

Terms and Conditions for Bankers' Guarantee/Indemnity/SBLC - (non-trade finance)

In consideration of Sumitomo Mitsui Banking Corporation Yangon Branch (the "**Bank**") issuing at your requests a Bankers' Guarantee / Indemnity / Standby Letter of Credit ("**Instrument**"), you agree as follows:

1. The Bank shall be entitled to issue each instrument in such form, substance and amount as the Bank deems appropriate and upon such terms and conditions (including without limitation, maximum amounts, tenors and limits) at the Bank's sole discretion. In the event that the Bank extends an Instrument in an amount which at any time exceeds what was requested by you, you shall nevertheless be liable to the Bank hereunder for and in respect of the full amount of the Instrument extended by the Bank.
2. You shall pay the Bank the fees and/or commissions and other charges relating to the issuance and maintenance of any Instrument for so long as the Instrument remains in force. The fees and commissions shall be paid at such intervals as the Bank may from time to time specify.
3. Any request, claim or demand made upon the Bank for payment of any sum of money under an Instrument shall be sufficient authority to the Bank for making such payment and any such payment made by the Bank shall be binding on you. It shall not be open to you at any time thereafter to question or enquire into the validity, legality or otherwise of such payment or to deny liability for any reason. You agree that it shall not be a defence to any demand, and your obligations to the Bank shall not be affected by the fact, that the Bank was or may have been justified in refusing to make payment or otherwise incurring a liability in connection with an Instrument.
4. You shall promptly indemnify the Bank in full from and against all sums paid by the Bank and all claims, demands, actions, damages, liabilities, costs, losses, expenses (including legal fees on a full indemnity basis), taxes, duties and other sums ("**Liabilities**") which the Bank may suffer, incur or sustain by reason of or on account of having issued and/or delivered an Instrument (regardless of whether it is prior, on or after its effective date), having made payment thereunder or otherwise relating thereto.
5. You shall ensure that sufficient funds are maintained in your account or accounts to meet each and every such payment and amounts and any interest thereon and/or provide the Bank on demand with funds to meet any such amount or reimburse the Bank promptly for and in respect of payment of such amounts. Notwithstanding the foregoing, if there are insufficient funds in your account or accounts, you shall immediately reimburse the Bank for or in respect of such payments and amounts, failing which you shall be liable to the Bank for all charges (including, without limitation, default interest). The Bank shall be entitled to charge interest at its usual rate for overdue amounts in respect of moneys owing hereunder from the date such moneys are payable until payment is received by the Bank (both before and after judgment). The Bank shall not obligate to exercise any such aforesaid rights.
6. The Bank is authorized to debit any amounts pursuant to an Instrument (including without limitation, those referred to in paragraph 2 or 4) from your account(s) with the Bank, at the Bank's discretion without further instructions from or reference to you. Apart from any other right the Bank may have, the Bank shall be entitled at any time at the Bank's discretion and without further notice to you to set off, combine or consolidate all or any of your accounts and liabilities with the Bank anywhere (including accounts maintained with the Bank's head office and other overseas branches) whether such liabilities be actual or contingent, primary or collateral, several or joint notwithstanding that the credit balance on such accounts and the liabilities on any other accounts may not be expressed in the same currency. The Bank is authorized to effect any necessary conversions at its prevailing exchange rate.
7. The Bank's records shall be conclusive as to the amount owing to the Bank.

8. Upon the expiration or lapse of any Instrument, you shall procure the full and unconditional release of the Bank therefrom, and shall procure the return of the Instrument to the Bank for cancellation. Your obligations to the Bank shall continue until the Instrument is returned to the Bank for cancellation and the Bank is unconditionally released from liability whether actual or contingent under the Instrument. If you fail to comply with your obligations under this paragraph, you undertake to provide on demand such security as the Bank may require on such terms and conditions that are satisfactory to the Bank. The Bank shall also be entitled to charge interest at the Bank's usual overdraft rates in respect of moneys owing hereunder from the date such moneys are payable until payment thereof is received by the Bank and that the Bank are authorized to debit any account referred to under this paragraph with such amount.
9. You waive promptness in commencing proceedings against any party under any Instrument and/or giving any notice to or making any claim or demand hereunder on you or any party.
10. If the Bank issues an Instrument with a future effective date, the Bank may cancel that Instrument prior to the effective date at its sole discretion and without assigning any reason, without liability to you. You undertake to inform the beneficiary of the Instrument immediately of such cancellation and to forthwith obtain the return of the Instrument to the Bank for cancellation. Without limiting your responsibility, the Bank may inform the beneficiary of the Instrument of its cancellation. In addition and without limiting any indemnity in the Bank's favour, you shall promptly indemnify the Bank on demand for the consequences of any delay or failure to inform the beneficiary of the cancellation of the Instrument and/or the beneficiary making a claim pursuant to the Instrument notwithstanding its cancellation.
11. In addition to any other security in favour of the Bank, the Bank may request you to provide cash or other collateral with respect to all or any part of the actual and/or contingent obligations. The Bank shall at any time be entitled at its sole discretion to amend or release any security or other rights which it may have under or with respect to an Instrument.
12. The Bank may arrange for an Instrument to be issued by another party. The Bank may issue a counter-guarantee or counter-indemnity in favour of that party. If the Bank issues a counter-guarantee or counter-indemnity in relation to any Instrument issued by a third party and if the governing law of the Instrument is of a different jurisdiction from where the Bank is located, the Bank may (at your cost) obtain a legal opinion from a lawyer in the jurisdiction where the Instrument is governed, confirming the validity and binding nature of the Instrument. The Bank may refrain from issuing a counter-guarantee or counter-indemnity or honouring any demand made under a counter-guarantee or counter-indemnity in the absence of a satisfactory legal opinion.
13. You shall immediately notify the Bank if you make any payment or perform any obligation in respect of which the Bank has issued an Instrument.
14. Where an application for issuance of an Instrument is made by more than one party, each party shall be jointly and severally liable thereunder. Where you request for an Instrument to be issued on behalf of another party, you shall be jointly or severally liable thereunder.
15. The Bank may at any time and from time to time add to, amend, modify supplement or vary these Terms and Conditions. Such additions, amendments, modifications, supplements and variations shall be deemed to have effect as soon as it is notified to you. You agree that you shall be deemed to have agreed to such additions, amendments, modifications, supplements and variations in relation to any Instrument requested to be issued after such notification.
16. You confirm that each Instrument does not and will not involve (i) any goods, transaction or business relationship directly or indirectly related to North Korea (including, without limitation, transactions through intermediaries or relating or contributing to nuclear or ballistic-related activities of North Korea or involving North Korean persons, entities or vessels or goods of North Korean origin, or (ii) goods which are regulated as strategic or dual use goods and for which you have not obtained the necessary approvals or permits from all relevant authorities.

17. You understand that the US and other government and/or regulatory authorities impose, from time to time, specific sanctions against certain countries, entities and individuals and the Bank may be unable to process a transaction that involves a breach of sanctions, and authorities may require the disclosure of information in relation to a transaction. You confirm (unless otherwise informed to the Bank) that each Instrument is not and will not be directly or indirectly related to any sanctioned country, entity or individual. You agree that if the Bank is required to disclose any information, the Bank may do so without liability. You agree that if any Instrument or payment/transfer of funds is blocked, frozen, delayed, refused or cancelled because it is claimed to be sanctions-related, the Bank shall not be liable for any Liabilities you may incur and you shall promptly indemnify the Bank against any Liabilities it may incur. You further agree that any Instrument or payment/transfer of funds that involves goods, transactions or business relationships directly or indirectly related to a sanctioned country, but is permissible under applicable sanctions, shall be on such terms and conditions as agreed by the Bank.
18. You irrevocably consent to the disclosure by the Bank of such information about you as has been made available to the Bank to (i) its holding company, any of its head, representative and branch offices and any of its related corporations in any jurisdiction (ii) any authority including without limitation any central bank or fiscal or monetary authority in any jurisdiction (iii) any potential assignee or transferee or purchaser or other participant in respect of the Bank's rights and obligations under or in connection with any Instrument or security or credit support provided for your obligations or liabilities in connection with any Instrument (iv) any party that has provided or will provide security or credit support for your obligations or liabilities (v) the Bank's correspondents, agents, third party service providers and any other party (including those to which any of the aforementioned persons may make disclosure) for the purpose of giving effect to your transaction or in connection with the provision of banking products and services (including the provision of such products or services via electronic platforms) (vi) any financial institution for the purpose of securitization of your assets or the Bank's assets and (vii) any insurer, insurance broker or rating agency. Nothing herein shall limit or restrict any other consent to disclosure of information provided by you, including pursuant to the Bank's terms and conditions for opening accounts. This clause shall survive the maturity of any Instrument and the termination of the Terms and Conditions.
19. Unless otherwise agreed in writing, these Terms and Conditions and each Instrument shall be governed by and construed in accordance with the laws of Myanmar. You agree to submit to the non-exclusive jurisdiction of the courts of Myanmar in relation to any disputes arising out of or in connection with these Terms and Conditions or an Instrument. Unless expressly agreed in writing, a person who is not a party to these Terms and Conditions or an Instrument to which they relate has no rights to enforce or enjoy the benefit of these Terms and Conditions. The consent of any person who is not a party to these Terms and Conditions is not required to add to, amend, modify, supplement, vary or rescind these Terms and Conditions.