

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

## **Authorisation Letter**

To: **MUFG Bank, Ltd.**  
**Yangon Branch**

Dear Sirs,

1. We have the right, power and authority, and have taken all actions necessary to execute and deliver this authorisation letter to you. We confirm and agree that the necessary resolutions of our company have been passed to approve the terms of this authorisation letter in the best interests of our company. We also confirm that this authorisation letter does not in any way limit or affect the existing authorities given to you in respect of other transactions and dealings which do not relate to items (1) to (7) below.
2. We hereby request and authorise you to accept, rely and act on instruction given or purported to be given by us by telephone or by email in respect of transactions and dealings with you relating to:
  - (1) Foreign Exchange (Including Currency Option);
  - (2) Trade Finance (Commercial Bill Discounting, Import Settlement, Trust Receipt, Export Bill Bought & Export Bill Settlement);
  - (3) Loans drawdown and settlement;
  - (4) Deposits placement and release;
  - (5) Internal funds transfer (within same company's accounts);
  - (6) Confirmation of Transactions (including confirmation of Remittance Application by Fax/Email and Bank Guarantee I Standby Letter of Credit Application by Fax/Email); and/or
  - (7) Purchase and Sale of Securities & Amendments.
3. Accordingly, we have duly appointed and authorised the person or persons set out in the table below, as at and from *[insert effective date]*:
  - (a) to give telephone instructions, if so indicated by the check box for telephone; and/or
  - (b) to give email instructions, if so indicated by the check box for email,

in the Authorisation column in the table below.

*(Please indicate applicable no.)*

Name in Full	Designation	NRC/ Passport No.	Authorisation	Telephone No.	Email Address	Transaction Type
			<input type="checkbox"/> Telephone <input type="checkbox"/> Email			
			<input type="checkbox"/> Telephone <input type="checkbox"/> Email			
			<input type="checkbox"/> Telephone <input type="checkbox"/> Email			
			<input type="checkbox"/> Telephone <input type="checkbox"/> Email			

			<input type="checkbox"/> Telephone <input type="checkbox"/> Email			
			<input type="checkbox"/> Telephone <input type="checkbox"/> Email			

4. For the avoidance of doubt, we acknowledge that Email Instructions (as defined under the Email Instruction Agreement) are subject to the terms set out in the Email Instruction Agreement, and accordingly, Email Instructions shall be given in accordance with the sending procedures set out in the Email Instruction Agreement and from the email addresses specified above in paragraph 3 above.
5. We hereby confirm that this appointment and authorisation shall remain in force until we notify you of any change by submitting to you an updated "Authorisation Letter" from us incorporating changes to this Authorisation Letter, which changes shall be acceptable to you received by you, provided that appointments and authorisations for Email Instructions shall be cancelled upon the termination of the Email Instruction Agreement. This Authorisation Letter (as amended, supplemented and modified from time to time) shall supersede and revoke all previous authorisations given by us to you with respect to telephone and email instructions relating to items (1) to (7) mentioned above.
6. Any transaction concluded by the relevant persons appointed and authorised in the aforesaid manner shall be binding on us and you may, without any notice to us, debit any of our account(s) maintained with you (of whatever nature and whether matured or not) to effect or fulfil any liabilities pursuant to or otherwise in connection with the instructions and this Authorisation Letter.
7. We acknowledge the inherent risks in verifying the authenticity of any instructions given by us by telephone and/or email to you and we agree to be responsible for all risks directly incurred or arising from or relating to the instructions, including without limitation, any delays, discrepancies, errors, ambiguities, lack of clarity, misunderstanding, duplications, unauthorised instructions, fraud, impersonation, inconsistencies and/or omissions in respect of the instructions.
8. We unconditionally agree to indemnify you at all times and hold you harmless against any and all actions, claims, demands, losses, liabilities or expenses (including legal costs on a full indemnity basis) incurred or suffered by you of whatever nature and howsoever arising out of or in connection with the instructions to you and this Authorisation Letter. We agree that you may without further notice to us, debit any of our account(s) opened with you (of whatever nature and whether matured or not) and reimburse yourself in respect of the claims, demands, losses, liabilities and expenses. We further agree that you shall not under any circumstances be liable to us in contract, tort (including negligence or breach of statutory duty) or otherwise for any direct, indirect or consequential loss or damage (whether foreseeable or not) of whatever nature arising out of or in connection with any of the instructions to you and this Authorisation Letter.
9. We hereby agree that you may record all communication by telephone relating to transactions between us and, in the event of a dispute as to the content of a communication; we agree that any such recording shall be conclusive evidence of the content of the communication. We further agree that Email Instructions may be admitted as evidence for the purpose of or in connection with any legal proceedings, whether or not we have delivered the originals of such instruction to you.

10. This Authorisation Letter shall be governed by and construed in all respects in accordance with the laws of Myanmar.
11. Any dispute arising out of or in connection with this Authorisation Letter, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of 1 (one) arbitrator. The language of the arbitration shall be English.

Yours faithfully,

---

Name of Company

---

Authorised Signatory (ies)  
(With Company's stamp)

---

(For Bank Use Only)

(CBD)

HOD	Manager	Officer

(Operation)

HOD	Officer	Signature verified

(Confirmation of registration on the list)

HOD	Officer