

TERMS AND CONDITIONS FOR KBZPAY OFFICIAL ACCOUNTS SPONSORSHIP

These are the Terms and Conditions applicable to Kanbawza Bank Limited's (hereinafter referred to as KBZ Bank) KBZPay Official Account Sponsorship.

1. DEFINATION AND INTERPRETATION

1.1. **"Application Form"** refers to the relevant form used at KBZ Bank to sponsor the content at the KBZPay Official Account under these Terms and Conditions.

1.2. **"Content"** refers to any type of information or media that the account owner share or post on the KBZPay Official Account platform. This includes text posts, photos, videos, links, articles, status updates, comments, and more.

1.3 **"Content Account"** refers to KBZPay Partners selected based on content as their primary product or those with a concentrated brand strategy focused on content, featuring caring and evergreen content."

1.4 **"Commercial Accounts"** refers to commercial businesses that exclusively feature brand and product-related content, including brand messages, product knowledge, promotional campaigns, and similar material."

1.5. **"Company Registration Certificate"** means an official certificate issued by DICA subject to the existing Law of the Republic of the Union of Myanmar.

1.6. **"Confidential Information"** means any and all information in whatever form (including without limitation, in written, oral, visual or electronic form or on tape or disk) that is confidential in nature and identified as such that is disclosed, furnished or communicated by or on behalf of the disclosing Party to the receiving Party through the receiving Party's directors, officers, employees, representatives, or agents in connection with this Agreement or which comes to the receiving Party's attention in connection with this Agreement, including the fact that this Agreement has been signed by the Parties and the terms herein.

1.7. **"Channel Features"** refer to the ability of the account owner to promote their business on their dedicated channel page within the KBZPay Official Account. The owner can customize this page according to their preferences.

1.8. **"Customer"** means the individual who possesses the KBZPay Blue app with a KBZPay account.

1.9 **"Customized Organic Article"** means a dedicated article for your product. It can also direct customers to your pages within KBZPay or other landing pages.

1.10. **"Customized and Whitelisted Article"** means a dedicated article for your product. It can also direct customers to your pages within KBZPay or other landing pages, followed by whitelisted notifications to your targeted market segments (Target: 15,000 x 2 notifications).

1.11. **"Fees"** refer to the charges or payments that the Sponsor agrees to pay to KBZ Bank for the sponsorship content.

1.12. **"Intellectual Property Rights"** means all copyright, patents, trademarks, service marks, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets



and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.

1.13. **"KBZPay Official Account"** mean a convenient space accessible via notifications or the message icon within the KBZPay app, offering curated articles providing to Customers. Customers can engage with high-quality content by liking and sharing it with their loved ones.

1.14. **"KBZPay Official Account Owner"** means the owner will have full control of the Official Account that created from managing contents, viewership and more.

1.15. **"Noti-on Article"** means a dedicated article for your product. It can also direct users to your pages within KBZPay or other landing pages, followed by notifications to all active KBZPay customers.

1.16. **"Platform"** shall mean, and include, the platforms of KBZPay, that the customer accesses for the transactions, including all contents, services and technology offered through the Platform.

1.17. **"Product Features"** refer to your product showcased within our content, with direct links to your pages on KBZPay or other designated landing pages."

1.18. **"Services"** means Sponsorship Content services.

1.19 **"Sponsor"** refers to a business or association or individual sponsoring the content to promote their business at the KBZPay Official Account.

1.20. **"Sponsorship Content"** refers to content that is funded or supported by a Sponsor. Sponsored Content posts ensure that the customers can see the content.

1.21. **"Tailored content"** means customizing business practices to satisfy specific customer needs, thereby enhancing the customer experience offered by the sponsor. Tailored content focuses on delivering experiences that resonate directly with each account customers.

1.22. **"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.

1.23. **"KBZPay"** means a digital wallet (not having KBZ Bank account) whereby everyone can access to financial services and other features anytime anywhere via KBZPay mobile application provided by KBZ Bank and envisaged under this terms and conditions (including the procedures, systems, and software that KBZ Bank has developed) through which the customer can use the mobile financial services and online platform features.

1.24. **"Website"** means the KBZ Bank Website and KBZPay Website at www.kbzbank.com / www.kbzpay.com.

1.25. **"Terms"** means the terms of these terms and conditions determined as follows.



2. SPONSORING OF THE CONTENT AT KBZPAY OFFICIAL ACCOUNT

2.1 The Sponsor is required to complete all relevant application forms provided by KBZ Bank and must provide all required information in order to sponsor the content at the KBZPay Official Account.

2.2 For the individual Sponsor, must be a Myanmar citizen of legal age (18 years or older) and possess the competency to enter into contracts to sponsor content on the KBZPay Official Account.

2.3 For the Business or Association, the Sponsor's place of business or branch or regional office shall be located in Myanmar and shall be registered under the existing Law of the Republic of the Union of Myanmar.

2.4 The Sponsor is responsible for paying the Sponsorship Fee for the sponsored content.

2.5 The Sponsor is responsible for providing the pertinent content, Brand Logo, and product Visual at least seven (7) working days before the scheduled content publishing date.

2.6 KBZ Bank will provide a powerful platform to enhance your brand's visibility, engage with a wide audience, and achieve your marketing objectives.

2.7 KBZ Bank will collaborates closely with your brand, supported by our exceptional content team and create tailored content strategies that align with the Sponsor's specific goals and will provide comprehensive support from planning to execution.

2.8 KBZ Bank will work to understand the Sponsor's brand and its unique needs. KBZ Bank will handle content preparation, ensuring it aligns with the Sponsor's brand voice and objectives. Collaborative development process to fine-tune content for maximum impact.

2.9 KBZ Bank will seek your approval on all content and visuals with detailed scheduling and publishing plans. We will manage the publication of your content and offer continuous monitoring to ensure optimal performance.

2.10 KBZ Bank has the right to change the Fees for the sponsorship content from time to time.

2.11. KBZ Bank has the right to limit a maximum number of content/s per Sponsor from time to time.

2.12 KBZ Bank has rights to refuse to create the sponsorship content for the Sponsor.



2.13 KBZ Bank is fully authorized to terminate the sponsorship content without consent of the Sponsor at any time.

3. RESTRICTED CONTENT

3.1 KBZ Bank prohibits any of the following wording and/or content from being published as Sponsorship Content.

1. Contravening the relevant laws, regulations, court rulings, resolutions, orders, or enforceable administrative measures.
2. Contravening the public order, morals, or customs.
3. Violation the intellectual property rights, including but not limited to copyrights, trademarks, patent rights, rights of publicity, privacy rights, and all other rights conferred by law or contractual agreement with KBZ Bank, KBZPay or a third party.
4. Posting or transmission of excessively violent or explicitly sexual content; content that constitutes child pornography or child abuse; content that promotes discrimination based on race, national origin, creed, sex or gender identity, social status, family origin, etc.; content that encourages suicide, self-injurious behavior, or drug abuse; or content that includes anti-social elements and causes discomfort to others.
5. The wording that result in misrepresentation of KBZ Bank, KBZPay and/or a third party, or deliberate dissemination of false information.
6. Using the Services for sexual conduct or obscene activities; using the Services to arrange or engage in sexual encounters with unknown third parties; using the Services for harassment or defamatory attacks against other Users; or otherwise using the Services for purposes contrary to their intended use as specified by the Services.

4. ELECTRONIC COMMUNICATION



Any communication to be made between you and us in connection with the KBZPay Official Account Sponsorship may be made by electronic mail (including log into the KBZPay Official Account or visit to the KBZPay Official Account) means electronic communication. When you visit to the KBZPay Official Account, the Sponsor was required to agree the all agreements, notices, disclosure and other communication that we provide to the Sponsor by electronically.

5. REVIEW

It is the Sponsor's responsibility to promptly notify KBZ Bank of any errors or irrelevant wording found in the content.

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| Introduction to Sponsorship Packages | KBZ: Present sponsorship packages and explain benefits to merchants. |
| Expression of Interest | Merchant: Indicate interest in advertising on the platform. |
| Agreement and Onboarding | Merchant: Review and agree to the Terms & Conditions, complete the onboarding form (if first-time), and fill out the sponsorship form. |
| Merchant Briefing | Merchant: Provide a detailed briefing to align expectations and requirements. (Day 0) |
| Content Development | KBZ: Develop content based on the merchant's briefing and package specifications. (Day 5) |
| Content Approval | Merchant: Review and approve the developed content. |
| Invoice Processing | KBZ: Send an invoice to the merchant for the sponsorship package. |
| Content Publishing | KBZ: Publish the approved content on the platform. (Day 10) |
| Payment | Merchant: Complete payment as per the invoice terms. |

6. REPRESENTATION AND WARRANT

6.1. KBZ Bank provided the KBZPay Official Account platform on an “as is” and “as available” basis. KBZ Bank makes no representations or warranties of any kind express or implied, as to the operation of KBZPay Official Account platform or the information, content, materials, or products included on KBZPay Official Account. To the full extent permissible by applicable law, KBZ Bank disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. KBZ Bank does not warrant that the KBZPay Official Account, its servers, or e-mail sent from KBZPay Official Account are free of viruses or other harmful components. KBZ Bank will not be liable for any damages of any kind arising from the sponsorship content of KBZPay Official Account, including, but not limited to direct, indirect, incidental, punitive, and consequential damages. Certain laws may not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to Sponsor, some or all of the above disclaimers, exclusions, or limitations may not apply to Sponsor, and Sponsor might have additional rights.

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



7. TAX

Unless otherwise mentioned, commercial taxes applicable on transactions are included in the final price quoted by the Sponsor. Sponsor 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 payments (including fees payable to the Bank), they shall be borne by or chargeable to the Sponsor and payable by the Sponsor to the Bank on demand in addition to all other payments payable to the Bank's commission, expenses, costs (legal or otherwise) and other charges if any together with such taxes under or in connection with or in respect of the terms and conditions.

8. PAYMENTS

8.1. The prices and charges shall be deemed to include all direct and indirect costs. Payment shall not prejudice any possible recovery rights or other claims on the part of the Sponsor with regard to the sponsorship content services rendered. Payments shall take place in MMK currency, unless otherwise specified on the KBZPay website. The Payment will include, without limitation, all and any charges for packaging, delivery and any import taxes or duties or other duties, taxes incurred by the Sponsor.

8.2. If the Sponsor makes the online transaction with a credit/debit card issued from a bank outside of Myanmar, unless the Sponsor's debit/credit card successfully passes the associated verification process, for example Verified by Visa / Master Card Secure Code, J secure Code, or OTP from the issued bank, KBZ Bank reserves the rights to deny the transactions.

9. LIMITATION OF LIABILITIES

9.1. KBZ Bank will not 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.

9.2. KBZ Bank shall be under no liability whatsoever to you or any other party for any loss including money or goodwill arising from the create or operation or modification of KBZ Bank's service by the Sponsor. KBZ Bank shall not be liable to any incorrect submissions by Sponsor such as beneficiary KBZPay account number and amount of transactions, incorrect transfer, and also account information has been lost or stolen. Etc.

10. FORCE MAJETURE

10.1. The Sponsor understands that KBZ Bank shall not be liable for any failure of or delay in the performance of these 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, epidemic or pandemic, 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 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 Sponsor 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.

10.2. KBZ Bank shall not be liable for or required to pay compensation of any nature whatsoever for any loss arising from the unavailability, inconvenience or failures of the services or systems due to the following reasons:

10.2.1. System shut-down for maintenance;

10.2.2. Inability to transmit data due to failures in communications terminals or telecommunications equipment;

10.2.3. Suspension or delay of services or systems failure due to reasons beyond the reasonable control KBZ Bank such as hacker or cyber-attacks, technical adjustments or failure of the telecommunications department, website upgrades, third party problems or any suspension or disruption of transportation or business operation (including but not limited to delays or disruption of the resumption of work or operation ordered by any government agency).

11. INTELLECTUAL PROPERTY

11.1 Except as expressly stated in this Terms and Conditions, nothing herein shall be construed as transferring, assigning, licensing, or otherwise granting to any person any right or interest in the intellectual property rights of any Party or its Affiliates, nor shall it imply an agreement or commitment to do so. Each Party shall refrain from using the Intellectual Property Rights of the other Party unless explicit prior written consent has been obtained. Any use of trademarks, logos, or trade names, including those of any Party or its Affiliates, must receive prior written approval from the respective Party.

11.2. The Sponsor hereby acknowledge that the services constitute original works and have been developed, compiled, prepared, revised, selected, and arranged by Custodian respectively through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, and money and constitutes valuable intellectual property of Custodian and such others. You thereby agree to protect the proprietary rights of Custodian during and after the term of these Terms. You may not selectively download portions of the Platform without retaining the copyright notices. You may download material from the Platform only for the purpose intended by these Terms. Any infringement shall lead to appropriate legal proceedings against you at appropriate forum for seeking all available remedies under applicable laws of Myanmar.

12. COPYRIGHT

All content included on this Material, such as text, graphics, logos, button icons, images, and audio clips, digital downloads, data compilations, and software, is the property of KBZ Bank and/or its content Sponsor and protected by all applicable and copyright laws. The compilation of all content on this Feature is the exclusive property of KBZ Bank, with copyright authorship for this collection by KBZ Bank, and protected by all applicable and copyright laws.

13. INDEMNITY

The Sponsor 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.



14. 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.

15. TERMINATION

KBZ Bank shall have the right to terminate these services any access or KBZ Bank related services in full at its discretion for any time, with or without cause, effective immediately. KBZ Bank reserves the right in its sole discretion to cease or suspend providing all or any part of the Service immediately without any notice to the Sponsor, if (a) the Sponsor breach, or threaten or intend to breach these Terms, (b) KBZ Bank is required to do so under any applicable law, rule or regulation, including, without limitation, (c) the Service relies on data, services or another business relationship between KBZ Bank and a third party service provider and such relationship terminates or changes in such a way that affects KBZ Bank's ability to continue providing the Service; (d) continuing to provide the Service could create a security risk or material technical burden as determined by KBZ Bank in its sole discretion.

16. AMENDMENT

The Sponsor 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 Sponsor shall be responsible for regularly reviewing these terms including amendments thereto as may be posted on the website.

17. DATA PROTECTION AND DISCLOSURE INFORMATION

The Sponsor agrees that KBZ Bank may contact, inquire, maintain, collect, disclose and use any or all information concerning the Sponsor as necessary and appropriate or as KBZ Bank deems beneficial to the Sponsor in receiving information on other products and/or services. The Sponsor agrees and confirms that KBZ Bank is required to provide information to any court or government authorities.

18. LANGUAGES

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 two versions, the Myanmar version shall prevail.

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. ASSIGNMENT AND SUCCESSORS

The Sponsor 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.

21. WAIVER

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.

22. NO PARTNERSHIP

Nothing in these 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.

23. CHANGES TO THE TERMS

KBZ Bank reserves the right to change or discontinue, temporarily or permanently, the Feature, and those products and services available at the KBZPay App, including but not limited to revising and/or deleting features or other information without prior notice. Sponsor agrees that KBZ Bank will not be liable to you for any damages resulting from its modification, suspension, discontinuance, or deletion of the Feature, any elements comprising the Feature, or any products or services available on the KBZPay App. We reserve the right, at our sole discretion, immediately and without notice to you, to suspend or terminate your account and/or your ability to access the Feature and the products and services available on the KBZPay App, for any reason.

