

**FIXED DEPOSIT**

Date : .....

To : MUFG Bank, Ltd.  
Yangon Branch

Dear Sirs,

We ..... wish to place a fixed deposit with you  
subject to your Terms and Conditions Relating to Fixed Deposit.

We accept and acknowledge the Terms and Conditions Relating to Fixed Deposit ("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 Fixed Deposit

1. These Terms and Conditions apply for placement of fixed deposit in whatever currency (collectively, the "Fixed Deposits") by the customer (the "Customer") with MUFG Bank, Ltd Yangon Branch (the "Bank"). The Customer shall place separate Fixed Deposit for each different currency (each, a "Fixed Deposit Contract"). The minimum amount for each Fixed Deposit shall be such amount in the relevant currency as determined by the Bank. The Bank reserves the right not to accept deposits in any currency.
2. At the placement of Fixed Deposits, the Bank will issue a deposit confirmation (the "Confirmation") to the Customer, which shall not be a valid Confirmation unless validated by the Bank's computer terminal or is signed by an officer of the Bank. The Confirmation will bear a unique number of the Bank, which shall be for the exclusive use of the Customer at the counter of the Bank only. The Confirmation will contain particulars of the Customer, Fixed Deposit Contract number, and details of the Fixed Deposit such as the principal amount and currency, rate of interest and term of deposit. The Confirmation is only evidence of the Fixed Deposit, it is not negotiable, is not a document of title and cannot be pledged, nor can any Fixed Deposit be assigned or transferred, to any other person as security without the prior written consent of the Bank. In the event of any discrepancy between the copy of the Confirmation kept by the Bank and the original Confirmation kept by the Customer, the copy kept by the Bank shall prevail save for manifest error.
3. The Bank may issue a replacement Confirmation where the Bank is satisfied that the Confirmation to be replaced has been damaged, lost or stolen. If the Confirmation to be replaced is not presented for cancellation on the Customer's request for issuance of the replacement Confirmation, the Bank need not issue the replacement until the Bank receives such indemnities from the Customer as the Bank may in its discretion require together with any such evidence satisfactory to the Bank of the loss, theft or destruction of the original Confirmation to be replaced. If the Customer subsequently recovers the Confirmation, which has been replaced, the Customer must present the relevant Confirmation to the Bank for cancellation immediately.
4. The Bank will only effect placement of Fixed Deposit on a business day (the "Business Day"), which shall be a day that is not a Saturday, Sunday, a public holiday in Yangon and, if applicable, a public holiday in the country of the currency of placement.
5. When placement of a Fixed Deposit is effected, the term of the deposit and the rate of interest on the principal amount placed shall, unless otherwise determined and set by the Bank, be set in accordance with the Bank's prevailing rate at the time the relevant placement is deposited in the relevant currency. Interest on the principal amount of the Fixed Deposit shall accrue at such rate of interest on a daily basis and on the last day of its

term, or, as the case may be, on each interest payment date, as specified in the Confirmation. If the maturity date or interest payment date (as the case may be) falls on a day other than a Business Day, the relevant maturity date or interest payment date shall be extended so as to fall on the next Business Day.

6. Withdrawal of a Fixed Deposit can be made only on its maturity date. Premature withdrawal, whether partially or in full, may be made only with the consent of the Bank and upon such terms and conditions as the Bank in its discretion shall think fit, including the imposition of charges for early withdrawal and the withholding of interest accrued on the Fixed Deposit.
7. Withdrawal of principal and/or interest from Fixed Deposit shall be credited to accounts opened with the Bank.
8. Withdrawal or disposal instructions must be in writing and received by the Bank at the time of placement. Such instructions must be signed in accordance with the mandate and bear such signature or signatures, which the Bank in good faith considers correspond with the specimen signature or signatures of the Customer's authorised signatory(ies) supplied to the Bank, otherwise, the Bank shall have the right to disregard such instructions without liability for any loss, damage or adverse consequences arising therefrom.
9. In the absence of withdrawal or disposal instructions in accordance with these Terms and Conditions, a Fixed Deposit may, at the bank's discretion be renewed for a similar period commencing on the maturity date of the Fixed Deposit (together with the interest accrued thereon, if the Bank so chooses) or on such other terms and conditions as the Bank may otherwise determine at its discretion. The Bank reserves the right not to renew a Fixed Deposit, in which case it shall notify the Customer accordingly. Pending the Customer's instructions, no interest shall accrue on such sum held by the Bank.
10. Instructions to place moneys on Fixed Deposit must expressly and clearly stipulate the currency of deposit, the Current Account number to be debited, effective date, term of deposit, and maturity instructions.
11. 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, 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; and (ii) any service provider (in Myanmar or elsewhere) where required for outsourcing operational, storage, maintenance, administrative and/or other functions of the Bank.

12. The Bank may collect, use, disclose and/or process personal data in connection with these Terms and Conditions for one or more of the following purposes, which the Customer hereby acknowledges and agrees to:

- a) processing the Customer's application with the Bank for any products, facilities and/or services offered to you pursuant to these Terms and Conditions or other agreements from time to time between the Customer and the Bank;
- b) facilitating, processing, dealing with, administering, managing and/or maintaining the Customer's relationship with the Bank, performance of these Terms and Conditions or other agreements from time to time between the Customer and the Bank and enforcing the Bank's rights and obligations thereunder;
- c) carrying out the Customer's instructions or responding to any enquiry given by (or purported to be given by) the Customer or on behalf of the Customer;
- d) communicating with the Customer or representatives of the Customer via phone/voice call, text message, fax message, email and/or postal mail for the purposes of administering and/or managing the relationship between the Customer and the Bank, such as but not limited to processing transactions or administering services or products;
- e) performing verification of financial standing through credit reference checks;
- f) managing the Bank's infrastructure and business operations and/or to carry out or perform administrative, operational and technology tasks (including technology infrastructure maintenance and support, application maintenance and support, risk management, systems development and testing), and business continuity management as well as complying with policies and procedures including those related to auditing, finance and accounting, billing and collections;
- g) to detect, prevent and investigate any fraud, bribery, corruption or any act or omission which constitutes violation of any law, to carry out due diligence or other screening activities as required by law or regulations or our risk management procedures in order to meet the Bank's compliance obligations;
- h) to comply with any applicable law, governmental or regulatory requirements including meeting the requirements of any guidelines by regulatory authorities (in Myanmar or elsewhere), requests or order by any governmental authorities, public agencies, ministries, statutory bodies including but not limited to defending and/or enforcing the Bank's rights and remedies under the law;

- i) conducting research, analysis and development activities (including but not limited to data analytics, surveys and/or profiling) to improve the Bank's products, services and facilities; and
- j) storing, hosting, backing up (whether for disaster recovery or otherwise) personal data, whether within or outside Myanmar.  
(collectively, the "**Purposes**").

13. The personal data may be collected from sources other than the Customer, and the Bank may thereafter use, disclose and/or process such personal data for one or more of the above Purposes. The Bank may disclose the personal data to third parties (located within or outside Myanmar) for such third parties to process the Customer's personal data or personal data provided by the Customer for one or more of the above Purposes and marketing purposes. In this regard, the Customer hereby acknowledges, agrees and consents that the Bank may/is permitted to disclose the Customer's personal data or personal data provided by the Customer to the Bank to such third parties and for the said third parties to subsequently collect, use, disclose and/or process the Customer's personal data for one or more of the above Purposes as well as the Marketing Purposes. Without limiting the generality of the foregoing, such third parties may include : (i) our parent company, head office, branches, subsidiaries, associated or affiliated organisations, or related corporations; (ii) any of our agents, contractors or third party service providers (collectively, "**Representatives**") that may/will collect and/or process your personal data on our behalf for one or more of the Purposes including but not limited to those who provide administrative or other services to us such as mailing houses, telecommunication companies, information technology companies and data centres, disaster recovery service providers, storage providers and professional advisers; and (iii) any parties pursuant to any law or regulation or court order and any law enforcement agencies or any other regulatory authorities (in Myanmar or elsewhere).

14. By providing to the Bank any personal data related to a third party individual (e.g. information of your guarantors, officers or beneficial owners, dependent, spouse, children and/or parents) to the Bank, the Customer represents and warrants that the Customer is and will be validly acting on behalf of and have the authority of all such third party individual in providing or to provide his/her personal data to the Bank for the Purposes and for the Bank to disclose the same to third parties as described above, and that the valid consent of that third party has been obtained for the Bank to collect, use and disclose his/her personal data for the Purposes listed above and for the Bank to disclose his/her personal data to third parties as described above.

15. The Customer acknowledges and agrees that where the Customer informs the Bank in writing that the Customer or a third party individual whom the Customer had provided his / her personal data to the Bank pursuant to these Terms and Conditions had withdrawn his /

her consent for the Bank's collection, processing, use and disclosure of his personal data for any of the Purposes, it may mean that the Bank may not be able to provide one or more of the Bank's products and services to the Customer and depending on the extent to which the Bank is not able to provide its products and services, the Bank may not be able to continue its relationship with the Customer.

16. The Customer authorises the Bank to debit any account the Customer maintains with the Bank, the Bank's fees, commissions, and any other charges payable by the Customer to the Bank, including disbursement, taxes, transmissions and charges of any nature, both in Myanmar and abroad, in respect of the Fixed Deposit Contract.
17. 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 prior notice to the Customer to combine, consolidate or merge all or any of the Customer's accounts 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.
18. The Bank may suspend operations of any Accounts and/or services if as a result of force majeure, any calamity or conditions, industrial actions, sabotage or any other reason whatsoever, the Bank's Customers' records, accounts or services are not available or access to such records, accounts, or services is hindered. On the happening of any event affecting the convertibility or transferability of the currency of the Fixed Deposit, the Customer agrees with the Bank that the Customer may repay the Fixed Deposit and any interest accrued thereon in another freely convertible or transferable currency.
19. Notwithstanding anything to the contrary in these Terms and Conditions, the Bank may terminate any Fixed Deposit before the maturity of the Fixed Deposit by notice (whether or not the notice is received by the Customer), in such case, the Bank will be entitled to repay a sum equal to the present value of the principal (or such other value as the Bank may reasonably determine) and to pay interest accrued thereon up to the date of repayment or, at the Bank's discretion, which would have accrued on the relevant Fixed Deposit at maturity .
20. The Bank shall at all times be entitled to investigate, make enquiries or request for any other documentation which the Customer is obliged to provide in order to satisfy the Bank as to the source of any moneys.
21. Any automatic disposal or standing instructions in respect of Fixed Deposit Contract will cease to have effect upon the notification in writing to the Bank of the death, bankruptcy, insanity or liquidation of the Customer.

22. The customer is cautioned that an exchange rate risk is involved in foreign currency transactions. In particular, the Customer is advised that earnings on foreign currency transactions are dependent on the exchange rates prevalent at the time of maturity or withdrawal, as the case may be, and that adverse exchange rate movements could erase interest earnings completely. Furthermore, the Bank shall have no responsibility for or liability to the Customer for any diminution in the value of moneys due to taxes or depreciation or for the unavailability of such moneys for withdrawal at any time or on maturity, as the case may be, due to restrictions on convertibility, requisitions, involuntary transfers, restraint of any character, exercise of governmental or military powers, war, strikes or other causes beyond the Bank's control. In addition if the currency's country of origin restricts availability, credit or transfers of such moneys the Bank will have no obligation to pay to the Customer the moneys whether by way of draft or cash in the relevant currency or any other currency; and if, for any reason, the Bank cannot effectively deploy funds, the Bank may in its discretion and without notice to the Customer suspend the payment of interest on the moneys for such period, and/or revise the term of any deposit, as it sees fit.
23. The Customer is required to notify the Bank immediately of any change in particulars of the Customer or of the Fixed Deposit Contract and any change of relevant records such as change of authorised signatory, change of partners (for partnership accounts), change of constitutive documents (for company accounts) and in particular, change of address and until such notice is received, the Bank is entitled to rely on the existing instructions of the Customer. All notices and communications by the Bank shall, without prejudice to any other effective mode of making the communication, be deemed to have been duly delivered to the Customer on the seventh day after posting if sent by post addressed to, or when delivered by a messenger, at, the Customer's address last notified to the Bank.
24. 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.
25. (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 the 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.

26. (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 Company, 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.
- 27.(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 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 Company 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.

28.The Bank reserves the right to add or modify any or all of these Terms and Conditions at any time. Notwithstanding Clause 23, 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.

29.These Terms and Conditions, the placement and withdrawal of Fixed Deposit (in whatever currency) are subjected to and governed by the laws of Myanmar and the Customer submits irrevocably to the non-exclusive jurisdiction of the courts of Yangon in relation thereto.

We, [ \_\_\_\_\_ ],  
accept the above Terms and Conditions

\_\_\_\_\_  
Authorised Signature(s)

Designation

Company Stamp/Seal

Date:  
\_\_\_\_\_