

Email Instruction Agreement (this “Agreement”)

To: MUFG Bank, Ltd., Yangon Branch (the “Bank”)

In consideration of the customer identified on the signature page hereto (the “Customer”) requesting and authorising the Bank to accept and act on instructions (the “Instructions”) in respect of all financial transactions and dealing with the Bank, given or purported to be given by the Customer via Email (the “Email instructions”), the Customer agrees and confirms as follows:

1. Risks

- (a) The Customer acknowledges the inherent risks in verifying the authenticity of any Email instructions and the Customer agrees to be responsible for all risks directly incurred or arising from or relating to the Email instructions, including without limitation, any delays, discrepancies, errors, ambiguities, lack of clarity, misunderstanding, duplications, unauthorised instructions, intercepted transmission, fraud, impersonation, inconsistencies, information leakage, mutilations, and/or omissions in respect of the Email instructions.
- (b) The Customer further acknowledges and shall be responsible for the risks in relation to Email instructions, including but not limited to hardware malfunctions, software and files prepared by the Customer being infected with viruses, and possibly causing damage to the Bank as well as its other customers.

2. Request and authorisation

- (a) The Customer requests and authorises the Bank to accept, rely and act on Email instructions. Email instructions received by the Bank shall constitute final and conclusive evidence of the Instructions thereunder.
- (b) The Customer shall ensure that the Instructions are sent by person(s) who have the full power, authority and legal right to so act for the Customer and the Customer has taken or obtained or shall take or obtain all necessary corporate and other action to authorise such person(s) to so act.
- (c) The Customer agrees that the Email instructions may be admitted as evidence for the purpose of or in connection with any legal proceedings whether or not the originals of such Instructions have been received by the Bank. The Customer agrees to promptly deliver to the Bank such original copies of Email instructions, banking documents and/or notices, as and when requested by the Bank.
- (d) The Customer shall comply with the prevailing operational procedures in respect of the Email instructions.
- (e) Any supervening and prevailing regulations, rules, terms and conditions prescribed by the Bank governing any of the Customer’s transactions and dealings completed by the giving of the Email instructions shall be binding on the Customer at all times.

3. Sending procedure

- (a) The Customer shall submit Email instructions in the form of attachments in PDF file format, and send the Email instructions to the email address specified by the Bank. These files shall be protected with a password set by the Customer. No Instructions shall be given directly in the text body of any emails.
- (b) The Customer shall submit Email instructions from the email account of the person(s) authorised to transmit instructions via email. The details of the person(s) authorised for sending Email instructions, including email address(es) are set out in the authorisation

letter (the "Authorisation Letter") to be furnished by the Customer from time to time in such form as may be requested by the Bank.

- (c) If the Customer wishes to submit more than 1 (one) instruction in a single email, the Customer shall prepare 1 (one) attachment file for all Instructions and annotate a serial number on each Instruction. The Customer shall also annotate the number of Instructions in its email body.
- (d) If the Customer wishes to submit Email instructions more than once a day, the Customer shall annotate a lot number in each transmission.

4. Call-back procedure for confirmation

Upon receipt of any Email instructions, the Bank shall call (the "call-back procedure") the Customer to confirm the instructions received by the Bank via email. The Customer shall provide the necessary assistance during the call-back procedure to confirm that the Email instructions are identical to the Instructions intended by the Customer. The Bank is not liable to execute any Email instructions if the call-back procedure is not completed to the satisfaction of the Bank. The details of the person(s) authorised for receiving call-backs from the Bank are given in the Authorisation Letter.

5. Receiving procedure of Email instructions

In the event that there is no call-back from the Bank, the Customer shall contact the Bank to ensure that any Email instruction has been duly received by the Bank. No Email instructions shall be considered as received by the Bank until the call-back procedure is completed. The Bank is not responsible for reconciling Email instructions given or purported to be given by the Customer.

6. Voice Recordings

The Bank reserves the right to record all telephone conversations. The Customer agrees that recorded telephone conversations shall be regarded as the final and conclusive evidence in any court proceedings.

7. Signature and signature verification

The Customer shall provide Email instructions duly executed by its authorised signatories. The Bank shall attempt to verify the signature(s) on the Email instructions by comparing the signature(s) with the authorised signature(s) registered with the Bank. Once signature verification and the call-back procedure completed to the satisfaction of the Bank, the Email instructions are deemed to be authorised by the Customer and shall be final, conclusive and binding on the Customer regardless of whether the instructions are subsequently found to be forged, unauthorised, wrongfully altered or otherwise misused.

8. Written confirmation

Save where required by the Bank, the Customer is not required to submit a written confirmation for any Email instruction given or purported to be given by the Customer.

The Bank is not liable for duplicated execution as a result of a failure to annotate the relevant Email instruction in such written confirmation by the Customer. Regardless of whether with or without the submission of a written confirmation, Email instructions are the final and conclusive evidence of the Instructions of the Customer.

9. Cut-off time

The Customer shall observe the cut-off times specified by the Bank and notified to the Customer from time to time. The Customer agrees and confirms that the Bank is not responsible for executing any Email instructions which are received after the cut-off time, within the business day on which such Email instruction is received by the Bank. If more

than one Email instruction is transmitted, the Customer agrees and confirms that the Bank is not obliged to execute any and all Email instructions, within the business day on which such Email instructions are received by the Bank, unless all Email instructions are received before the cut-off time. Any Email instructions received after the cut-off time may be processed by the Bank on the next business day.

10. Foreign currency exchange

If foreign currency exchange is involved and the Customer wishes to use forward currency exchange contracts, the Customer shall provide the details of such forward currency exchange contracts in its Email instructions. If no such details are given by the Customer, the Customer agrees that the Bank is authorised to apply the value-today rate prevailing on the day of executing the transaction.

11. Application forms

The Customer shall use the application forms specified by the Bank. In the event that the Customer wishes to use its own private application forms, the Customer shall enter into a separate agreement with the Bank as to the use of the Customer's private application forms.

12. Notice to the Bank

The Customer shall immediately notify the Bank in writing of any change in the Authorisation Letter and other changes in relation to this Agreement. In the event that the Customer is unable to comply with this Agreement, the Customer shall also give a notice to the Bank in writing without delay. Upon receipt by the Bank of such a notice, the Bank shall immediately suspend the processing and acceptance of any Email instructions until further notice.

13. Transactions subject to this Agreement

The Customer requests and authorises the Bank to accept and act on instructions given or purported to be given by the Customer via email for such transactions as may be notified by the Bank from time to time.

14. Amendment

The Bank reserves the right to add or modify this Agreement at any time. 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.

15. Termination

This Agreement may be terminated by notice in writing from the Customer to the Bank not less than 1 (one) month prior to the effective date of termination. The Bank reserves the right to terminate this Agreement immediately by written notice. Notwithstanding the termination of this Agreement, any transactions executed prior to the termination of this Agreement are subject to the terms and conditions of this Agreement.

16. Indemnity

- (a) The Bank is not liable for any consequences arising from communication infrastructure problems or hardware and software malfunctions such as (but not limited to) non-receipt, delayed receipt, missing or misdirected Email instructions.
- (b) The Bank is not liable for any losses (consequential or otherwise) incurred by the Customer as a result of the Bank acting on or declining to act (wholly or in part) on Email instructions received or purported to be received from the Customer.
- (c) The Bank is not liable for any loss, damage, interruption, delay or non-execution of Email

instructions received or purported to be received from the Customer arising from (but not limited to) fire, storm, flood, acts of God, labor disputes, explosion, riots, war or any intervention by government.

- (d) The Customer agrees to indemnify the Bank at all times and hold the Bank harmless against any and all actions, claims, demands, losses, liabilities or expenses (including legal costs on a full indemnity basis) incurred or suffered by the Bank of whatever nature and howsoever arising out of or in connection with the Email instructions and this Agreement. The Customer agrees that the Bank may without further notice to the Customer, debit any of the Customer's account(s) with the Bank (of whatever nature and whether matured or not) and reimburse itself in respect of the claims, demands, losses, liabilities and expenses. The Customer further agrees that the Bank shall not under any circumstances be liable to the Customer 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 the Email instructions and this Agreement.
- (e) A certificate by the Bank as to any sum payable to the Bank under this Agreement shall be conclusive evidence, save for manifest error. The illegality, invalidity or unenforceability of any provision of this Agreement under the laws of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction nor the legality, validity or enforceability of any other provision.

17. Miscellaneous

- (a) Clause headings are for ease of reference only.
- (b) In the interpretation of this Agreement, the singular includes the plural and vice versa.
- (c) This Agreement is supplemental to the terms and conditions of the agreements with the Bank and other documents of a similar nature. Should there be any conflict between this Agreement and the aforesaid documents, this Agreement shall take precedence.

18. Governing law and court of jurisdiction

- (a) This Agreement is subject to and governed by the laws of the Republic of the Union of Myanmar.
- (b) Any dispute arising out of or in connection with this Agreement, 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.

CUSTOMER
Accepted and agreed
(CUSTOMER NAME)

[_____]

Authorized Signatory's signature/Seal
Date: