

## **MSEC Trading Agreement (For Foreigner)**

### **I. General provisions**

#### [Purpose of the agreement]

This agreement clarifies the respective rights and obligations of Myanmar Securities Exchange Centre Co., Ltd (hereinafter, the “Company”) and clients.

#### [Application method]

- (1) When opening a securities account, it is necessary for the client to have a bank account opened under the same name as the account name for the Company.
- (2) The securities account will be opened by the client making an application in accordance with the method prescribed by the Company and the Company consenting to the application.
- (3) Only one securities account per client can be opened, excluding cases recognized by the Company.

#### [Changes to notified items]

When making changes to items notified to the Company, the client will conduct change procedures with the Company immediately.

#### [Disclaimers]

The Company shall not be liable if any of the following apply.

- (1) Damage caused by not conducting procedures such as those for changes to notified items
- (2) Damage caused by force majeure events including natural disasters, political changes, and strikes
- (3) Damage caused by circumstances the Company is not responsible for, including system, circuit, or equipment failures; power failures; and delays due to the negligence of outsourced contractors, etc.
- (4) Damage caused due to matters applied for after considerable care is given when comparing the signature contained on the Company’s prescribed application forms, etc. and the notified signature and they are recognized as the same
- (5) Damage caused due to delay, etc. of transfers to the client’s account due to the client transferring money to the deposit account designated by the Company without contacting the Company

#### [Suspension]

Neither Client, nor those that access an online trading service through Client, may use an online service:

- (1) in a way prohibited by law, rules, regulation, order, notification, instruction or decree issued by any governmental authorities, stock exchange and/or regulated body;
- (2) in a way that could violate or impair anyone else’s use of it; or to try to gain unauthorized access to or disrupt any service, device, data, account or network.

Violation of the terms in this section may result in suspension of any part of or entire online trading service without prior notice.

#### [Dispute Resolution]

Any dispute arising from or relating to this Agreement shall be settled firstly through amicable settlement between the Company and the client. If the dispute cannot be settled by such settlement within (90) days from the date of first occurrence of such dispute, the dispute shall then be resolved by Arbitration under the Myanmar Arbitration Law of 2016.

#### [Contract cancellation]

The contract will be canceled if any of the following items apply.

- If the Company submits a request for contract cancellation to the client.
- If the client submits a request for contract cancellation to the Company.

#### [Changes to this agreement]

- (1) This agreement will be changed if there have been changes to the relevant laws and regulations or if deemed necessary by the Company.

- (2) If there are no objections from the client within a certain period of time following the changes to the agreement, it will be deemed that the client has consented to the changes.

### **II. Deposits and withdrawals, buy and sell orders**

#### [Commencing transactions]

Transactions are commenced for orders from the Company’s securities exchange corner terminal and the Internet when the registered login password matches at the time of the transaction.

#### [Deposit and withdrawal procedures]

The procedure for withdrawals from the securities account consists of transfers to the bank account notified by the client in advance in accordance with the Company’s prescribed methods.

#### [Buy and sell orders]

- (1) The amount of buy orders that can be placed by the client to the Company will be within the amount designated by the Company and this amount will be calculated in accordance with the method designated by the Company.
- (2) The quantity of sell orders that can be placed by the client to the Company will be within the number the Company has in custody or administers for the client.
- (3) For share, bill and bond available for subscription, there may be no allocation for the number of securities applied for or an allocated number of securities less than the number of securities applied for in some cases.
- (4) When orders received from client cannot be conveyed to the exchange or the CBM due to factors such as system failures, the Company may cancel those orders.
- (5) The Company presents either a price or a yield of bill/bond for buy and sell orders respectively, and such orders are executed at either a price or a yield of bill/bond which the client agrees. As per the designated way from the Company, the client can directly purchase bill/bond in the primary market with the proposed yield of the client.
- (6) When the foreign shareholding ratio exceeds the foreign buy order limit stipulated by YSX, the buy order placement from the client will be suspended and the existing buy order from the client will not be carried over.
- (7) The client can hold bill/bond issued by the government in the manner permitted by law, rules, regulation, order, notification, instruction or decree issued by any governmental authorities and/or regulated body

#### [Dividend, and interest and redemption]

The Company receives amount of dividend, interest and redemption from respective issuer on behalf of the client. The Company will transfer the received amount to the bank account registered in advance by the client, or will issue a cheque for the received amount. When the Company is not able to do so or when the client requests otherwise, the Company will retain the received amount in custody in respective client’s securities account. In case where the Company bears an amount for an accrued interest which is not yet paid by the client, the Company will deduct such amount from the received amount of interest.

#### [Internet trading service]

- (1) The receipt of orders for shares entered by the client through the Internet shall be at the time the Company has received those transmissions.
- (2) Use of the service may be limited depending on the model of the computer or smartphone used by the client.

#### [Login management]

- (1) The login password will be managed in a manner so that the client takes steps such as regularly changing their password.
- (2) The Company shall not be liable for any damages incurred as a result of the client not managing their login password appropriately.

#### [Dividend Payment and Voting Right]

The client’s shares amount which is exceeded foreign shareholding ratio limitation set by a listed company as the result of Report of Foreign Shareholding Amount on the Record Date, the exceed shares amount will be transferred to the Company’s owned account temporarily and those

transferred share amount will be retransferred to the client's account on next Business day of the Record Date.  
The dividend payment for the exceed shares amount will be paid to the client's account by the Company on the days after the actual payment date by the listed company.  
The client will not have the voting right for the exceed shares amount.

### III. Digitization of securities and reports

[Digitization of securities]

The Company only handles digitized securities including listed shares at the exchange and securities issued by the government.

[Digital delivery of reports and other documents]

- (1) It is the Company's understanding that the client has consented to the digital delivery of reports and other documents.
- (2) Reports and other documents can be viewed from the Company's securities exchange corner terminal and the Internet.
- (3) Reports and other documents can be viewed for the period designated by the Company.

### IV. Administration of assets

[Cash and securities]

Cash and securities will be administered in the securities account opened based on this agreement.

[Segregated administration]

The Company will administer the client's assets separately from the Company's own assets.

### V. Other

[Fees]

- (1) When buy and sell orders from client are executed, the Company will be paid the predetermined trade brokerage fee.
- (2) When the client transfers securities balance to another company, the Company will be paid a predetermined transfer fee in some cases.
- (3) When delivering documents such as reports, the Company will be paid a predetermined delivery fee in some cases.
- (4) When making withdrawals from the securities account, the Company will be paid a predetermined remittance fee in some cases.

[Anti-Money Laundering]

- (1) Any transaction which the Client conduct shall be subject to and in accordance with the Anti-Money Laundering Law, and, whether written or oral, any other relative rules, directives, regulations, notifications, instructions issued, amended or supplemented by any relative authorities (hereinafter, the "AML Law").
- (2) The Company may investigate, suspend or terminate transaction and/or any related business with the Customer without any notice in accordance with the AML Law.
- (3) The Customer represent and warrant that at all time;
  - (A) the Customer has not conducted and will not conduct any transaction which intend to commit money laundering, financial terrorism or any action in kind.
  - (B) the Customer will provide complete information regarding anti-money laundering and combatting financial terrorism.

[Information provision to external organizations]

- (1) The Company will provide client account information within the range stipulated by laws and regulations to external organizations including the exchange and issuers.
- (2) The Company will notify the exchange of the bank account the client has notified the Company of.

[Effectiveness of notices]

When notice items and all items the Client should be contacted about have been posted on either the MSEC's website or MSEC Mobile Trading App, it shall be deemed that the Client has been notified.

Name: .....

Signature: .....