



TERMS AND CONDITIONS FOR SMBC TRUST BANK BANKING CARD

1. Use of Card

- (1) The Depositor (as defined below) may use his/her SMBC Trust Bank Banking Card (including cards with IC chip prescribed by the Bank) (the "Card") for each of the following transactions (each a "Transaction"): (i) to make cash withdrawals from the savings or checking deposit (the "Deposit" and the holder of the Deposit referred to as the "Depositor") in the Depositor's name with SMBC Trust Bank Ltd. (the "Bank") by use of automated teller or cash dispenser machines (including but not limited to automated cash deposit/withdrawal machines, hereinafter "ATM(s)") of Sumitomo Mitsui Banking Corporation ("SMBC") or any financial institutions in or outside Japan (overseas withdrawals service is limited to certain cards, hereinafter the same) with which the Bank is associated for the on-line cash dispensing services ("Associated Institution(s)"); (ii) to deposit cash with the Deposit by use of ATMs in Japan of SMBC or such Associated Institutions as the Bank is also associated with for the online deposit services (the "Deposit Associated Institution(s)"); (iii) to make payments to a "Member" (as defined in the SMBC Trust Bank J-Debit Card Transaction Rules which the Bank separately establishes (the "J-Debit Card Rules")) in Japan, of a "Trade Payable" accruing from a "Purchase Transaction" with the Member by means of "Withdrawal of Deposit" to be made from the "Account of Deposit" in respect of the Card by use of such terminal ("Terminal") set up for the Member as will be equipped with the function for "J-Debit Card Transactions" (each term as defined in the J-Debit Card Rules); (iv) to make cash remittance to a party in Japan by use of SMBC's or and Associated Institution's ATMs in Japan; (v) to make transactions prescribed by the Bank at the Branch counter of the Bank (including the cases where the Bank identifies the Depositor by the method as prescribed by the Bank to confirm the correspondence between the personal identification number inputted into a PIN PAD and the registered personal identification number ("PIN") with the Bank ("Identification by PIN") in order to make transactions described on the Bank's website. Identification by PIN does not apply to the Supplementary Card of the Depositor's agent.); (vi) to make other transactions prescribed by the
- (2) The Bank may change the design, etc. of the Card and deliver the Card so changed to the depositor or his/her agent holding a Supplementary Card without any notice. The Bank may, after such delivery, invalidate the Card prior to such change at such time as the Bank will deem appropriate.
- (3) The Depositor and his/her agent may not transfer, pledge or rent the Card.
- (4) In the event the Card (or Supplementary Card) is reissued or converted to a card equipped with an IC chip, the former Card (or Supplementary Card) may not be useable in accordance with the procedures prescribed by the Bank.
- (5) If there is a record of a cash withdrawal at an ATM outside Japan on or after the day prescribed by the Bank and a GLOBAL PASS has not been issued, the Bank may send a GLOBAL PASS (a cash card with multi-currency Visa debit card functions) to the address notified by the Depositor ("Automatic Sending"), unless the Depositor requests otherwise. However, if the address notified by the Depositor to the Bank is in Japan, the GLOBAL PASS may be issued after setting the spending limits for shopping set out in Article 10 of TERMS AND CONDITIONS OF GLOBAL PASS MEMBERSHIP at zero yen, in such a case, the Depositor will request the Bank to raise the spending limits in advance if the Depositor wishes to use the shopping function. If the address notified by the Depositor to the Bank is outside Japan, the GLOBAL PASS will be issued with use restrictions, and the Depositor shall conduct the procedures prescribed by the Bank in advance before using the GLOBAL PASS. In those cases, the PIN for the Card will be registered as the PIN for the GLOBAL PASS. Automatic Sending does not apply to Supplementary Cards and the

Depositor shall request the Bank to change the Supplementary Card to a GLOBAL PASS in the manner prescribed by the Bank.

1-2. Refusal of Transactions with Anti-social Forces

- (1) This card may be issued only when the Depositor does not fall into either Item 1 or Item 2 of Article 18, Paragraph 4. If the Depositor falls into any of such Items, the Bank shall not issue this card for the Depositor and may restrict or suspend services for the Depositor relating to the use of the card.
- (2) This card may be issued only when the Agent does not fall into either Item 1 or Item 2 of Article 18, Paragraph 5. If an agent falls into any of such Items, the Bank shall not issue this card for the Agent and may restrict or suspend services for the Agent relating to the use of the card.

2. Withdrawal From Deposit

In case the Depositor makes cash withdrawal from the Deposit by use of an ATM in or outside Japan, the Depositor shall insert the Card, and input PIN (and/or other methods to identify the Depositor as prescribed by the Bank) and the amount of withdrawal, into the ATM correctly in accordance with the operation procedure to be displayed on the screen of the ATM, etc. Set forth below will be other matters which the Depositor shall observe. A Card issued to a corporate customer may not be used other than at SMBC ATMs in Japan.

2-1. In Japan

- (1) Cash withdrawals from an ATM shall, depending upon the kind of the ATM, be made in units of 1,000 yen, 5,000 yen, and/or 10,000 yen. The amount per one withdrawal shall not exceed the amount to be prescribed by an Associated Institution in the case of the Associated Institution's ATM. The Associated Institution may change such amount at its own discretion. The total amount of withdrawals per one day shall not exceed the amount to be prescribed by the Bank, which amount may be changed upon the Depositor's request of such change (which request shall be made in writing or in any other manners to be prescribed by the Bank) and the Bank's acceptance of such request.
- (2) The Depositor may not make a withdrawal from an ATM if, as a result of such withdrawal, the aggregate of the amount of such withdrawal exceeds the limit of withdrawals set out in the preceding Paragraph (1).

2-2. Outside Japan

- (1) The Depositor may make cash withdrawal at an ATM only in such local currency as the Associated Institution as an owner of the ATM will designate. In the event that the Depositor makes a cash withdrawal, the Bank will, after converting the aggregate of the amount of such withdrawal and the Charges to be imposed thereon into Yen, make a direct debit of such Yen amount from the Deposit without delay. The Bank will make such conversion in such manners of calculation as the Bank will prescribe or in such manners of calculation as the Bank and an Associated Institution will agree on.
- (2) The Depositor may make a cash withdrawal only in case the Depositor applies the cash withdrawn to the costs and expenses necessary for his/ her stay outside Japan (such as hotel, meal, transportation or other charges which the Depositor will need in order to stay or move in a foreign country).
- (3) The Depositor may make cash withdrawals from an ATM only in such units of local currency as the Associated Institution, as an owner of such ATM, will designate. The amount per one withdrawal shall not exceed the amount which the Associated Institution will prescribe. The Associated Institution may change such amount at its own discretion. The total amount of withdrawals per one

- day shall not exceed the amount to be prescribed by the Bank, which amount may be changed upon the Depositor's request of such change (which request shall be made in writing or in any other manners to be prescribed by the Bank) and the Bank's acceptance of such request.
- (4) The Depositor may not make a withdrawal from an ATM if, as a result of such withdrawal, the aggregate of the amount of such withdrawal and the Charge to be imposed thereon (both as after conversions into Yen) exceeds the limit of withdrawals set out in the preceding Paragraph (3).
- (5) The Depositor may not use any ATM outside Japan on or after the day designated on the Bank's website

3. J-Debit Card Transactions

- (1) The J-Debit Card Transactions shall be subject to these Terms and Conditions and the J-Debit Card Rules.
- (2) Section 2-1 shall apply mutatis mutandis to the J-Debit Card Transactions to be conducted through the Terminals.

4. Deposit

- (1) The Depositor shall, in case he/she deposits money in the Deposit by use of a Deposit Associated Institution's ATM, insert a Card and put money into the ATM in accordance with the operation procedure to be displayed on the screen of the ATM, etc.
- (2) The Depositor may make deposit through an ATM only with such Yen cash as the Deposit Associated Institution will prescribe. The cash to be deposited per one deposit shall be within the limit of such kind and number of cash bills as the Deposit Associated Institution will prescribe.

5. Fund Remittance

- (1) The Depositor shall, in case he/she makes fund remittance by use of an ATM, insert a Card, and input correctly the registered PIN (and/or other methods to identify the Depositor as prescribed by the Bank) the amount to be remitted and other required information, into the ATM.
- (2) The maximum amount which may be remitted at any one time and in any one day, respectively shall be as prescribed by the Bank. Such maximum amount may be changed within the limit to be prescribed by the Bank, which amount may be changed upon the Depositor's request of such change (which request shall be made in writing or in any other manners to be prescribed by the Bank) and the Bank's acceptance of such request.

6. Charges for Use of ATMs and Terminals

- (1) The Depositor shall, in case he/she conducts a Transaction by use of an ATM or a Terminal, pay such charges for use of the ATM or the Terminal, or such network utility charges, etc., as the Bank or the Associated Institution will prescribe (collectively the "Charges") to the Bank or the Associated Institution. The Bank may permit the Depositor to use the Card through SMBC's ATMs free of charge at those times to be designated by the Bank.
- (2) The Bank will automatically make a direct debit of the Charges from the Deposit at the same time as the relevant Transaction is conducted or at any other time as the Bank will prescribe, without a form of request for withdrawal to be submitted by the Depositor to the Bank.

7. ATM and Terminal Hours

The Depositor may make use of an Associated Institution's ATM or Terminal only during those hours to be prescribed by the Associated Institution. The Depositor may not be able to use an ATM or a Terminal even during those hours due to the system maintenance or administration reason, etc.

8. Charges for Card Issuance

In the event that a Card (or Supplementary Card) is newly issued or reissued, the Bank may charge a fee in the amount and manner prescribed by the Bank.

9. Supplementary Card

- (1) The Bank may, if it accepts the Depositor's request in accordance with such rules, etc. as the Bank will prescribe, issue a Supplementary Card (a "Supplementary Card") to one agent of the Depositor upon the Depositor's filing with the Bank such agent's name and otherwise in accordance with such procedure as the Bank will prescribe.
- (2) The name of such agent as the Depositor will designate shall be described on the surface of a Supplementary Card but the Supplementary Card shall be issued to the Depositor as a Card having the same nature and function as the Depositor's Card and the Depositor shall be responsible for use and custody of the Supplementary Card.
- (3) These Terms and Conditions shall also apply to the Supplementary Card. In the event that a Supplementary Card is used and a Transaction is conducted, such Transaction shall be deemed to have been conducted in the name, and under the supervision and responsibility, of the Depositor and he/she shall be responsible for the Transaction. The Depositor may not impose restriction or condition as binding on the Bank on an agent's conducting Transaction unless the Bank agrees to such restriction or condition.

10. In Case of ATM Trouble, Etc.

- (1) A Transaction may not be conducted in case an ATM does not work because of power failure or trouble; provided that, during the Bank's business hours for its counter services (from 9:00 am to 3:00 pm on normal weekdays), the Depositor may withdraw cash within the limit to be prescribed by the Bank only at the prescribed counter of the Bank's office (but not at the counter of an Associated Institution).
- (2) The Depositor shall, in case he/she withdraws cash in accordance with the preceding Paragraph (1), enter his name and the amount to be withdrawn in such form as the Bank will prescribe, submit the Card to the Bank, notify the Bank of the registered PIN (and/or provides other methods to identify the Depositor as prescribed by the Bank) in accordance with the manners to be prescribed by the Bank and otherwise comply with such procedure as the Bank will prescribe.

11. Administration of Card, Etc.

(1) The Bank will accept the Depositor's request for a withdrawal, J-Debit Card Transaction and fund remittance ("Withdrawal, etc.") to be conducted by use of an ATM or a Terminal in the event that the Bank confirms in the manners to be prescribed by the Bank that the card used upon operation of the ATM or the Terminal is the Card which the Bank has issued to the Depositor and that the PIN (and/or other methods to identify the Depositor as prescribed by the Bank) input into the ATM is the PIN (and/or other methods to identify the Depositor as prescribed by the Bank) registered with the Bank. The Bank will also accept the Depositor's request for a Withdrawal, etc. at the Bank's counter in the event that the Bank confirms the card presented by the Depositor to the Bank in a similar way and confirms in the manners to be prescribed by the Bank that the PIN input (and/or other methods to identify the Depositor as prescribed by the Bank) by the Depositor at such counter complies with the PIN (and/or other methods to identify the Depositor as prescribed by the Bank) registered with the Bank. The Bank may request the Depositor to submit to the Bank document(s) to be used for personal identification, etc. in addition to verification by PIN prescribed by the Bank. In such cases, the Bank will not accept Withdrawal, etc. or transactions prescribed by

- the Bank until this additional confirmation is completed when the Bank deems it reasonably necessary.
- (2) In the event that the Bank has accepted transactions by the identification methods described in (1) above, the Bank shall not be liable for any loss or damage, etc. incurred by the Depositor as a result of the acceptance of transactions, except in the events described in Article 14 and 15.
- (3) The Depositor shall keep the Card in his/her custody in such manners as will not enable a third party to use it. The Depositor shall not use as the registered PIN his/her birth date, telephone number or any other number from which a third party may infer the PIN and shall keep the PIN in the Depositor's custody in such manners as will prohibit a third person from recognizing it.

12. Notification of Theft or Loss, Etc.

- (1) In the event that there occurs a possibility as a result of the Card having been lost or stolen that a third person may use the Card or the Depositor recognizes that the Card has been used by a third person, or in the event that there occurs a possibility that a counterfeited or forged Card may be used by a third person or the Depositor recognizes that a counterfeited or forged Card has been used, the Depositor shall immediately notify the Bank thereof. The Bank will, upon receipt of such notification, stop any further Transaction without delay.
- (2) In the event that the Card is lost or stolen, the Depositor shall forthwith notify the Bank thereof in accordance with the preceding Paragraph (1) and submit to the Bank a form to be prescribed by the Bank.

13. Withdrawals by Use of Lost Card, Etc.

- (1) With respect to the lost Card, the Bank shall not be responsible except in the case of negligence on the Bank for any damage which the Depositor may incur in connection with a third party's use without the Depositor's authorization prior to the notification to be made pursuant to Paragraph (1) of Section 12.
- (2) In the event that the Card is lost or stolen, the Bank will reissue the Card in accordance with the procedure to be prescribed by the Bank. The Bank may observe an appropriate holding period before issuing a new Card or may request that the Depositor provide the Bank with a guarantor.
- (3) The Depositor shall, upon reissuance of the Card, pay the charges to be prescribed by the Bank.

14. Withdrawals by Use of Counterfeited Card, Etc.

In the event that a Withdrawal, etc. is made by use of a counterfeited or forged Card and that the relevant Depositor who suffers the damages from such Withdrawal, etc. is an individual customer, such Withdrawal, etc. shall not be binding upon the Depositor, except in case the Bank proves, with respect to such Withdrawal, etc., that the Depositor committed willful misconduct or that the Bank did not recognize, and committed no negligence in not recognizing, use of a counterfeited or forged Card as of the time of the Withdrawal, etc. but the Depositor committed gross negligence in respect of use of such Card. The Depositor shall provide the Bank with documents to be prescribed by the Bank and cooperate with the Bank in its investigating how the Card or the registered PIN had been kept in the Depositor's custody, circumstances concerning occurrence of the Depositor's damages, whether and how the Depositor notified the police of use of the counterfeited or forged Card, etc.

15. Withdrawals by use of Stolen Card, Etc.

(1) In the event that the Card is stolen and a Withdrawal, etc. is unlawfully made by a third person by use of such Card and that the relevant Depositor who suffers the damages from such Withdrawal, etc. is an individual customer, the Depositor may claim the Bank to compensate for damages which he/she incurs and which shall be equivalent to the amount of the Withdrawal, etc. (including

- Charges and accrued interests) if: (i) the Depositor notifies the Bank that the Card is stolen forthwith upon his/her recognition thereof; (ii) the Depositor makes sufficient explanation to the Bank about the case upon its investigating the case; and (iii) the Depositor provides the Bank with an evidence to enable the Bank to confirm that the Depositor files with the police a report of damage or confirm other fact by which the Bank will be able to surmise that the Card is stolen.
- (2) In the event that the claim of compensation is filed with the Bank pursuant to the preceding Paragraph (1), except in case the Depositor commits willful misconduct with respect to the relevant Withdrawal, etc., the Bank will compensate for damage which the Depositor incurs and which is equivalent to the amount of the Withdrawal, etc. (including Charges and accrued interests, collectively the "Compensation Amount") made during the period of not earlier than thirty (30) days prior to the Depositor's notifying the Bank that the Card is stolen (from such thirty (30) days, "such number of days during which the Depositor proves an unavoidable event or circumstance disabling the Depositor so to notify continues to exist, such as the case where the Depositor is unable to recognize the Card is stolen during the period of thirty (30) days from the date on which the Card is stolen or, if such date is not clear, the date on which an unlawful withdrawal of cash is made for the first time by use of the stolen Card, etc.", being deducted); provided that the Bank will pay three-fourths (3/4) of the Compensation Amount in the event that the Bank proves that, upon the Withdrawal, etc., the Bank did not recognize, and committed no negligence in no recognizing, that the Withdrawal, etc. was made by use of a stolen Card but the Depositor committed negligence with respect to use of the stolen Card.
- (3) Neither of the preceding two Paragraphs shall apply to the case where the notification referred to in (i) of the preceding Paragraph (1) is made after lapse of two years from the date on which the Card is stolen (or, in case such date may not be specified, the date on which a Withdrawal, etc. is unlawfully made for the first time by use of the stolen Card).
- (4) Notwithstanding the preceding three Paragraphs, the Bank will not compensate for damage which the Depositor incurs if the Bank proves that: (a) upon the relevant Withdrawal, etc., the Bank did not recognize, and committed no negligence in not recognizing, that the Withdrawal, etc. was made by use of the stolen Card and if: (i) the Bank proves that the Depositor committed gross negligence with respect to use of the stolen Card; (ii) the stolen Card was used by the Depositor's spouse, a relative within the second degree, a relative or other person living with the Depositor or a servant for housekeeping (such as a homemaker engaging in the whole of household matters); or (iii) the Depositor made, upon explanation to the Bank about the circumstances concerning damage, a false explanation about a material matter; or (b) the Card was stolen under cover of, or in connection with, extreme social disorder such as war, riot and disaster.

16. Change of Registered Information, Etc.

In the event that the Depositor makes the Card invalidated because of incorrect operation of an ATM or the name, agent or other registered matter is changed, the Depositor shall immediately notify the Bank thereof in the manners to be prescribed by the Bank (such as that the Depositor shall submit to the Bank the form to be prescribed by the Bank and the Card). The Bank shall not be responsible except in the case of negligence on the Bank for any damage which the Depositor may incur in connection with the use of the Card by the agent who shall have lost his/her authority as an agent of the Depositor, etc. prior to completion of such notification. In the event that the Depositor notifies the Bank by phone, etc. on a day but the Bank needs such number of days as the Bank will prescribe in order to take those steps necessary for acceptance of such notification, the notification shall be deemed to have completed after those steps have been completed.

17. Incorrect Input into ATM/Terminal in or outside Japan, Etc.

Neither the Bank nor any Associated Institution will be responsible for any damage which the Depositor incurs in connection with incorrect input of the amount, etc. into an ATM/Terminal, etc. in or outside Japan.

18. Cancellation, Etc. of Card

- (1) In the event that the Deposit account is terminated by the Bank or the Depositor or that the Depositor stops using the Card, the Depositor shall forthwith return the Card to the Bank.
- (2) In the event that the Bank deems use of the Card inappropriate due to the reason (among others) that the Card is falsified or improperly used or the Depositor or his/her agent violates any provision of these Terms and Conditions or of the Bank's rules/regulations concerning the Deposit, the Bank may, without any notice to the Depositor, reject use of, and invalidate, the Card, temporarily or continuously. In such a case, the Depositor shall, forthwith upon the Bank's request, return the Card to the Bank.
- (3) The Bank may suspend use of the Card if: (i) the Card is transferred, pledged or rented; (ii) the period to be prescribed by the Bank elapses since the last depositing or withdrawal, etc. with respect to the Deposit account; or (iii) the Card is used, or the Bank judges that the Card threatens to be used, without authorization of the Depositor because of forfeiture, theft, loss, etc. of the Card. In the event that the Bank receives at its counter those documents to be prescribed by the Bank concerning verification of identification of the Depositor and the Bank succeeds in so verifying, the Bank will release such suspension.
- (4) In addition to the preceding Paragraph, when any of the items below applies and when it is inappropriate to continue with the provision of the Service to the Depositor, the Bank shall suspend the provision of the Service or, upon giving a notice to the Depositor, terminate the Service provision agreement. In cases where the Bank terminates the Service provision agreement by notice, if the Bank sends a notice of termination to the name and address that the Depositor has reported to the Bank, such notice shall be deemed to arrive at the Depositor at the time when delivery would normally occur, and the Service will be terminated at the time, regardless of whether notice is delayed or is not delivered due to the fault of the Depositor.
 - (i) When it has become clear that the Depositor made false statements with regard to presentations and warranties at the time of application for account opening.
 - (ii) In case the Depositor has been found out to fall under any of the categories of Boryokudan (organized crime: Organizations that encourage its members to engage collectively or habitually in violent, unlawful, etc., acts), Boryokudan-in (members of organized crime: Members of Boryokudan), Boryokudan jun kouseiin (quasi-members of Boryokudan: Parties who maintain relationships with, cooperate with, or engage in the maintenance or operation of Boryokudan by providing funds, weapons, etc., to Boryokudan or members of Boryokudan, but who are not themselves members), Boryokudan kankei kigyou (organized crime-related companies: Companies run by members of Boryokudan, quasi-members, or former members of Boryokudan, that maintain relationship with, cooperate with, or engage in the maintenance or operation of Boryokudan by providing funds to Boryokudan or by other means, or those companies that actively use Boryokudan in doing business, etc., and cooperate in the maintenance or operation of Boryokudan), Sokaiya etc. (corporate racketeers: Sokaiya, Kaisha goro (corporate racketeers) and others who may potentially engage in violent, unlawful, etc., acts in an effort to seek illicit benefits from civil society and may threaten the safety of civil life), Shakai undo etc. hyobo goro (those forces claiming to be social movements: Groups or individuals who disguise themselves as/claim to be social movements or political activities and may potentially engage in violent, unlawful, etc., acts to seek illicit benefits from civil society and may threaten the safety of civil life), Tokushu chino boryoku shudan etc. (special intellectual violent organizations: Groups or individuals, except those

listed above, who use Boryokudan or their relationships with Boryokudan to engage in violent, unlawful, etc., acts in an effort to seek illicit benefits from civil society and may threaten the safety of civil life), or their equivalents (hereinafter collectively "Boryokudan-in etc."), or fall under any of the following categories:

- A. To have a relationship in which it is deemed that Boryokudan-in etc. holds control over the management;
- B. To have a relationship in which it is deemed that Boryokudan-in etc. is effectively involved in the management;
- C. To have a relationship in which it is deemed that the Depositor uses Boryokudan-in etc. unjustifiably, such as for the purpose of ensuring unjustified benefits to himself/herself, his/her company or a third-party, or for the purpose of inflicting harm to a third party;
- D. To have a relationship in which it is deemed that the Depositor is engaged in providing funds etc. or benefits to Boryokudan-in etc.;
- E. To have relationship in which an executive officer or a person effectively participating in the management is connected with Boryokudan-in etc. in a socially reprehensible way.
- (iii) In case the Depositor is engaged in any of the following acts directly or by utilizing a third-party: A. Violent demand:
- B. Unjustified demand beyond the legal liability;
- C. Intimidating act or use of violence in transactions;
- D. Act of damaging the Bank's credit or obstructing the Bank's business by spreading false information, using fraudulent means or exercising force;
- E. Other acts equivalent to A through D above.
- (5) In addition to the preceding two Paragraphs, when any of the items below applies and when it is inappropriate to continue with the provision of the Service with the Agent, the Bank shall suspend the provision of the Service or, upon giving a notice to the Agent terminate the Service provision agreement. In cases where the Bank terminates the Service provision agreement by notice, if the Bank sends a notice of termination to the name and address that the Depositor has reported to the Bank, such notice shall be deemed to arrive at the Agent at the time when delivery would normally occur, and the Service will be terminated at the time, regardless of whether notice is delayed or is not delivered due to the fault at the Depositor/the Agent.
 - (i) In case the Agent has been found out to fall under any of the categories of Boryokudan (organized crime: Organizations that encourage its members to engage collectively or habitually in violent, unlawful, etc., acts), Boryokudan-in (members of organized crime: Members of Boryokudan), Boryokudan jun kouseiin (quasi-members of Boryokudan: Parties who maintain relationships with, cooperate with, or engage in the maintenance or operation of Boryokudan by providing funds, weapons, etc., to Boryokudan or members of Boryokudan, but who are not themselves members), Boryokudan kankei kigyou (organized crime-related companies: Companies run by members of Boryokudan, quasi-members, or former members of Boryokudan, that maintain relationship with, cooperate with, or engage in the maintenance or operation of Boryokudan by providing funds to Boryokudan or by other means, or those companies that actively use Boryokudan in doing business, etc., and cooperate in the maintenance or operation of Boryokudan), Soukaiya etc. (corporate racketeers: Sokaiya, Kaisha goro (corporate racketeers) and others who may potentially engage in violent, unlawful, etc., acts in an effort to seek illicit benefits from civil society and may threaten the safety of civil life), Shakai undo etc. hyobo goro (those forces claiming to be social movements: Groups or individuals who disguise themselves as/claim to be social movements or political activities and may potentially engage in violent, unlawful, etc., acts to seek illicit benefits from civil society and may threaten the safety of civil life), Tokushu chino boryoku shudan etc. (special intellectual violent organizations: Groups or

individuals, except those listed above, who use Boryokudan or their relationships with Boryokudan to engage in violent, unlawful, etc., acts in an effort to seek illicit benefits from civil society and may threaten the safety of civil life), or their equivalents (hereinaftercollectively "Boryokudan-in etc."), or fall under any of the following categories:

- A. To have a relationship in which it is deemed that Boryokudan-in etc. holds control over the management;
- B. To have a relationship in which it is deemed that Boryokudan-in etc. is effectively involved in the management;
- C. To have a relationship in which it is deemed that the Agent uses Boryokudan-in etc. unjustifiably, such as for the purpose of ensuring unjustified benefits to himself/herself, his/her company or a third-party, or for the purpose of inflicting harm to a third-party;
- D. To have a relationship in which it is deemed that the Agent is engaged in providing funds etc. or benefits to Boryokudan-in etc.;
- E. To have relationship in which an executive officer or a person effectively participating in the management is connected with Boryokudan-in etc. in a socially reprehensible way.
- (ii) In case the Agent is engaged in any of the following acts directly or by utilizing a third-party:
- A. Violent demand;
- B. Unjustified demand beyond the legal liability;
- C. Intimidating act or use of violence in transactions;
- D. Act of damaging the Bank's credit or obstructing the Bank's business by spreading false information, using fraudulent means or exercising force;
- E. Other acts equivalent to A through D above.
- (6) In addition to the cases set forth in the two preceding paragraphs, the Bank may, at its own discretion, terminate the Service when it determines that the Service should be terminated, with a rational reason.

19. Application of Laws, Etc.

If any approval, certificate or other document is required by applicable laws/ regulations for the Depositor to use the Card outside Japan, the Depositor shall, forthwith upon the Bank's or an Associated Institution's request, submit such document as the Bank or the Associated Institution requires the Depositor to submit. If such document is not submitted or the Bank deems it necessary in order to comply with applicable laws/regulations, the Bank may stop or restrict use of the Card outside Japan.

20. Agreement on Keeping Record concerning Transaction Information

Upon use of the Card, the Depositor shall agree that the Card number, the amount of withdrawal, the balance of the Deposit or such other transactional information as will be necessary for the Depositor to make use of an Associated Institution's ATM or Terminal be disclosed to and kept by Associated Institutions or Members and those organizations transmitting those information.

21. Duties of Bank, Etc.

- (1) The Bank will be (but not any Associated Institution will be) liable to perform the Bank's obligation to make payments with respect to the Deposit and other obligations set forth in these Terms and Conditions.
- (2) The Bank will not be liable for a Transaction being unable to be conducted, or any restriction imposed thereon, due to trouble in a communication system or line, legal regulation concerning exchange or remittance, wars, riots, disasters or any other event outside the reasonable control of the Bank.

- (3) In addition to the cases set forth in Paragraphs (2) and (3) of Section 18, the Bank or an Associated Institution may, without notice to the Depositor, impose restriction on, or suspend or terminate, use of the Card at an ATM or Terminal in or outside Japan with a rational reason.
- (4) Neither any Associated Institution nor Member will be liable for any duty or obligation concerning the Deposit arising in connection with use of the Card.
- (5) In the event that the Bank terminates the Service agreement pursuant to Article 18, Paragraph 4, 5 or 6, the Depositor or the Agent shall be liable for any loss or damage, or costs and expenses, and the Bank shall not be liable except in the case of negligence on the Bank for any loss or damage, or costs and expenses incurred by the Depositor or the Agent, in connection with the termination.

22. Application of Other Rules

Any matter concerning use of the Card which is not covered by these Terms and Conditions shall be subject to the rules /regulations of the Bank concerning the Deposit.

23. Revision of Terms and Conditions

The Bank may, whenever changes in financial or other circumstances occur or any other rational reason exists, make changes to any provision of the Terms and Conditions upon notification thereof not later than one (1) month prior to each said change by proper methods of notification such as notification at counters of Branches or on the website.

24. Governing Law, Etc.

- (1) These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Japan; provided that Japanese law shall apply to use of the Card at an ATM in a foreign jurisdiction not to the extent Japanese law conflicts with the laws of such jurisdiction.
- (2) In the event that there is any inconsistency between the Japanese and the English versions of these Terms and Conditions, the Japanese version shall prevail.

25. Miscellaneous

Following the suspension of use of the Card set out in Paragraph (5) of Section 1 and Paragraph (5) of Section 2-2, the provisions regarding the use of the Card outside Japan (not including the provisions of Sections 19 and 24) will expire.

TERMS AND CONDITIONS FOR SMBC TRUST BANK BANKING CARD shall become effective as of July 1, 2021.

SMBC Trust Bank Ltd. PRO-BKG0023-1TB2107





TERMS AND CONDITIONS FOR SMBC TRUST BANK J-DEBIT CARD TRANSACTIONS

1. Application

These Rules shall apply to the transactions (the "J-Debit Card Transaction(s)") in which the Depositor (as defined in the Terms and Conditions for SMBC Trust Bank Banking Card, the "T&C," except that, herein, the Depositor shall refer only to individuals and not to any Corporation or Organization, all capitalized terms used herein having the meanings ascribed to them in the T&C unless otherwise defined herein) will pay for a trade payable ("Trade Payable") owed to any of those persons/entities set forth below ("Member") in connection with purchase of goods or services from the Member ("Purchase Transaction"), by means of presenting the J-Debit Card (as defined below) to the Member and having the amount of such payment withdrawn from the deposit account for the J-Debit Card (the "Deposit Account"). The "J-Debit Card" shall mean any of the SMBC Trust Bank banking card to be issued by the Bank in accordance with the T&C that is a cash card for a depository.

- (1) A legal entity or individual ("Direct Member") who acknowledges the rules of membership (the "Rules of Membership") prescribed by the Japan Electronic Payment Promotion Organization (the "Organization"), is registered directly with the Organization as a member and enters into such form of membership agreement as is set forth in the Rules of Membership with one or more financial institutions who are members of the Organization ("Financial Institution(s)"). However, in accordance with the provisions of the membership agreement, use of the J-Debit Card at a Direct Member may not be available.
- (2) A legal entity or individual who acknowledges the Rules of Membership and enters into such form of indirect membership agreement as is set forth in the Rules of Membership with a Direct Member ("Indirect Member"). However, in accordance with the provisions of the indirect membership agreement as set forth in the Rules of Membership, use of the J-Debit Card at an Indirect Member may not be available.
- (3) A legal entity or individual who acknowledges the Rules of Membership and who is a partner of a partnership, Kumiai, under the Civil Code which acknowledges the Rules of Membership, is registered with the Organization as a partnership (Nini Kumiai) and enters into a membership agreement with a Financial Institution ("Partnership Member"). However, in accordance with the provisions of the partnership agreement as set forth in the Rules of Membership, use of the J-Debit Card at a Partnership Member may not be available.

1-2. Refusal of Transactions with Anti-social Forces

This J-Debit Card may be issued only when the Depositor does not fall into either Item 1 or Item 2 of Article 4, Paragraph 5. If the Depositor falls into any of such Items, the Bank shall not issue this J-Debit Card for the Depositor and may restrict or suspend services for the Depositor relating to the use of the J-Debit Card.

2. Manners of Use

- (1) Upon use of the J-Debit Card, the Depositor shall, taking sufficient care not to have his/her personal identification number of the J-Debit Card ("PIN") seen by any third party (including without limitation employees of a Member), input for him/herself the PIN into a terminal having the function concerning the J-Debit Card Transactions equipped with a Member (the "Terminal") after the Depositor has the J-Debit Card scanned by the Terminal for him/herself, or deliver the J-Debit Card to the Member and have the Member scan the J-Debit Card through the Terminal, and then confirms the amount of the Trade Payable to be displayed on the Terminal.
- (2) The Depositor shall not use the J-Debit Card by use of the Terminal in order to withdraw cash.
- (3) The Depositor shall not conduct the J-Debit Card Transaction if:

- (i) the Terminal does not function due to power failure, troubles, etc.;
- (ii) the amount of one use of the J-Debit Card exceeds the maximum amount, or fails in reaching the minimum amount, of use to be prescribed by the Member;
- (iii) the goods or the services which the Depositor intends to purchase or be provided are those goods or services which the Member specifies as the goods or services which are not subject to the J-Debit Card Transactions;
- (iv) the total amount of use of the J-Debit Card per one day (including the amounts of cash withdrawal and of the fund remittance to be made pursuant to the T&C) exceeds the amount to be prescribed by the Bank;
- (v) the PIN of J-Debit Card is input into the Terminal incorrectly for more than the number of times to be prescribed by the Bank;
- (vi) the J-Debit Card (including the electromagnetic data recorded on magnetic stripes) is damaged; or (vii) the Depositor attempts to conduct the J-Debit Card Transaction on such day or during such hours as the Bank will prescribe as the day or hours on or during which the J-Debit Card Transaction may not be conducted.

3. J-Debit Card Transaction Agreement, Etc.

As of the time when the PIN is input into the Terminal pursuant to Paragraph (1) of the preceding Section 2, the agreement whereby the Depositor shall pay for the Trade Payable by withdrawal of the amount of payment from the Deposit Account (the "J-Debit Card Transaction Agreement") shall be deemed to have been made (which agreement shall be cancelled if the electric message indicating confirmation of such withdrawal is not displayed on the Terminal) and the Depositor shall be deemed to have given the Bank an instruction to withdraw the amount of the Trade Payable from the Deposit Account and authorized the Bank to pay for the Trade Payable by the amount of withdrawal made pursuant to such instruction. The Depositor shall not be required to submit to the Bank a written request for withdrawal with respect to such instruction.

4. In Case of Cancellation of J-Debit Card Transaction Agreement

- (1) In the event that cash is withdrawn from the Deposit Account under the J-Debit Card Transaction, the Depositor shall not be entitled to request any third party (including the Member's specified successor and the Bank) other than the Member to pay the amount of such withdrawal or request the Bank to recoup such amount even if the J-Debit Card Transaction Agreement is lawfully cancelled because of agreed or other termination, etc. (including the case where the J-Debit Card Transaction Agreement is cancelled with cancellation of the relevant Purchase Transaction).
- (2) Notwithstanding the preceding Paragraph (1), the Bank will recoup the amount of withdrawal only in the event that (i) the Depositor provides the Member with which he/she conducts the J-Debit Card Transaction with the J-Debit Card and those documents which the Member will require the Depositor to submit and requests through the Member for recoupment of the amount of withdrawal, (ii) the Member transmits upon such request a message of cancellation of the J-Debit Card Transaction to the Bank through the Terminal and (iii) the Bank receives such message on the day on which the J-Debit Card Transaction is conducted. The Depositor shall, upon making such request, have the Terminal scan the J-Debit Card for him/herself or deliver the J-Debit Card to the Member and have it scan the J-Debit Card by use of the Terminal. The Bank will not recoup the amount of withdrawal in the event that the message of cancellation is not sent from the Terminal.
- (3) In case no recoupment of the cash withdrawn may be made pursuant to the preceding Paragraph (2), the Depositor shall be required to resolve the issue of such recoupment with the Member by having the Member return the amount, etc.
- (4) Paragraphs (1) through (3) of this Section 4 shall apply mutatis mutandis to the case where the

- J-Debit Card Transaction becomes effective as a result of the PIN being input into the Terminal by the Depositor's failure to recognizing that the amount, etc. is incorrectly input into the Terminal.
- (5) When any of the items below applies and when it is inappropriate to continue with the provision of the Service to the Depositor, the Bank shall suspend the provision of the Service or, upon giving a notice to the Depositor, terminate the Service provision agreement. In cases where the Bank terminates the Service provision agreement by notice, if the Bank sends a notice of termination to the name and address that the Depositor has reported to the Bank, such notice shall be deemed to arrive at the Depositor at the time when delivery would normally occur, and the Service will be terminated at the time, regardless of whether notice is delayed or is not delivered due to the fault of the Depositor.
 - (i) When it has become clear that the Depositor made false statements with regard to presentations and warranties at the time of application for account opening.
 - (ii) In case the Depositor has been found out to fall under any of the categories of Boryokudan (organized crime: Organizations that encourage its members to engage collectively or habitually in violent, unlawful, etc., acts), Boryokudan-in (members of organized crime: Members of Boryokudan), Boryokudan jun kouseiin (quasi-members of Boryokudan: Parties who maintain relationships with, cooperate with, or engage in the maintenance or operation of Boryokudan by providing funds, weapons, etc., to Boryokudan or members of Boryokudan, but who are not themselves members), Boryokudan kankei kigyou (organized crime-related companies: Companies run by members of Boryokudan, quasi-members, or former members of Boryokudan, that maintain relationship with, cooperate with, or engage in the maintenance or operation of Boryokudan by providing funds to Boryokudan or by other means, or those companies that actively use Boryokudan in doing business, etc., and cooperate in the maintenance or operation of Boryokudan), Soukaiya etc. (corporate racketeers: Sokaiya, Kaisha goro (corporate racketeers) and others who may potentially engage in violent, unlawful, etc., acts in an effort to seek illicit benefits from civil society and may threaten the safety of civil life), Shakai undo etc. hyobo goro (those forces claiming to be social movements: Groups or individuals who disguise themselves as/claim to be social movements or political activities and may potentially engage in violent, unlawful, etc., acts to seek illicit benefits from civil society and may threaten the safety of civil life), Tokushu chino boryoku shudan etc. (special intellectual violent organizations: Groups or individuals, except those listed above, who use Boryokudan or their relationships with Boryokudan to engage in violent, unlawful, etc., acts in an effort to seek illicit benefits from civil society and may threaten the safety of civil life), or their equivalents (hereinafter collectively "Boryokudan-in etc."), or fall under any of the following categories:
 - A. To have a relationship in which it is deemed that Boryokudan-in etc. holds control over the management;
 - B. To have a relationship in which it is deemed that Boryokudan-in etc. is effectively involved in the management;
 - C. To have a relationship in which it is deemed that the Depositor uses Boryokudan-in etc. unjustifiably, such as for the purpose of ensuring unjustified benefits to himself/herself, his/her company or a third-party, or for the purpose of inflicting harm to a third-party;
 - D. To have a relationship in which it is deemed that the Depositor is engaged in providing funds etc. or benefits to Boryokudan-in etc.;
 - E. To have relationship in which an executive officer or a person effectively participating in the management is connected with Boryokudan-in etc. in a socially reprehensible way.
 - (iii) In case the Depositor is engaged in any of the following acts directly or by utilizing a third-party: A. Violent demand:
 - B. Unjustified demand beyond the legal liability;

- C. Intimidating act or use of violence in transactions;
- D. Act of damaging the Bank's credit or obstructing the Bank's business by spreading false information, using fraudulent means or exercising force;
- E. Other acts equivalent to A through D above.
- (6) In addition to the cases set forth in the preceding Paragraph, the Bank may, at its own discretion, terminate the Service when it determines that the Service should be terminated, with a rational reason.
- (7) In the event that the Bank terminates Account Transaction pursuant to the preceding two Paragraphs the Depositor shall be liable for any loss or damage, or costs and expenses, and the Bank shall not be liable except in the case of negligence on the Bank for any loss or damage, or costs and expenses incurred by the Depositor or the Agent, in connection with the termination.

5. Amendments to Terms and Conditions

The Bank may, whenever changes in financial or other circumstances occur or any other rational reason exists, make changes to any provision of the Terms and Conditions upon notification thereof not later than one (1) month prior to each said change by proper methods of notification such as notification at counters of Branches or on the website.

6. Governing Law

- (1) These Terms and Conditions are governed by and construed in accordance with the laws of Japan.
- (2) In the event that there is any discrepancy between the English and Japanese versions of the Terms and Conditions, the Japanese version shall prevail.

TERMS AND CONDITIONS FOR SMBC TRUST BANK J-DEBIT CARD TRANSACTIONS shall become effective as of October 1, 2019.

SMBC Trust Bank Ltd. PRO-BKG0023-2TB1910





TERMS AND CONDITIONS FOR SMBC TRUST BANK BANKING CARD WITH BIOMETRIC AUTHENTICATION

These "Terms and Conditions" will apply to the use of the SMBC Trust Bank Banking Card (with IC Chip) ("Card") that has been registered with "Biometric Authentication information. Items not covered by these Terms and Conditions will be subject to the Terms and Conditions for SMBC Trust Bank Banking Card ("Card Terms and Conditions") and Rules of SMBC Trust Bank J-Debit Card Transactions ("J-Debit Card Rules").

1. Biometric Authentication

- (1) "Biometric Authentication" means authentication of Depositor's identify by verifying the Depositor's finger vein pattern read by the authentication terminal prescribed by the Bank against the Depositor's finger vein pattern information ("Biometric Authentication Information") registered in the IC chip.
- (2) The Card with registered Biometric Authentication Information ("Biometric Card") is one of the methods used to verify the identity of the Depositor who conducts bank transactions with the Bank.

2. Registration of Biometric Information

To register Biometric Information, the Depositor shall complete the required items in the application prescribed by the Bank and submit it to a Bank branch together with their personal identification document as prescribed by the Bank. The Biometric Information will be registered upon the Bank's acceptance of the application and personal Identification document etc.

3. Use of Card with Registered Biometric Information

The use of the Biometric Card will be subject to the applicable provisions of the Card Terms and Conditions and J-Debit Card Rules. For usage, in principle the Bank will conduct Biometric Authentication.

4. Change and Deletion of Biometric Information

In the event of change or deletion of finger vein authentication information in the IC chip, the Depositor completes the required items in the application prescribed by the Bank and submits it to a Bank branch together with personal identification document prescribed by the Bank and the Card. If there is no deficiency in the submitted application, Card and personal identification document, the Bank will delete the registered finger vein authentication information in accordance with the procedures prescribed by the Bank. For changes, new finger vein authentication information will be registered after deleting the registered finger vein authentication information.

5. Re-issuance of IC Cash Card with Registered Biometric Information

In the event of re-issuance of a Biometric Card, the Depositor completes the required items in the application prescribed by the Bank and a new Card will be re-issued in accordance with the procedures prescribed by the Bank. At such time, the registered biometric information in the previous card is discontinued. In order to use the new Card as a Biometric Card, it is necessary to re-register the finger vein authentication information.

6. Supplementary Card

(1) An agent who, in accordance with Article 9 (Supplementary Card) of the Card Terms and Conditions receives a Biometric Card, may register such agent's finger vein authentication information in such Card, with the Depositor's consent. (2) These Terms and Conditions will be applicable to the agent's Biometric Card as if "agent" were the "Depositor".

7. In case of Trouble, Etc.

In the event verification by Biometric Authentication cannot be conducted due to trouble of the Biometric Authentication device, etc. or the IC chip in the Card, such event will be handled in accordance with Article 10 (In Case of ATM Trouble, Etc.) of the Card Terms and Conditions.

8. Termination of these Terms and Conditions

These Terms and Conditions will terminate upon the occurrence of the events subject to Article 18 (Cancellation, Etc. of Card) of the Card Terms and Conditions and upon deletion of registered finger vein authentication information in the IC chip.

9. In case of Personal Information

Depositor or their agent agrees to the following with respect to the use with Bank of Biometric Card:

- (1) The Bank will record and store the Depositor's and their agent's finger vein authentication information within the IC chip of Biometric Card.
- (2) The Bank will perform the acquisition, use, maintenance, disposal of the Depositor's and their agent's Biometric Authentication information in the event of change or deletion of registered Biometric Authentication information when using the Biometric Card.
- (3) The Bank will perform the acquisition, use, maintenance, disposal of the Depositor's and their agent's Biometric Authentication information when using a Biometric Authentication device.

10. Revision of TERMS AND CONDITIONS FOR SMBC TRUST BANK BANKING CARD WITH BIOMETRIC AUTHENTICATION

The Bank may, whenever changes in financial or other circumstances occur or any other rational reason exists, make changes to any provision of the Terms and Conditions upon notification thereof not later than one (1) month prior to each said change by proper methods of notification such as notification at counters of Branches or on the website.

TERMS AND CONDITIONS FOR SMBC TRUST BANK BANKING CARD WITH BIOMETRIC AUTHENTICATION shall become effective as of October 1, 2019.

SMBC Trust Bank Ltd. PRO-BKG0023-3TB1910