1. INTRODUCTION

1.1 Application of these Terms and Conditions

These **Terms and Conditions (Terms and Conditions**) apply to BSP's term deposits, cheque and savings accounts, and related Deposit Products listed in Schedule 1 for Individual and Body Corporate Customers as at 12 June 2025.

You should read these Terms and Conditions carefully together with all other BSP terms and conditions as they may apply from time to time. If you do not understand any part of them, or if you have any questions, please speak with BSP staff at any branch or call BSP's Call Centre on 180 1212 or 7030 1212. A copy of the Terms and Conditions can be obtained on our website at www.bsp.com.pg

If you are opening a new account, these Terms and Conditions will apply immediately, if you have an existing account with BSP these Terms and Conditions will apply on the above mentioned date. Other terms and conditions, including those implied by Law, also apply. To the extent permitted by Law, these Terms and Conditions shall prevail in the event of any inconsistency.

1.2 Agreement to these Terms and Conditions

You are deemed to accept these Terms and Conditions on the earlier of the date on which you first use your account or your continued use of the account following the date on which these Terms and Conditions came into effect.
If you do not agree to any of the terms contained in these Terms and Conditions you may close your account, however while your account remains open with BSP, these Terms and Conditions will apply.

1.3 Definitions

Account Opening Forms means the prescribed form that is completed and submitted to us by the Customer to open any BSP Deposit Account.

Account Opening Requirement means the information, documents, forms, consents and any other material or actions required by us to open an account, including but not limited to KYC Requirements, proof of and verification of identity, address, signature specimen, tax information, and any relevant declarations and disclosures and/or approvals that may be required under local regulation or in compliance with our internal policies.

Account Reactivation Process means our internal process for reactivating a Dormant Account.

ATM means Automatic Teller Machine.

Authorised Persons has the meaning set out in clause 3.2(a).

Authorised Signatory means anyone authorized to sign on an account for a Body Corporate.

Body Corporate means a legal entity created by Law, capable of having rights, duties and liabilities separate from those of its members or shareholders, including but not limited to Government Agency, statutory bodies, limited and public liability companies, business names, partnerships, and incorporated association or trust.

BSP means BSP Financial Group Limited and its subsidiaries, branches and related entities (or any one or more of them) operating from time to time in any jurisdiction. In these Terms and Conditions, "we" or "us" or "our" refers to BSP.

Business Account has the meaning set out in clause 2.2.

Central Bank means the bank which is the custodian of the monetary and financial system in the country in which your account is domiciled, for example Bank of Papua New Guinea.

Claims has the meaning set out in clause 3.16(i).

Customer means Individual and Body Corporate account holders. In these Terms and Conditions, "you" or "your" refers to the Customer.

Deposit Account has the meaning given in Schedule 1.

Deposit Products means the list of products and accounts (as updated by us from time to time) as set out in Schedule 1.

EFTPoS means Electronic Funds Transfer at Point of Sale and refers to the electronic equipment, electronic system, communications system and software provided by or on behalf of BSP or any third party for use with your card and PIN and or signature to conduct an EFT Transaction and includes, but is not limited to an automatic teller machine, or point of sale terminal.

EFT Transaction means a transaction initiated by your instruction to:

- obtain a balance enquiry or withdraw cash using your card and PIN from any ATM displaying the Kundu Card or VISA logo
- purchaser goods and or services at merchants displaying the Kundu Card or VISA logo by using your card and PIN or signature depending on the relevant requirements of the merchant
- make a payment via the internet or telephone using your card details and any associated security code.

Electronic Banking Channel means collectively, BSP online (including BillPay), Mobile Banking (including Wantok Wallet), BSP Pay, ATM and EFTPoS services provided to you.

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Individual means a natural person.

Joint Account means a personal account that is held in the names of two or more individuals, each of whom has equal rights and access to the account.

KYC Requirements means satisfying BSP's Account Opening Requirements related to our Know Your Customer (KYC) Obligation as they exist from time to time.

Law means the local legislation, regulations, prudential standards, regulatory guidelines of the country in which your account is domiciled.

PIN means the Personal Identification Number allocated by BSP or personally selected by you for accessing banking services with your card issued by BSP.

Relevant Law means any law of any jurisdiction enacted to enable Government Agencies of that jurisdiction to detect and deter money laundering and terrorist financing;

Term Deposit has the meaning set out in clause 2.4.

Transaction Account has the meaning as set out in Schedule 1.

Savings Account has the meaning as set out in Schedule 1.

State means the sovereign government of the country in which your account is domiciled.

2. OPENING ACCOUNTS

Specific Account Opening Requirements are contained in the Account Opening Forms, for Individuals and Body Corporate. Accounts for Body Corporate, depending on the type of entity, be it a business name, company or association, may have different Account Opening Requirements that apply from time to time.

2.1 Identification
We have a regulatory obligation to ensure that we can identify and that we verify the identity of any and all account holders and account signatories. To enable us to do this, account holders and any Authorized Signatory of an account, must satisfactorily meet our KYC Requirements. We will require you to produce documents which establish your identity and legal nature and any additional information requested on our Account Opening Forms.

2.2 Business Accounts
Body Corporate are permitted to open Deposit Accounts provided they meet our Account Opening Requirements and KYC Requirements. To open a Deposit Account for Body Corporate, the following information may be required:
(a) company or business profile;
(b) Certificate of Incorporation, trading licence or IPA certificate;
(c) IRC Tax Identification Number;
(d) meeting minutes of the board for approval to open the Deposit Account;
(e) valid ID for each signatory; and
(f) any additional documentation as required from time to time.

2.3 Joint Accounts
If you are opening an account with another person the following will apply:
(a) any changes to the account or over the counter withdrawals will require either to sign;
(b) relevant identification from you and the other person; and
(c) specimen signatures of both you and the other person to be used on the account.

The method of operation for Joint Accounts will be that either one of the account holder may sign or authorize withdrawals or other transactions on the account. You should be aware that each of you is liable for debts on the account and that if the account is overdrawn; each of you is liable to pay us the overdrawn amount. Where one person becomes incapacitated or deceased the remaining person retains sole authority and responsibility for any debts on the account.

2.4 Term Deposit
A Term Deposit is an account where you agree to leave a deposit of a fixed amount with us for a fixed period at a fixed interest rate. The funds will be available on the day the term matures. Interest is calculated from the day the Term Deposit is paid to us up to the date of maturity. Further terms and conditions as applicable to your deposit will be provided upon application and creation of your Term Deposit account and the issuance of a certificate.

2.5 Kids Account & Sumatin Accounts
Account opened under these products have age specific requirement; Kids 0-12 years, Sumatin 13-25 years. You would be advised of this condition at the time of on-boarding. BSP reserves the right to transition accounts immediately from Kids to Sumatin or Sumatin to Kundu in the event the customer has breached the age requirement for the product.

2.6 BSP's reserved right
We reserve the right not to open an account for reasons including but not limited to:
(a) Customer has not satisfied our Account Opening Requirements including verification of identification of an Individual or Body Corporate;
(b) Customer had provided misleading and/or false information on the Account Opening Forms;
(c) we reasonably suspect that the account is intended to be used for money laundering, fraud and other illegal purposes which may contravene the Law; and
(d) we in our absolute discretion determine not to open an account.

3. OPERATION OF ACCOUNTS

3.1 Operating your account
Deposits can be made to your account in a number of ways including:
(a) over the counter cash or government issued cheque deposits at any BSP branch (including Sub-Branch);
(b) by having your salary or other source of funds paid directly into your account;
(c) by having funds transferred into your account through any of BSP's Electronic Banking Channels; and
(d) Deposits through BSP Agents
(e) Deposits through BSP ATMs

Withdrawals can be made from your account in a number of ways including:
(a) over the counter cash withdrawals at any BSP branch;
(b) through the use of an ATM or EFTPoS, if your account is linked to a card;
(c) by having funds transferred from your account through any of BSP's Electronic Banking Channels, if your account is linked to these channels; and
(d) Withdrawals through BSP Agents

You agree that it is your responsibility to monitor the activities in your account and ensure that any suspicious transactions are reported to us promptly but in any case no later than three (3) months from the occurrence. If a complaint is reported after three (3) months of an incident occurring, we will use our best endeavours to address the dispute or complaint raised.

3.2 Persons authorised to operate accounts
(a) Your accounts with us may only be operated by persons ("Authorised Persons") authorised by you and provided we have received and accepted notice of such authority in a manner required by us, including in relation to Body Corporate due corporate authority from the relevant business.

(b) You agree that:
(i) you are responsible for the appointment, administration and conduct of your Authorised Persons and must ensure they have been given the appropriate authorisation required and they act within that authority;
(ii) we may contact the Authorised Persons to carry out our "know your customer" activities. We will notify you if we cannot accept such person due to our policies or any applicable Law;
(iii) you will notify us immediately of any changes to your Authorised Persons and agree that such changes will not be effective until processed by us. If we cannot process the change, we will notify you as soon as reasonably practicable. You will remain responsible for all transactions that are processed while your change request is being processed;
(iv) you are bound by and remain liable for all acts and transactions of an Authorised Person; and
(v) despite any claims, complaints or requests by you or anyone else about the validity of the appointment or authority of any Authorised Person, we are entitled to rely on the signatures and instructions of the current Authorised Persons who have been accepted by us until such time as such Authorised Persons are changed by processes accepted by us.

3.3 Scope of authority
An Authorised Person will be deemed to have the authority to give instructions, sign any document and perform any act on your behalf in respect of the accounts to which their authority relates.

3.4 Cash handling and availability
Any amount of funds can be withdrawn from the account provided that it does not exceed the minimum balance specified for the account by us or the available balance held in the account. Minimum balances are placed to prevent accounts from being overdrawn. When an amount of cash is withdrawn or deposited over a certain limit as defined by us, we will charge a cash handling fee as published on our website, https://www-bsp-com-pg-agfud-6dwcvh6hae9.a01.azurefd.net/uploads/2025/06/BSP-PNG-Personal-Non-Personal-Account-Schedule.pdf and subject to change from time to time. You will be notified in accordance with clause 11.2 of any changes to the cash handling fee. The Central Bank requires that cash notes brought in for deposit are flattened and not folded.

3.5 Cheque facility
Government issued cheques deposited to your account may take a number of days to clear, usually between 2 to 9 business days. Customers can ask for a special clearance if they wish for such a cheque to be cleared quickly. We do not guarantee a same day clearance on any government issued cheque sent for special clearance.

3.6 BSP's authority to undertake account activities
You authorise us to accept deposits, make credits and attend to collection of proceeds.

3.7 Joint Account and additional signatories
You or one of the persons you have notified us as being authorised to make amendments to your account authorisations may authorise us to open Joint Accounts and approve the addition of any authorised third party.

3.8 Circumstances where BSP may elect to not follow instructions
We may elect not to follow your instructions (or the instructions of anyone acting on your behalf) in relation to the operation of the account or performance of any transaction if:
(a) we are not satisfied (at our sole determination) that the person giving the instruction has authority (for example, if we are not satisfied that the signature on the instruction matches the specimen signature held);
(b) in our opinion, the instructions are not clear;
(c) we cannot authenticate or validate any information or documents relating to the account or service, a person who is authorised to transact on it, or the transaction; or
(d) without limiting clause 3.2(b)(v), we are notified of a dispute between Joint Account holders, partners or directors. In such a case we may require all Joint Account holders, partners or directors to sign an authority (in a form required by us) to operate the account.
(e) where required to do so under clause 10

3.9 Overdrawing the account

3.9.1 Unauthorised overdrawn account
Unauthorised overdrawn accounts occur in number of ways, including:
(a) the amount of withdrawals and other transactions posted to the account exceeds the available balance in the account; and
(b) government cheques deposited into the account are returned and funds have been withdrawn against these items.

Any overdrawn amount will immediately become due and payable to us. Please ensure that there is sufficient and cleared funds in the account before withdrawing or proceeding with a transaction from the account to avoid unauthorised overdrawn balances on the account.

3.9.2 Dishonouring a transaction
If there is insufficient cleared funds in the account to cover a transaction, we may dishonour the transaction to prevent the account becoming overdrawn. A fee is charged to the account when a government issued cheque is dishonoured. An inward dishonour occurs when a government issued cheque deposited into a BSP account is not paid by the Central Bank.

3.9.3 Reversal of erroneous transactions
We may reverse a transaction that was conducted in error provided that:
(a) a written request in the prescribed form is lodged with us within 24 hours (or such other reasonable time frame as we may determine) of the transaction occurring;
(b) you indemnify us, in a form and substance satisfactory to us, against any and all claims, losses, damages, costs, or expenses incurred by you or any third party arising from the reversal; and
(c) we determine that the funds relating to the transaction are available and have not been withdrawn, transferred or otherwise disposed of.

We may require additional documentation or information from you to support the request for reversal.

3.10 Interest
We may charge interest at such rate as we determine from time to time on any overdrawn account. We will credit interest on any Term Deposit at the rate agreed with you. We may also credit interest on any balance in any Savings Account or Transaction Account at such rates and tiers as we determine from time to time.

3.11 Standing order
A standing order is an instruction from you to us to pay a set amount of money from your account to another BSP account. It is your responsibility to cancel a standing order instruction.

3.12 Dormant account
If you have not conducted any transactions on an account for 24 months, excluding bank fees and charges, the status of the account will be changed from active to dormant. Whilst the account is dormant, a dormancy fee, where applicable, will apply every month. The dormant account can be reactivated by the account holder in accordance with our Account Reactivation Process. Funds in the dormant account can be held for up to seven (7) years. If, prior to the expiration of the seven (7) years, the funds are not claimed by you then we will close the account and forward the existing balance to the State as required by Law.

3.13 Freezing accounts
You agree that we are not required to put a hold on, freeze or otherwise restrict any of your accounts without your instructions to do so (in a form required by us), unless we are required to do so by a statutory direction or court order; or where we have determined it necessary to do so under clause 10.

3.14 Changing your account details
You must advise us immediately and in writing if any details linked to your account has changed. At the time of notification you must also present a form of personal ID satisfactory to us to confirm your ID (for Individuals); and a supporting letter from the business and the personal ID's of the new signatories (for Body Corporate). We may undertake our own verification before any changes are made to the account.

3.15 Preservation of other rights
Nothing in this clause 3 extinguishes, replaces, varies, limits or in any way affects any of our rights to close or terminate your accounts under these Terms and Conditions or at Law.

3.16 Release and indemnity
You agree to:
(a) release us from all claims, actions, suits and proceedings ("Claims"); and
(b) indemnify us from and against any loss, damages, costs, expenses or liability we may suffer or incur due to a Claim;

arising from the proper operation by us of your accounts in accordance with this clause or as otherwise agreed in writing with you by us.

4. STATEMENT OF ACCOUNT

4.1 Statements
(a) You should keep all vouchers and transaction receipts given to you for any transaction performed using the account. You must check your statement of account carefully and immediately notify us of any error or transaction you believe is unauthorised or a disputed transaction.
(b) Bank statements for the account will be issued by us only when requested by you at any BSP branch and ATM.

4.2 Adjustments to account balance
The date on which a transaction is processed to your account may differ from the date on which the transaction occurred or is registered as effective. For example, where we are provided with information concerning a purchase made using the account a number of days after the purchase was made, we may treat the transaction as being effective on the date on which it was made. We may also subsequently adjust a debit or credit to the account so as to accurately reflect all transactions undertaken by you and for our and your legal obligations (for example, because of an

error, a dishonor of a government issued cheque or a resolution against you of a dispute). In all circumstances, we may make consequential adjustments to the balance of the account.

5. FEES AND CHARGES

5.1 Service fees and charges
We apply service fees for the operation of BSP accounts and the use of BSP's Electronic Banking Channels. You are responsible for paying the fees for all services and transactions carried out related to the account. You must at all times maintain the minimum balance on the account unless we have agreed in writing to provide you with an overdraft facility. We reserve the right to charge you fees when you use our accounts and services and to make changes to our fees from time to time.

Government tax, duties and charges may be applied to the account. A withholding tax is applied to interest payable to you and is subject to change. We recommend that you obtain your own tax advice regarding all tax matters as the tax effect of any product or transaction depends upon your tax circumstances.

Information about all BSP fees and charges are available on our website,
https://www-bsp-com-pg-agfud6dwcvh6hae9.a01.azurefd.net/uploads/2025/06/BSP-PNG-Personal-Non-Personal-Account-Schedule.pdf

6. CLOSURE OF ACCOUNTS

6.1 Closing your account
You may close the account at any time and we will pay you the balance in the account after deducting any applicable fees, provided that you have:
(a) returned or cancelled your cards;
(b) cancelled any automatic payments under the account; and
(c) repaid any money you owe to us and have no contingent liabilities due to us.

6.2 BSP may close the account:
We may exercise our discretion to close your account at any time due to unsatisfactory conduct or for any other reason we deem (in our sole discretion) appropriate, including but not limited to:
(a) when the account is overdrawn (or nil balance) for three (3) consecutive months (for Individual accounts)) and three (3) consecutive months (for Body Corporate accounts);
(b) after two (2) years of dormancy;
(c) if you have given us false or misleading information;
(d) if you have breached any Laws;
(e) if you do not comply with any of our terms and conditions;
(f) if instructed to do so by a competent court in the country that your account is domiciled;
(g) where we reasonably suspect breaches of any undertaking or obligation in respect of Anti-Money Laundering and Counter-Terrorism in accordance with clause 10; and
(h) if it is in our best interest.

Where required, we will give you fourteen (14) days' notice before closing the account. Where the account has a credit balance, before it is closed, we will either take reasonable steps to return the balance to you or, where the relevant statutory requirements have been met, we may transfer the balance to the relevant Government Agency as unclaimed money.

6.3 BSP's reserved right
For the avoidance of doubt nothing in this clause 6 extinguishes, replaces, varies, limits or in any way affects our right to establish or decline banking relationships with anyone as we deem appropriate.

7. DATA AND ACCOUNT PROTECTION

7.1 Collection, use and disclosure of information
7.1.1 Unless prohibited to do so by Law, we may disclose the information collected to:
(a) other organisations to help us assess financial risk or to recover debt;
(b) credit reference agencies;
(c) affiliates of the BSP Group such as advisers, consultants or service providers, any of the banks subsidiaries, branches, head office or representatives;
(d) any authority, regulator or Government Agency in any jurisdiction as we may in our absolute discretion consider appropriate, necessary or advisable; or
(e) other organisations to assist us in meeting compliance obligations in respect of sanctions, anti-money laundering, counter-terrorism financing and proceeds to crime;

7.1.2 We may collect and use your information:
(a) to assist in providing information about a product or service;
(b) to consider your request for a product or service;
(c) to enable us to provide or better our product or service offering;
(d) to tell you about other products or services that may be of interest to you;
(e) to assist in arrangements with other organisations (such as subsidiary companies) in relation to the promotion and provision of a product or service;
(f) to perform other administrative or operational tasks (including, but not limited to risk management, systems development and testing, credit scoring, staff training, and market or Customer satisfaction research);
(g) to prevent or investigate any fraud or crime (or a suspected fraud or crime); or
(h) as required by relevant Laws, regulations, codes and external payment systems.
We will not collect sensitive information, such as health information, without your consent.

7.1.3 Consent to use information
You consent and agree that we may (without liability) collect, use and disclose all information concerning you and your account to any BSP Group member, Government Agency, or other law enforcement agency or court as required by any relevant Law or if we consider, in our sole discretion, that such disclosure is necessary for us or for you to comply with the relevant Laws.

7.2 Protecting your account
We agree to help you maintain the security and privacy of your account information in accordance with our policies, irrespective of any other security measures introduced by us. Given these, you are required to keep your PIN, usernames, passwords and security codes secret. You must not disclose your PIN, usernames, passwords or security codes to any third party or unauthorised persons. The use of your BSP card(s) by third parties or unauthorised persons is prohibited. If your card(s) are lost, stolen or misplaced you must advise us immediately so that we can put a stop to the card(s). We will not be liable for any losses incurred prior to your notification in writing to us. To protect your account we have placed a daily limit on the cash withdrawals at the ATM and a daily limit on the EFTPoS when purchasing goods using your BSP card(s).

8. CHANGES TO THE TERMS AND CONDITIONS

8.1 Variation
8.1.1 We may vary these Terms and Conditions at any time. For example, we may change:
(a) interest rates and the way we calculate interest;
(b) service charges and transaction fees; or
(c) interest we charge or pay you.

8.1.2 Changes to these Terms and Conditions will take effect immediately upon notice by any one of the following means:
(a) a public notice in any daily newspaper circulating in the country that your account is domiciled;
(b) by notice displayed in BSP branches; or
(c) by notice displayed on the BSP website or online social media channels.

Where a change has an impact on a Customer, we will give you seven (7) days' notice before the change takes effect. Advance notice may not be given where a change has to be made for compliance with Laws or to restore or maintain the security of our

systems or of the accounts.

You are deemed to have accepted any changes to the Terms and Conditions through the continued use of your account. In the event you do not agree to any change to the Terms and Conditions, you must contact and advise us immediately in writing. You may elect to close your account in the event you do not agree to any changes to the Terms and Conditions.

9. DISPUTES, ENQUIRIES AND COMPLAINTS

If you need to make an enquiry or lodge a complaint regarding any matter relating to the use of your account, please contact us using the contact details provided at the beginning of these Terms and Conditions. We will endeavour to address your enquiry or complaint immediately or as soon as reasonably practicable, as the case may be.

All complaints to us regarding any matter relating to the use of your account must be reported as soon as reasonably practicable (and in any case no later than three (3) months of an incident occurring). If a complaint is reported after three (3) months of an incident occurring, we will use our best endeavours to address the dispute or complaint raised.

10. ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING

10.1 Operation and effect

This clause 10:

(a) is in addition to any of our other rights, powers and remedies and any of your obligations, warranties and commitments under these Terms and Conditions or at Law;
(b) will apply despite any provision of these Terms and Conditions which is contrary to, or inconsistent with, this clause.

10.2 Acknowledgements and undertakings

(a) You acknowledge that:
  (i) we are committed to complying with all relevant Laws; and
  (ii) the ability of the BSP Group to comply with relevant Laws is directly linked to your conduct.
(b) You undertake and agree:
  (i) to comply with all relevant Laws and to conduct your business in a manner which will not result in the BSP Group being in breach of any relevant Laws;
  (ii) to notify us promptly (unless prohibited by Law from doing so) if you become aware of any claim, action, investigation or proceeding brought against you or your subsidiaries or related entities in respect of any breach of a relevant Law;
  (iii) that, at the time you give us any instruction to make any payment or undertake any other transaction, you will have no reason to suspect that any such payment or transaction will breach any relevant Law; and
  (iv) to provide to us within a period specified by us,) any information (including proper accounts and records) we may reasonably require from time to time to manage the risks of money laundering and terrorist financing, to comply with relevant Laws and to allow us to discharge our duties, obligations and responsibilities under the relevant Laws.

10.3 Our rights - Unlawful conduct or a failure to provide information

(a) If we suspect that any payment or other transaction made or undertaken by you may breach (or has breached) a relevant Law or may involve (directly or indirectly) other unlawful conduct or if we believe, in our sole determination, you have not provided us, where requested, with sufficient information to discharge our obligations and functions under or in respect of a relevant Law, we may, without any liability:
  (i) restrict or close your account;
  (ii) delay, block or refuse to process any payment or other transaction;
  (iii) stop providing a product or service to you; and
  (iv) refuse to use, deal with, or facilitate any of your assets held by BSP.
(b) We may do all acts, matters and things necessary to comply with our obligations under the relevant Laws, including (without limitation) to complete and submit suspicious matters and report to the relevant Government Agency.

10.4 Event of Termination

It is agreed that:

(a) these Terms and Conditions may be terminated (in addition to clauses 6.2 and any other rights of termination) under clause 10.3(a)(i);
(b) we may terminate these Terms and Conditions immediately in the following circumstances:
  (i) a breach by you of any undertaking or obligation under this clause 10;
  (ii) a breach by you of any relevant Law;
  (iii) a failure by you to do anything (as requested by us) to allow us to comply with any obligations under the relevant Laws; and
  (c) we may terminate these Terms and Conditions immediately on notice if we are required to do so or to otherwise terminate the Customer relationship as required under any relevant Law.

11. GENERAL MATTERS

11.1 Governing law

These Terms and Conditions are governed by the applicable Laws of the country in which your account is domiciled.

11.2 Notices

We may give notice, and notice will been deemed to have been given where:

- it is published on our website, www.bsp.com.pg or on any of our social media channels;
- a public notice is published in any of the daily newspapers circulating in the country where your account is domiciled; or
- a notice displayed at any of our branches or head offices.

The relevant notice period will commence from whichever form of notice above is activated first.