

**APPLICATION FOR FOREIGN REMITTANCE**

21/09/2016

TO: MUFG BANK, Ltd. YANGON BRANCH

DATE:

21/09/2016

VALUE DATE\*:

\*Value date means applicant's debit date and not beneficiary's credit date.  
Application received after 2pm will be processed on next business day.

PLEASE FILL IN WITHIN THE HEAVY-LINE FRAME.

PLEASE MARK "X" IF APPLICABLE.		APPLICANT'S REF, if any	
<input type="checkbox"/> APPLICATION SENT BY FAX.			
PLEASE MARK "X" WHERE APPLICABLE.			
<input checked="" type="checkbox"/> TELEGRAPHIC TRANSFER		<input type="checkbox"/> (ADVISE & PAY)	
		<input type="checkbox"/> (PAY ON APPLICATION)	
REMITTING AMOUNT		Exchange Rate @	
USD 150,000.00		Equivalent	
BENEFICIARY'S A/C NO. or IBAN NUMBER (whichever is applicable)		CHARGES	
100XXXX		COMMISSION	
BENEFICIARY'S NAME		IN LIEU OF EXCHANGE CABLE/ OTHERS	
ABC Co., Ltd		TOTAL	
BENEFICIARY'S ADDRESS			
1-2-11, Abc-cho, 23-ku, Shinjuku, Japan			
BENEFICIARY BANK'S NAME & ADDRESS		INTERMEDIARY BANK'S NAME & ADDRESS (If Applicable)	
MUFG Bank, Ltd. Shinjuku Branch			
CITY <b>Shinjuku</b> COUNTRY <b>Japan</b>			
BENEFICIARY BANK'S SWIFT BIC		INTERMEDIARY BANK'S SWIFT BIC	
BOTKXXXX			
CLEARING CODE (If Applicable) (ABA / Fedwire No. (USA), Bank Sort Code (UK), BSB No. (Australia) etc)			
APPLICANT'S NAME		FOR BANK'S USE ONLY	
BDE Co., Ltd		MANAGER OFFICER	
MESSAGE TO BENEFICIARY / PAYMENT PURPOSE, within 140 characters			
Payment for raw materials			
INSTRUCTION TO MUFG Yangon, if any		FAX-AGREEMENT (YES) (Unless otherwise specified)	
IN SETTLEMENT, please debit A/C No. MMK / US\$ / 100XXXX			
FOR BANKS' CHARGES (INCL. OTHER BANKS' CHARGES)			
<input checked="" type="checkbox"/> SHARE <input type="checkbox"/> BENEFICIARY <input type="checkbox"/> APPLICANT*			
A/C No. MMK / US\$ / 100XXXX			
* Even if applicant box is checked, some foreign banks will still charge the beneficiary based on their bank rules.			
I/WE DECLARE THAT THIS REMITTANCE REQUEST IS NOT RELATED TO NORTH KOREA, IRAN, OR OFAC BURMA SANCTIONS PROGRAM AND AGREE THAT THE REMITTANCE REQUESTED HEREIN SHALL BE ENTIRELY AT MY/OUR RISK AND SUBJECT TO THE TERMS AND CONDITIONS STATED AT THE BACK HEREOF, OF WHICH I/WE HAVE READ AND ACCEPT TO BE BOUND BY.			
<p><i>Taro Yamada</i></p> <p>Taro Yamada Managing Director BDE Co., Ltd</p>		<p>Signature Verified</p>	
<p align="center">Company Seal</p>			
Signature, Name, Title and Company Seal			
MAILING ADDRESS			
(TEL)			

# TERMS AND CONDITIONS RELATING TO FOREIGN REMITTANCE

1. Definitions:
  - (a) "The Bank" means MUFG Bank, Ltd. Yangon Branch;
  - (b) "Correspondent Bank" means any office(s) or branch(es) of any bank (including those of MUFG Bank, Ltd. other than the office or branch of the Bank to which the application for this remittance was submitted and which accepted the same) and their agents used in the performance of this remittance; and
  - (c) "Agent Bank" includes sub-agent and employee of the Bank and/or the Correspondent Bank.
2. The choice of the Correspondent Bank and the route of this remittance and the method thereof including mail, telex, cable and swift shall be at the Bank's absolute discretion.
3. The Bank reserves the right to refuse to accept any application for foreign remittance without assigning any reason. I/We agree to answer additional written questions or to provide such documents as the Bank may reasonably require (under certain circumstances) before such application is processed by the Bank.
4. I/We agree to be responsible for and to pay the Bank's charges, the charges of the Correspondent Bank and all costs and expenses incurred by the Bank and/or the Correspondent Bank in respect of this remittance or any refund thereof or any matter relating thereto whether such charges, costs and expenses are incurred before or after this remittance is completed. If the parties to bear charges of the Bank or the Agent Bank are not indicated, the Bank's charges will be borne by me/us and the Agent Bank's charges will be borne by the beneficiary.
5. The Bank shall not be responsible for non-performance or loss or damage whatsoever by reason of, resulting from or otherwise in connection with, any of the following circumstances:
  - (a) any error, delay, default, omission or act of any Correspondent Bank including the payment by any Correspondent Bank to the beneficiary in a currency other than that specified by me/us;
  - (b) any error, delay, omission, mutilation or default in transmission or receipt of any communication;
  - (c) any law, decree, regulation, control or act of any public authority or domestic or foreign government, or any agency thereof and any observance of any custom, practice or procedure by the Correspondent Bank in effecting this remittance;
  - (d) any error, delay, failure or default in notifying the beneficiary of the availability of this remittance or of any message accompanying the same;
  - (e) any failure of any clearing, settlement or payment system or any other causes whatsoever of similar nature;
  - (f) any fluctuation in currency exchange rates between the time of my/our application for this remittance, any diminution in the value of the transferred funds due to taxes or depreciation or the unavailability of such funds due to restrictions on convertibility, requisitions, involuntary transfers, distrains of any character, exercise of governmental or military powers, wars, strikes or other causes beyond the control of the Bank and/or the Correspondent Bank;
  - (g) any matter relating to EMU (European Economic and Monetary Union) which restricts, or has the effect of restricting, the availability, credit or transfers of the Euro or otherwise makes it impossible or impracticable for the Bank to perform its obligations in respect of Euro funds (in which case the Bank will have no obligation to pay or remit the funds, whether by way of draft or by any other means in the relevant currency or any other currency);
  - (h) any refund or repurchase of the amount of the draft or the transferred funds which may be made by the Bank;
  - (i) any cause attributable to the applicant (including incomplete or inaccurate information entered on the application for foreign remittance) or any cause attributable to the beneficiary; and
  - (j) any cause other than those attributable to and within the reasonable control of the Bank.
6. Subject to such laws as may be applicable, the Bank may, at its absolute discretion and on such terms as it may stipulate, refund or repurchase the amount of the draft or the transferred funds, provided that the Bank shall have received from the Correspondent Bank confirmation of the effective cancellation of this remittance and any funds or credit provided by the Bank for payment of this remittance shall have been made freely available to the Bank. The Bank may make such refund or repurchase at the Bank's buying rate for the relevant currency on the date of refund or repurchase or in the currency of this remittance as determined by the Bank at its absolute discretion.
7. I/We acknowledge that payment of any transferred funds is subject to the rules and regulations of the country where the payment is to be made. In view of the prevalence of exchange restrictions in some countries, the liability of the Bank with respect to payment of the transferred funds shall not exceed in any case the extent to which payment is allowed in the currency in which the transferred funds are to be sent under any government or other restrictions existing in the place of payment or principal financial centre of the relevant currency or in the case of Euro, the European Union or any of its member countries, at the time of the payment instructions which are received or are to be carried out.
8. The Bank and its employees, officers or agents may disclose (whether in Myanmar or otherwise) such information relating to or in connection with my/our account(s) maintained with the Bank, transaction(s) or instruction(s) effected or issued by me/us under this remittance and any other information relating to or in connection with me/us or this remittance (a) pursuant to, as allowed or required by any law, regulation, judgment or order in any jurisdiction and/or (b) to any person to whom the Bank considers appropriate to disclose (including, without limitation, the person who participates or is involved, directly or indirectly, in this remittance).
9. The Bank reserves the rights from time to time to impose further terms and conditions and/or to vary, add, alter and modify any of the terms and conditions herein contained if the Bank has good reason to do so. In case of any variation, addition, alteration or modification to the terms and conditions herein, the Bank will generally give prior notice of the same on its website or by any other reasonable method of giving such notice.
10. If any term and/or condition herein contained or any part thereof shall be adjudged invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected.
11. The terms and conditions herein contained are subject to the laws of Myanmar and I/we hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Myanmar and consent to the service of process (whether personal or otherwise) by prepaid registered post to my/our last known address in the Bank's records, which service shall be deemed to be received by me/us on the day following such posting despite any evidence to the contrary.