

## **MSEC Special Agreement For Online Trading**

### **I. General provisions**

#### **[Purpose of the agreement]**

This MSEC Special Agreement For Online Trading (“Agreement”) clarifies the respective rights and obligations of Myanmar Securities Exchange Centre Company Limited (hereinafter, the “MSEC”) and the Client for Online Trading. This Agreement is to be seen as a supplementary to the Trading Agreement and not a substitute for it. The Client may use online trading service to the extent as expressly permitted by the MSEC under this Agreement.

#### **[Disclaimers]**

The MSEC shall not be liable for any of the followings and these disclaimers will apply to the fullest extent permitted under applicable law:

- (1) Damage caused by circumstances which MSEC is not responsible for, including but not limited to the network disturbances, system, circuit, or equipment failures, power failures, delays due to the negligence of outsourced contractors, etc.
- (2) Damage due to any orders executed by the Client or those who access an online trading service through Client’s securities account, after confirming login ID and Password.
- (3) Damage resulted from the Client’s negligent handling of personal information for using online trading.
- (4) Damage resulted from inadequate security measures of the devices used by the Client
- (5) Damage due to the order request which is out of Hours of Acceptance of Online Trading Orders which is expressly defined in Section II of this Agreement
- (6) Damage due to the erroneous orders by the Clients which is expressly defined in Section II and III of this agreement.
- (7) Damage due to the MSEC’s refusal of order request as a result of the Client’s violation defined below
- (8) Damage due to the MSEC’s suspension of online trading service as a result of the Client’s violation defined below
- (9) Damage due to the trade conducted by the Clients in violation of any terms and conditions of this Agreement and Trading Agreement

#### **[Agreed jurisdiction]**

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.

#### **[Refusal]**

- (1) The MSEC shall refuse order acceptance or suspend order execution without preliminary notice in case of the Client’s violations of any terms and conditions of this Agreement and Trading Agreement.
- (2) The MSEC refuses any buy or sell orders exceeding MMK 20 million per transaction. It is, however, provided that the Client shall be responsible to check and acknowledge the Limited Online Trading Amount per Transaction which is expressly defined in Section II of this Agreement before an online trade is performed.

#### **[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, regulation, governmental order or decree;
- (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.
- (3) Violation of the terms in this section may result in suspension of any part of or entire online trading service without prior notice.

#### **[Cease]**

The MSEC shall, at any time, stop the part of or entire online trading service without preliminary notice based on the reasonable grounds.

#### **[Cancellation of Agreement]**

This Agreement will be canceled if any of the following items Apply.

- (1) If the Client commits insider trading; breach the laws, rules and any regulations; does not follow the notice by the MSEC.
- (2) If the MSEC submits a request for Agreement cancellation to the Client.
- (3) If the Client submits a request for Agreement cancellation to the MSEC.

#### **[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 MSEC.
- (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. Online Trading Service**

#### **[Online trading service]**

The Client who is accepted by the MSEC can use the online trading service.

- (1) The Client can place the orders via online through either the MSEC’s website (<https://login.msecmyanmar.com/>) or MSEC Mobile Trading App.
- (2) The receipt of orders entered by the Client through the Internet shall be at the time the MSEC has received those transmissions.
- (3) Use of the service may be limited depending on the model of the computer or smartphone or electronic device used by the Client.
- (4) Hours of Acceptance of Online Trading Orders are between 8:00am to approximately 30 seconds before each matching time for same business day and 2:00pm to 8:00pm for next business day.
- (5) Limited Online Trading Amount of One Transaction is MMK 20 million. (\*)  
\*No transaction limit for the order via phone or by visiting the MSEC’s office.  
\*When setting/calculating the maximum numbers of shares for market order, the Client can buy shares based on the upper limit and sell shares based on the current price of respective share price in respective day.

#### **[Login management]**

- (1) The login password will be managed by the Client in an appropriate manner so that the Client takes steps such as regularly changing his/her password.
- (2) The MSEC shall not be liable for any damages incurred as a result of the Client not managing his/her login password appropriately.
- (3) The MSEC shall restrict or suspend of trades if the MSEC believes that there is a misuse of ID and password.
- (4) The Client will be, at all time, responsible for implementing and maintaining privacy protections and security measures to use online trading service.

## **III. Buy and sell orders**

#### **[Buy and sell order]**

- (1) There are two types of orders.
  - A) Limited Order: an order with a specific price, that is, either to buy at no more than or sell at no less than xx kyat. The order will not match at a poorer price.
  - B) Market order: it is easy to be executed because it will execute at the current price, it may happen at an unexpected price. Market orders have priority over limited order.

- (2) The order or Cancel request will be confirmed by MSEC by means of displaying the Today Order Status on MSEC's Trading System.
- (3) The amount of buy orders that can be placed by the Client to the MSEC will be within the amount designated by the MSEC and this amount will be calculated in accordance with the method designated by the MSEC. Before placing buy order, Client must deposit the amount of buy orders to MSEC bank account by bank transfer. No cash is acceptable.
- (4) The quantity of sell orders that can be placed by the Client to the MSEC will be within the number the MSEC has in custody or administers for the Client.
- (5) For share available for subscription, there may be no allocation for the number of shares applied for or an allocated number of shares less than the number of shares applied for in some cases.
- (6) When orders received from the Client cannot be conveyed to the exchange due to factors such as network disturbances, system, circuit, or equipment failures, the MSEC may cancel those orders.
- (7) The valid period of order depends on Client's choice.  
 A) One day order : it will be valid on only the day the Client orders. B) till DD/MM/YY order, it will be valid until expiry date or until the order is filled before the expiry date.
- (8) Order request cannot be modified. To modify, the Client needs to cancel the order request and to place new order if it is before execution. If the order is executed, the Client has to take all the responsibilities. After execution of the order, the client cannot cancel it.

#### IV. Execution and Settlement

##### [Execution of orders]

The MSEC will share with the Client about the order status in the MSEC's Trading system immediately after the MSEC receives the confirmation for order execution from YSX.

##### [Settlement of orders]

- (1) After the order is executed, shares/funds will be settled at T+3 Settlement occurs three business days after the date of execution. No settlement will be made on public holidays. The amount of funds will be transferred to the client's designated bank accounts following withdrawal request. No cash transfer will be acceptable.
- (2) Once the order is executed, Buying/Selling power will be immediately effective, so the Client can place the order with the amount that he/she buys/sells before the settlement date.

#### V. Other

##### [Fees]

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

##### [Information provision to external organizations]

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

Date	:
Name	:
Passport/CRC	:
Signature	:

[Internal Use]

Account #	1	0	0							Reg. Date									
									( DD/MM/YYYY)										
<input type="checkbox"/> Checked Documents				<input type="checkbox"/> Checked Background					<input type="checkbox"/> Registered onto System					<input type="checkbox"/> Made PDF					
(receipt by)				(onto system by)					(confirmed by)										