAVINGS DEPOSIT ACCOUNT OPERATION**

- 3.1 The Customer is required to maintain a minimum balance as required by the account type.
- 3.2 For Savings Deposit Account, a Customer must bring a Passbook to withdraw cash or transfer to another account via over-the-counter service.
- 3.3 For Savings Deposit Account, only one withdrawal per week transaction is allowed per CBM regulations.
- 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 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 Customer must inform KBZ Bank immediately in writing.



- 4.4 For the expiration or loss or damage of the Passbook, the Customer has the right to request a new one by paying a fee per the prescribed procedures.
- 4.5 No one is allowed to modify any of the official entries of the Passbook.

## **5. TRANSFERABILITY**

- 5.1 The Savings Deposit Account and the respective services provided to the Customer shall not be, in any way, transferred, and to be used by the Customer 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 apply to the successors or the receivers.
- 5.3 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.
- 5.4 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.
- 5.5 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.

## **6. ENCUMBRANCES**

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

## **7. 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.

## **8. WAIVER**

- 8.1 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.
- 8.2 The rights and remedies of KBZ Bank as stated herein shall be cumulative and not exclusive of any rights or remedies provided by law.



## 9. 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.

## 10. ANTI-MONEY LAUNDERING AND SANCTIONS

- 10.1 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.
- 10.2 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.
- 10.3 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.

## 11. INDEMNITY

- 11.1 The Customer 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 Savings 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 the performance of its obligations.
- 11.2 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 Savings Deposit Account.
- 11.3 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.
- 11.4 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.

- 11.5 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.
- 11.6 The indemnities as aforesaid shall continue notwithstanding the closure of the Savings Deposit Account.

## 12. 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:

- 12.1 The head office, affiliates, or any other branches or subsidiaries of KBZ Bank;
- 12.2 Auditors, professional advisers and any other person(s) under a duty of confidentiality to KBZ Bank;
- 12.3 Vendors, installers, maintainers, or servicers of KBZ Bank's computer systems;
- 12.4 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;
- 12.5 Any party entitled to make such demand or request;
- 12.6 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;
- 12.7 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;
- 12.8 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



- 12.9 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.
- 12.10 Any government/regulatory/judicial authority/agency in case of default, if any committed by the Customer in the discharge of its / his / her obligation.

### 13. GENERAL

- 13.1 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 inform KBZ Bank as soon as possible.
- 13.2 Customer must physically be present in KBZ Bank's branch if he/she/it elects to close their Deposit Account.
- 13.3 When closing the Deposit Account, the Customer must immediately return their Cheques book (or) Passbook. All monies held within the Customer's Savings 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 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 Customer.
- 13.4 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.
- 13.5 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 Customer acknowledges and agrees that KBZ Bank reserves the right to charge on the Customer's Inactive Account or Dormant Account keeping charges which will be deducted from the Customer's Inactive Account.
- 13.6 The Customer 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 Customer 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 Customer's request in accordance with the policies and procedures of KBZ Bank.
- 13.7 KBZ Bank may report the principle of Dormant Accounts to the Central Bank of Myanmar as required by the law from time to time.
- 13.8 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.
- 13.9 The Customer agrees and confirms that KBZ Bank is required to provide information to any court or government authorities.



13.10 This service may be canceled or withdrawn at any time for any reason at KBZ Bank's sole discretion without prior notice.

13.11 The operation of the Account is subject to the laws and regulations of the Republic of the Union of Myanmar.

#### **14. 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.

#### **15. 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.

#### **16. 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.

#### **17. 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.

#### **18. 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, legality, and enforceability of the remaining provisions shall not in any way be thereby affected or impaired.



## 19. 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.

## 20. LANGUAGE

These 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 the two versions, the Myanmar version shall prevail.

