

COUNTRY ADDENDUM: MYANMAR

This Country Addendum is to be read with the Terms and Conditions Governing Accounts. Defined terms shall have the same meaning as Terms and Conditions Governing Accounts unless otherwise specified or the context otherwise requires.

1. In the Terms and Conditions Governing Accounts and this County Addendum (Myanmar),
 - (i) "applicable laws and regulations" shall mean all applicable laws, statutes, regulations, orders, ordinances, directives, code of practice issued, adopted, promulgated implemented or otherwise put in effect by or under the authority of any government body, ministry, competent supervisory or regulatory authority having the appropriate jurisdiction and authority to make any rules or orders in the jurisdiction where the Account is to be opened or held.
 - (ii) "Dormant Account" means an Account that has no customer-initiated activity for more than one calendar year, or such other period as determined by the Bank from time to time.
2. Notwithstanding Clause 8.5 of the Terms and Conditions Governing Accounts:
 - (i) In the event where the customer intends for a fixed/term deposit to be renewed, the customer shall provide the Bank with a written request setting out the intended maturity period applicable to the renewed maturity period (the "**Proposed Renewal Period**") before the maturity of the relevant fixed/term deposit (the "**Rollover Request**"). The Bank shall have the sole and absolute discretion as to whether to approve such Rollover Request, in which case the fixed/term deposit shall be renewed for the Proposed Renewal Period or such shorter period at the Bank's prevailing interest rate at the time of renewal.
 - (ii) If a Rollover Request is not provided by the customer to the Bank within the period prescribed in Clause 2(i) above, the Fixed/term deposit shall mature and shall be returned together with any accrued interest on upon maturity, unless the Bank in its sole and absolute discretion, decides to renew the fixed/term deposit, in which case, the deposit and any interest thereon will be automatically renewed on maturity for a similar period at the Bank's prevailing interest rate at the time of renewal.
3. In relation to the provision of information and documents as may be requested by the Bank in connection with the opening, operating, maintenance or closing of an Account as set out in clause 2 (Account Opening), clause 4 (Withdrawals, Remittances and Transfers), clause 9 (Foreign Currency Accounts and Transactions) and clause 17 (Customer's Duties) of the Terms and Conditions Governing Accounts:
 - (i) In addition to and without prejudice to any of the terms set out in clause 4.6 and clause 9.1 of the Terms and Conditions Governing Accounts, the customer:
 - (a) acknowledges that the Bank may request or prescribe such required supporting documents and information for verification purposes where instructed to make or process, on behalf of the customer, funds transfers;
 - (b) undertakes to provide and make available to the Bank such supporting documents and information as may be requested from the Bank from time to time on the same terms as set out in clause 2.4 of the Terms and Conditions Governing Accounts; and
 - (c) further acknowledges and agrees that the Bank may suspend, refuse to process or give effect to such fund transfers or remittances or credit any such incoming fund transfers or remittances to the Account should the Bank, in its sole and absolute discretion, determine it is necessary to do so to comply with applicable laws and regulations.
 - (ii) In addition to and without prejudice to any of the terms set out in clause 17 of the Terms and Conditions Governing Accounts:
 - (a) the customer acknowledges that the Bank may be required to request such

- additional information and documentation from it and agrees to provide such information and documentation to the Bank on the same terms as set out in clause 2.4 of the Terms and Conditions Governing Accounts;
- (b) the customer acknowledges, agrees and undertakes to, and shall procure the cooperation of any relevant third parties as may be necessary to, inform the Bank promptly of any changes, developments or additional documents or information arising in relation to such documents and information it has provided to the Bank in accordance with the Terms and Conditions Governing Accounts; and
 - (c) acknowledges and agrees that its failure to comply with any such request may result in the suspension, termination and closure of its Account in accordance with clause 16 (Suspension and Closure of Accounts/Services) or the delay or failure to process a transaction through the Account as contemplated under clause 4.6(xii) (Withdrawals, Remittances and Transfers) of the Terms and Conditions Governing Accounts.
- (iii) The customer acknowledges and agrees that, and represents and warrants to the Bank that has obtained the consent of any relevant third parties (where applicable) that, the Bank may maintain records of any such information and documents provided to the Bank in accordance with the Terms and Conditions Governing Accounts and this Country Addendum for such period as the bank sees fit to ensure its compliance with any applicable laws and regulations.
 - (iv) The customer acknowledges and agrees that the provision of such information and documents to the Bank upon the request of the Bank in accordance with the Terms and Conditions Governing Accounts shall in no way operate to fetter the Bank's discretion as to whether to approve the opening of an Account, terminate and close an existing Account and/or refuse or delay to give effect to or process on the customer's behalf any transfer or remittance of monies to or from its Account.
 - (v) This clause 3 is without prejudice to and in addition to clause 19 (Anti Money Laundering, Sanctions, Anti Bribery and Tax Compliance) and clause 23.4 (General) of the Terms and Conditions Governing Accounts.
4. In relation to communications and/or instructions agreed on between the customer and the Bank as set out under clause 21.2 of the Terms and Conditions Governing Accounts:
- (i) Notwithstanding clause 21.2(iii) of the of the Terms and Conditions Governing Accounts, the bank may prescribe, from time to time, such other period within which the customer is required to deliver the original documents to the Bank;
 - (ii) Clause 21.2(iv) of the Terms and Conditions Governing Accounts shall also apply to persons otherwise authorised by the customer to make communication and instructions to the Bank over telephone and the Bank shall be notified of the identity of such authorised person prior to the communication or instruction being made to the Bank by telephone.
 - (iii) For the avoidance of doubt, in addition and without prejudice to clause 21.2(ix) of the Terms and Conditions Governing Accounts, where persons or email addresses have been included in such lists as may be provided by the customer to the Bank in accordance with clauses 21.2(iv) to (vi) of the Terms and Conditions Governing Accounts, the Bank shall be entitled to rely on the assumption that communications and instructions received from such persons and/or email address as though such persons are duly authorised to deal with the Bank and to make communications, instructions either through telephone or email or receive call backs, as may be applicable, on behalf of the customer, notwithstanding any changes in the identity or authority of such authorised persons which have not been communicated to the Bank in writing.
 - (iv) In addition to clause 21.2(iv) of the Terms and Conditions Governing Accounts, the Bank shall not be under any obligation to notify the customer to changes in the Bank's officers who are authorised to transact with the customer over telephone. The customer

acknowledges that it shall be responsible for ensuring and, where necessary, to undertake such steps as may be necessary to verify that the Bank's officers with whom it transacts over telephone have been duly authorised.

- (v) In relation to clause 21.2(xii) of the Terms and Conditions Governing Accounts, the customer acknowledges that the Bank may at any time and at its absolute discretion amend or vary, and further consents to such amendments or acknowledgements as may be implemented by the Bank, to its policies or procedures in relation to the acceptance of communications in the manner as set out in clause 21.2(xii) of the Terms and Conditions Governing Accounts.
5. In addition to the circumstances set out in clause 16.2 (Suspension and Closure of Accounts/Services) of the Terms and Conditions Governing Accounts, the Bank at its sole discretion close the Account without giving prior notice to the Customer if a petition or application for bankruptcy, winding up, corporate rescue, appointment of a rehabilitation manager, a liquidator, a receiver or a trustee (or any such equivalent position(s) under the Insolvency Act 2019) is made against the customer and/or over any of the customer's assets.
 6. In addition to clause 18 (Disclosure) of the Terms and Conditions Governing Accounts, the customer acknowledges and consents, and shall ensure any relevant third party whose information been disclosed or provided to the Bank in connection with the opening, operating, maintenance or closing of the Account has acknowledged and consented to the Bank disclosing such information relating to the relevant third party on such terms as may be applicable to the customer under clause 18 of the Terms and Conditions Governing Accounts.
 7. In relation to Personal Data Protection:
 - (i) Where the customer is an individual, the customer consents to the collection, use, disclosure, transfer and retention of personal data by the Bank pursuant to laws, regulations and/or regulatory requests (including "know your customer" and other similar procedures), the promotion and provision of any service or product to it (including evaluation on eligibility or suitability), in accordance with or incidental to the purposes in the Bank's personal data protection policy (a copy of which is available at www.smbc.co.jp/asia/myanmar/forms/pdpp.pdf)
 - (ii) Where the customer is not an individual, in respect of any personal data of any individual provided by the customer to the Bank, the customer confirms it has obtained, and undertakes to maintain, the consent of such individual for its disclosure to the Bank of such personal data, and the collection, use, disclosure, transfer and retention of personal data by the Bank pursuant to laws, regulations and/or regulatory requests (including "know your customer" and other similar procedures), the promotion and provision of any service or product to it (including evaluation on eligibility or suitability), in accordance with or incidental to the purposes in the Bank's personal data protection policy (a copy of which is available at www.smbc.co.jp/asia/myanmar/forms/pdpp.pdf)
 - (iii) If the customer fails to provide personal data reasonably requested by the Bank and/or withholds consent for the use, disclosure, transfer or retention of personal data the Bank may be unable to provide all or part of its products or services.
 8. The governing laws referred to in clause 23.9 of the Terms and Conditions Governing Accounts are the laws of Myanmar. The jurisdiction referred to in clause 23.9 of the Terms and Conditions Governing Accounts is the courts of Myanmar.