# Business Regulations Related to Shareholders' Agency Business

#### Section 1. Purpose

- 1. These Business Regulations shall prescribe necessary matters concerning the execution of shareholders' agency business (hereinafter referred to as "SAB") conducted by the Exchange.
- 2. Any amendment to these Business Regulations shall be made by resolution of the board of directors; provided, however, that this shall not apply to minor amendments.

# Section 2. SAB Operations

SAB operations, which the Exchange conducts based on agreements prescribed in Section 3, are as specified in each of following items.

- (1) Operations for preparation of shareholder registers; and
- (2) Operations related to shareholder registers.

# Section 3. Conclusion of Agreement Related to Entrustment of SAB Operations

The issuer of the Book-Entry Shares, etc. that entrusts SAB operations prescribed in Section 2 to the Exchange shall conclude, with the Exchange, an agreement on entrustment of SAB operations, as set forth by the Exchange.

### Section 4. Operations for Preparation of Shareholder Registers

- 1. The Exchange, in accordance with the agreement prescribed in Section 3, handles the preparation of shareholder registers prescribed in Section 2, Item 1 for shares listed on the Exchange market.
- 2. For the preparation of the shareholder register, the Exchange, shall, as set forth by the Exchange, prepare the shareholder register as of the date enumerated in Section 37, Paragraph 1, Items 1 through 3 of the Business Regulations Relating to Book-Entry Transfers of Stock, etc., and provide the list to the entrusting party.
- 3. For the preparation of the shareholder register in the preceding paragraph, the entrusting party shall report to the Exchange, in a manner set forth by the Exchange, information related to shareholders of book-entry transfer shares, etc. managed in the Special Account.

#### Section 5. Fees

In cases where the Exchange conducts SAB operations for the entrusting party, the entrusting party shall pay to the Exchange, in a manner set forth by the Exchange, the

fees as specified in Table of Fees for Shareholders' Agency Business.

# Section 6. Comprehensive Provision

Where the Exchange deems it necessary for SAB, it may decide and take, on a case-by-case basis, measures, etc. that are not prescribed by the provisions of these Business Regulations and related regulations.

# Supplementary Provision

This Business Regulations shall be implemented on 16th December, 2016.

# Agreement on Entrustment of Shareholders' Agency Business

DD/MM/YYYY

# To Managing Director

Yangon Stock Exchange Joint-Venture Company Limited

Yangon Stock Exchange Joint-Venture Company Limited (hereinafter referred to as "the Exchange") and \_\_\_\_\_\_\_ (hereinafter referred to as "the Company") hereby conclude an agreement related to the entrustment of shareholders' agency business (hereinafter referred to as "SAB") (hereinafter referred to as "this Agreement").

#### Section 1. Entrustment of SAB Operations

The Company selects the Exchange as its shareholder services agent and may entrust SAB operations specified in each of the following items to the Exchange by requesting in writing each time, and the Exchange shall accept such entrustment of SAB operations.

- (1) Operations for preparation of the Company's shareholder register; and
- (2) Operations related to the Company's shareholder register.

#### Section 2. Procedures of Entrusted SAB Operations

Details of the entrusted SAB operations (hereinafter referred to as "entrusted operations") shall be described in the operational procedures specified separately by the Exchange.

# Section 3. Confidentiality

The Exchange shall maintain confidentiality with regard to the Company's corporate information and shareholder information that it obtains in the course of executing the entrusted operations. The Exchange shall use such information within the scope of the entrusted operations and shall not use it for any other purpose.

# Section 4. Scope of Responsibility

In the case where the Company incurs damages related to the entrusted operations, the Exchange shall not be liable for compensation, unless such damages have been

incurred due to willful intent or gross negligence of the Exchange.

## Section 5. Non-Transfer of Rights and Obligations

The Company and the Exchange shall not transfer rights or obligations arising from this Agreement or pledge them to a third party without prior written consent from the other party.

### Section 6. Amendment to Regulations

The Company and the Exchange shall abide by the Business Regulations of the Exchange, and other procedures and regulations that are currently established or may be established/amended in the future by the Exchange (hereinafter referred to as "the Regulations").

# Section 7. Amendment to Agreement

The Exchange may amend this Agreement by giving notice to the Company at least one month before the intended date of amendment. However, the same shall not apply to cases of amendments due to changes in laws and regulations, minor revisions, or situations requiring an immediate response.

### Section 8. Termination

If the Company violates this Agreement or the Regulations and does not rectify the situation even after a reasonable period from the Exchange reminder, the Exchange may terminate this Agreement with immediate effect.

#### Section 9. Conflict Resolution

Issues arising from this Agreement and matters not defined herein shall be resolved in good faith by mutual consultation between both parties.

#### Section 10. Term

The effective term of this Agreement shall be from the date of conclusion of this Agreement to the date when the Company's stock is delisted from the Exchange market.

Signature	Company Seal
Name	
Title	
Company Name	
Company Address	
Company Phone Number	