

SAVING ACCOUNT

ACCOUNT NO:.....

Date :

To : MUFG Bank, Ltd.
Yangon Branch

Dear Sirs,

We request you to open a (Type of Currency) saving account for and in the name of
a company incorporated in, subject to the Terms and Conditions Relating to the
Operation of Saving Accounts and our furnishing you with all documents required.

We accept and acknowledge the Terms and Conditions Governing Saving Accounts ("T&C") and confirm that we have read, understood and agree to abide and be bound by the T&C (including any alterations, amendments or additions thereto as may be made by you from time to time). In this connection, we agree to sign and return to you a copy of the signed T&C.

Registered Name:

Registration Number:

Registered Address:

Telephone Number:

Yours faithfully,

.....

Authorised Signature(s)

Designation

Company Stamp/Seal

***** FOR BANK'S USE ONLY *****

MANAGER	OFFICER	Signature Verified

MUFG BANK, LTD.

Terms and Conditions Relating to Savings Accounts

1. These terms and conditions serve to govern and regulate the position between MUFG Bank Ltd, Yangon Branch (hereinafter referred to as the "Bank") and the account holder (hereinafter referred to as the "Customer") of a savings account (hereinafter referred to as the "Savings Account") and shall bind the Customer who shall abide by all these terms and conditions in force from time to time.
2. The acceptance and continuance of the Savings Account is entirely at the discretion of the Bank.
3. All applications to open the Savings Account shall be made on the form provided by the Bank. The applicant must produce his personal National Registration Card (NRC) or Passport and to register his address and his specimen signature with the Bank.
4. A Savings Account may be opened with an initial deposit as determined by the Bank and a minimum balance shall be maintained at all times. Such initial deposit and minimum balance amounts are as prescribed by the Bank in its prevailing schedule of charges and fees.
5. Deposits made in a form other than cash (including cheques, drafts, money and postal orders) may also be credited to the Savings Account when paid in but the amount of such deposit will not be available for drawing and shall not begin to accrue interest until the proceeds are received by the Bank. When any deposit for collection is dishonoured, the original entry will be cancelled and that deposit shall be considered as not having been made. The Bank will not accept the deposit of cheques payable to the order of third parties.
6. Where funds are credited to the Savings Account and the cheque or instrument paid in by the Customer in relation thereto is returned unpaid by the bank where it is payable, or by any agent which acts as collecting agent, or the moneys are received as a result of an error, omission, negligence or fraud on the part of the transferor or a third party and the Bank is, or may be, required to refund or return such moneys, the Bank will debit the Savings Account with the Bank's service charges and with the amount equal to the funds so credited. The Bank shall be entitled to effect such debit even if there are insufficient funds in the Savings Account and/or the Bank had allowed the Customer to make cash withdrawal against such funds.
7. The Customer, when paying-in, shall fill up the relevant blanks in the paying slip supplied by the Bank. The counterfoil must be countersigned by an Officer of the Bank or verified by a teller's machine. The Customer is required to see that this is done before leaving the Bank's counter and must report immediately to the Bank any discrepancy found therein.
8. The Customer must complete and sign a withdrawal form in person whenever a withdrawal is made. The Bank shall be entitled to deduct all charges due to it from the balance of the Savings Account before permitting the last withdrawal.
9. Unless the Savings Account has been designated as dormant, a statement of the Customer's Savings Account will be rendered once a month. The Customer is required to examine all entries in the statement of account and report immediately to the Bank any error or omission found therein. If the Customer does not within seven (7) business days after the receipt of the statement of account object to any entry or report any omission therein, the Customer shall be deemed to have accepted the entries made up to the date of the last entry in the statement of account as correct and, such entries will be deemed correct and conclusive as against the Customer who shall be bound by such entries.
10. The Customer must immediately notify and register with the Bank any change of address. All communications sent by post addressed to or delivered by a messenger at the Customer's address last notified to the Bank shall be deemed to have been duly delivered to the Customer on the seventh day after posting or, as the case may be, when delivered by the messenger.
11. Interest shall accrue on a daily basis at the Bank's current rate of interest on the credit balance standing in the Savings Account at the end of each day. Such interest shall be credited quarterly after the close of business on March 31, June 30, September 30 and December 31. Any interest accrued and which has not been credited will be paid upon the closing of the Savings Account.
12. No interest shall be payable on any amount in the Savings Account if the Customer fails to maintain the minimum balance requirement and the Savings Account may be subject to a service charge as prescribed by the Bank in its prevailing schedule of charges and fees.
13. Without prejudice to any other provision of these terms and conditions, if the Bank determines that there have been no transactions conducted by the Customer in connection with the Savings Account for such period, as may be determined by the Bank from time to time, the Bank may, in its discretion, (a) designate and declare the Savings Account to be a dormant account (hereinafter referred to as the "Dormant Account"), (b) levy such fees and charges from time to time in relation to such Dormant Account as it may think fit, and debit the same from such Dormant Account and/or (c) close such Dormant Account. No interest will accrue or be paid by the Bank on unclaimed balances in a Dormant Account after it has been closed.
14. When the Customer withdraws the whole of the balance in the Savings Account, it will automatically be closed. Should the Savings Account be closed within six months of its opening, a charge as prescribed by

the Bank in its prevailing schedule of charges and fees will be made and the Bank shall be entitled to deduct this and all other charges due to it from the balance before permitting the last withdrawal.

15. The Savings Account cannot be pledged and any balance therein is not transferable and cannot be assigned or transferred, to any other person as security without the consent of the Bank.
16. The Customer authorises the Bank and its officers or agents to disclose any information in connection with the Customer, its accounts or any financial products/services or proposed financial products/services, whether or not pursuant to any court order or as allowed by any regulation or law, as the Bank deems fit, to (i) its offices and associated/related corporations (wherever situated) or any other person as the Bank shall consider appropriate for any such commercial, banking, administrative, funding or business purposes as the Bank deems fit.
17. The Bank intends to, may or will, collect, use, disclose and/or process personal data about the Customer that the Customer had and will provide the Bank for the purpose of providing the Customer with marketing, advertising and promotional information, materials and/or documents relating to products and/or services (including products and/or services of third party merchants whom the Bank may collaborate or tie up with) that the Bank may be selling, marketing, offering or promoting in the future (the "Marketing Purposes"). In this regard, the Bank or through the Representatives located within or outside Myanmar, intends to, may or will send you such marketing, advertising and promotional information by way of postal mail, electronic transmission to the Customer's email address(es), voice/phone call, SMS/MMS (text messages) and/or fax.
18. (a) The Bank which conducts business on a global scale, is required to ensure compliance with economic sanctions for the purpose of complying with those economic sanctions laws and regulations that are applicable to MUFG Bank Ltd including the Foreign Exchange and Foreign Trade Act of Japan (FEFTA), The Office of Foreign Assets Control, U.S. Department of the Treasury (OFAC), European Union Regulations, United Nations Security Council resolutions and local regulations for each MUFG unit location. In order to ensure compliance by the Bank, the Customer shall not cause the Bank to process any transactions which could implicate MUFG or the Bank to be in possible violation of any applicable sanctions regime, and the Customer shall provide full cooperation to the Bank including but not limited to immediate provision of accurate information, supporting documentation and attestation upon request by the Bank.

(b) The Bank may, without incurring any liability whatsoever to the Customer, take or refrain from taking any action the Bank in its sole discretion deems appropriate to comply with or avoid a breach of any economic or trade sanctions laws or regulations that affect the Bank or any other branch or entity related to the Bank whether in Myanmar or elsewhere. The actions the Bank may take include, but are not limited to, the freezing of the Customer's assets, the suspension or termination of the Customer's account, the holding of the Customer's funds without payment of interest whether in the same or separate account, the cancellation or blocking of any transaction relating to the Customer or the Customer's account and the submission of reports, documents and information to relevant authorities. Nothing in this clause shall release the Customer from the Customer's obligation to pay fees and charges due to the Bank.

19. MUFG Bank Ltd including each MUFG unit location or branch shall not be liable for any loss (whether direct or consequential and including, without limitation, loss of profit or interest) or damage suffered by the Customer or any party arising out of:
 - (a) any delay or failure by the Bank including each MUFG unit location or branch in processing any payment or other information or communications, or in performing any of its duties to the Customer as described in these Terms and Conditions, caused in whole or in part by any steps which the Bank including each MUFG unit location or branch, in its sole and absolute discretion, considers appropriate to take in accordance with these Terms and Conditions; or
 - (b) the exercise of any of the Bank's rights under these Terms and Conditions.
20. (a) The Customer represents and warrants to the Bank (as continuing representations and warranties) that:
 - (i) it is responsible for the diligent discharge of its own tax affairs, liabilities and obligations;
 - (ii) it is in full compliance with all laws and regulations relating to tax affairs, sanctions, anti-money laundering and the financing of terrorism binding on or relevant to the Customer, whether in Myanmar or elsewhere.
 - (iii) it has not committed or been convicted of, any tax, sanctions, money laundering or terrorism financing offences, whether in Myanmar or elsewhere, nor is the Customer subject to any investigation or criminal proceedings, whether in Myanmar or elsewhere in relation to tax matters, sanctions, money laundering or terrorism financing; and
 - (iv) none of its moneys or assets constitute proceeds from tax, money laundering and/or terrorism financing offences, nor are they from any illegal or illicit sources, or in violation of any economic or trade sanctions laws or regulations.

- (b) The Customer shall:
- (i) provide the Bank promptly on request any information relating to the Customer's tax affairs as the Bank deems fit;
 - (ii) ensure the accuracy of all information it provides to the Bank, any tax authorities or governmental authorities (as the case may be) in relation to any tax, sanctions, money laundering and/or terrorism financing matters; and
 - (iii) ensure that none of its moneys or assets will be lent to, invested in or otherwise paid to or used, directly or indirectly, for any tax-illicit, money laundering or terrorism financing purposes or in violation of any economic or trade sanctions laws or regulations.
21. (a) The Customer hereby represents and warrants to and for the benefit of the Bank that it:
- (i) is not a foreign financial institution as defined in Section 1471(d)(4) of the Code (as defined below) which, unless otherwise exempted, could be required to make a deduction or withholding from a payment under these terms and conditions required by FATCA ("**FATCA Deduction**") (a "**FATCA FFI**"); and
 - (ii) is not a resident for tax purposes in the United States of America or whose payments under these terms and conditions are from sources within the United States of America for US federal income tax purposes (a "**US Tax Obligor**").
- (b) The Customer undertakes that it shall not become a FATCA FFI or US Tax Obligor.
- (c) The Customer's payments must be made without set-off or counterclaim and without any deduction, FATCA Deduction or withholding (whether for tax or otherwise). If the Customer is compelled to make any deduction, FATCA Deduction or withholding, it shall indemnify the Bank against the same and shall pay such additional amounts as the Bank shall certify as necessary to ensure receipt by the Bank of the full amount which the Bank would have received but for such deduction, FATCA Deduction or withholding. If the Customer makes such a payment, it shall also deliver promptly to the Bank such tax receipts or other evidence of payment as the Bank may reasonably require.
- (d) "FATCA" means:
- (i) Sections 1471 to 1474 of the US Internal Revenue Code of 1986 (the "**Code**") or any associated regulations or other official guidance;
 - (ii) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (i) above; or
 - (iii) any agreement pursuant to the implementation of paragraphs (i) or (ii) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.
22. In addition to any general lien or similar right to which the Bank may be entitled by law, the Bank shall be entitled at any time and without notice to the Customer to combine, consolidate or merge all of the Customer's accounts (including, without limitation, the Savings Account) and to set off any amount standing to the credit of any of the Customer's accounts (whether matured or not) against any of the Customer's liabilities to the Bank howsoever arising and whether actual, contingent, primary, collateral, several or joint. The Bank shall have a banker's lien on, and shall have the right to retain any funds, securities or other valuables of the Customer held by the Bank until all of such Customer's liabilities to the Bank have been paid and discharged in full.
23. The Bank reserves the right to add to or modify any or all of these terms and conditions at any time. Notwithstanding Clause 10, such additions or modifications shall become effective after 30 days from the date of a notice to the Customer or any other date specified in the notice.
24. These terms and conditions and the operation of the Savings Account are subject to and governed by the laws of Myanmar and the Customer submits irrevocably to the non-exclusive jurisdiction of the courts of Myanmar.
25. References to days or months throughout these Terms and Conditions are respectively to calendar days or months, unless otherwise stated,

I/We accept the above Terms and Conditions

Date and Authorised Signature(s)