

APPLICATION FOR NEGOTIATION/DISCOUNT WITHOUT RECOURSE



TO: SIAM COMMERCIAL BANK MYANMAR LIMITED ("you" or the "Bank", which expression shall include your/the Bank's successors, assigns and transferees and any persons deriving title under it)

DATE DD/MM/YYYY

Re: Our Draft / Invoice No. : _____ For the amount of _Currency-- _____

We hereby request and instruct you to dispose of the enclosed draft(s) and / or document(s) described below for the following purpose where marked:

- Negotiate the enclosed bill Discount the enclosed bill

DRAWN UNDER LETTER OF CREDIT NO. : _____ issued by _____ Original Letter of Credit (L/C) At your Counter Attached

DRAWN UNDER BILLS FOR COLLECTION Tenor: _____

Collecting Bank full name & address: _____

Drawee/Buyer full name & address: _____

- Deliver Documents Against Payment (D/P) Advise Non-Payment / Non-Acceptance by Telecommunication Protest for Non-Payment / Non-Acceptance at our expense
Deliver Documents Against Acceptance (D/A) Do not waive charges / interest by drawee Payment may be deferred until arrival of goods
All charges for account of Drawee Advise Acceptance & Maturity Date by Telex/Airmail/Telecommunication Collect interest as stated on the draft
Collect interest at % P.A. (360 /365 days) after first presentation / maturity till payment
in case of need: name Who is authorized only to obtain honoring of draft as drawn Who is authorized only to give instructions which are to be followed in every respect
Other instructions: _____

LIST OF DOCUMENTS ENCLOSED (Please type the number of documents attached in the following boxes)

Table with columns for Draft, Bill of Lading (Original, Non-Nego), Invoice, Insurance Policy, Air Waybill, Parcel post Receipt, Packing List, Weight List, Beneficiary Certificate, Certificate of Origin, Inspection Certificate, and boxes A through H.

DISPOSITION OF PROCEEDS

- Credit our account No. : _____ after deducting your charges
Apply proceeds to our export loan Packing Credit No. : _____ the remaining (if any) please credit our account as above
Forward contract No. : _____ Exchange rate : _____
Other Instructions: _____

If there are any questions, please contact: _____ at Tel. No. : _____

TERMS AND CONDITIONS

The following terms and conditions apply to instructions and services set out above in this Application for Negotiation/Discount Without Recourse (the "Application") to which we agree:
1. Any processing of drafts and/or documents drawn under, relating to or for the purpose of Bills for Collection (DA, DP) shall be subject to the latest revised version of the Uniform Rules for Collection.
2. Any processing of drafts, letters of credit and/or documents drawn under or relating to letters of credit shall be subject to the version of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication ("UCP"), stated in such letters of credit, or in the absence of such version being so stated, the latest revised version of the UCP which is In force as of the date of this Application.
3. Any processing of drafts, letters of credit and/or documents under this Application is done on a without recourse basis to us.
4. This Application is irrevocable unless otherwise allowed or instructed by you.
5. We undertake to hold you free and harmless from and against any or all expenses, losses and damages howsoever incurred and/or may be incurred to you in consequence of your negotiation, discount, collection and/or otherwise processing of drafts, letters of credit and/or documents and to fully indemnify you immediately upon your demand of payment of such expenses, losses, and damages.
6. You shall not be responsible for any act of omission, default, suspension, insolvency or bankruptcy of any correspondent to whom the draft(s) and/or document(s) referred to may be sent or any agent thereof, or for any delay in remittance, loss in exchange or loss of items or its proceeds during transmission, or in the course of collections.
7. We hereby authorize you at your discretion to debit (without prior notice to us) our accounts with you all charges, damages, fees and expenses due to you under or in connection with negotiation, discount, collection and/or otherwise processing under this Application and any amount outstanding to our credit may be so applied to reduce our liability or indebtedness to you under or in respect of this Application. This Application will serve as our permission and your authority to charge our accounts with USD equivalent amounts of drafts, letters of credit and/or documents at the then prevailing bank's selling rate for these purposes.
8. We agree that if your provision of any international trade or money transfer transaction service (including any negotiation and discount under this Application) be prohibited or any asset or money relating to such trade or service be frozen, confiscated, seized or attached by any competent authority of any country over which you have no control, you shall not be liable for any damage, loss or cost we may incur as a result thereof and you shall not be required to refund or return such asset or amount of money to us whatsoever.
9. If we provide you with personal data of any individual as required by, pursuant to, or in connection with this Application, we represent and warrant to you that we have, to the extent required by law, (i) notified the relevant individual of the purposes for which data will be collected, processed, used or disclosed; and (ii) obtained such individual's consent for, and hereby consents on behalf of such individual to, the collection, processing, use and disclosure of his/her personal data by you, in each case, in accordance with or for the purposes of this Application, and confirm that it is authorized by such individual to provide such consent on his/her behalf. We agree and undertake to notify you promptly upon becoming aware of

the withdrawal by the relevant individual of his/her consent to the collection, processing, use and/or disclosure by you of any personal data provided by us to you. Any consent given pursuant to this Application in relation to personal data shall, subject to all applicable laws and regulations, survive death, incapacity, bankruptcy or insolvency of any such individual and the termination or expiration of this Application.

10. We irrevocably consent to the disclosure by you, your officers, agents and your head office and other branches, in any manner howsoever, of any account information relating to us including but not limited to details of our facilities, the securities taken, our credit balances and deposits with you to (i) your head office, any of your representatives, documents checking and processing centers and branch offices in any jurisdiction, affiliates, (ii) any regulatory or supervisory authority including fiscal authority in any jurisdiction, (iii) any of your potential assignees or any other participant in any of your rights and/or obligations in relation to our facilities or in connection with this Application, (iv) any guarantors, third party pledgors or security providers and the agents and independent contractors, (v) any insurers with whom insurance cover is taken out in connection with this Application, (vi) any third party for use in connection with the provision of your products or services for the purposes of credit analysis, credit approves, credit review, extension of credit term and/or other purposes relevant to your business operation, and/or (vii) any credit bureau of which the Bank is a member, any other member(s) and/or compliance committee of such credit bureau. This clause is not, and shall not be deemed to constitute, an express or implied agreement by you for a higher degree of confidentiality than that prescribed in Section 81 of the Financial Institutions Law.
11. Where the applicant of this Application (the "Applicant") consists of more than one person, references to the Applicant shall mean and include each and every such person or, where the context permits, any one or more of them and where the Applicant is a firm shall include the person or persons from time to time constituting the firm whether or not under the same style or firm name and generally, where the context so admits, the singular will include the plural. Where this Application is signed by more than one person (other than as agents for a named principal) all representations, warranties, undertakings, agreements and obligations of the Applicant expressed or implied in this Application shall, unless the context otherwise requires, be deemed to be made, given or assumed by each such person jointly and severally and all references to the Applicant shall take effect as references to such persons or any of them and none of them shall be released from liability hereunder by reason of this Application ceasing to be binding on any other or others of them.
12. A person who is not a party to this Application has no rights to enforce any of the terms herein.
13. This Application shall be governed and construed in accordance with the laws of Myanmar.
14. The courts of Myanmar have exclusive jurisdiction to settle any dispute arising out of or in connection with this Application (including a dispute regarding the existence, validity or termination of this Application).

Yours faithfully,

(_____)

Authorized Signature(s) and Company Seal (if any)