

TERMS AND CONDITIONS FOR ELECTRONIC DELIVERY OF DOCUMENTS RELATING TO LIABILITY PRODUCTS

These Terms and Conditions establish, as an alternative to delivery by SMBC Trust Bank of the documents prescribed in Article 2 in paper form, a method (hereinafter "Electronic Method") of delivery of the items required to be described in such document in the event they are provided to the customer by electronic delivery as prescribed in Article 1, among the methods using an electronic information processing system (referring to the electronic information processing system connecting by electronic transmission line the computer or smartphone (hereinafter "Terminal") for SMBC Trust Bank's use and the computer for customer's use.)

Article 1. Electronic Delivery

Electronic Delivery shall mean to provide the customers with the items described in the Covered Documents by Electronic Method in place of delivery of paper document by: recording such items in SMBC Trust Bank's Website or PRESTIA Online / PRESTIA Mobile, an internet banking service site within SMBC Trust Bank's homepage (referring to the customer-specific page to appear after inputting the User ID and password; hereinafter the same) and by enabling the customer to download and view the items in a PDF file or such form specified by SMBC Trust Bank; sending the PDF file with such items recorded to customer's registered e-mail address in place of delivery of paper document.

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

This Electronic Delivery may be requested only when the Customer does not fall into either Item 1 or Item 2 of Article 7, Paragraph 2. If the Customer falls into any of such Items, SMBC Trust Bank shall not accept the request for Electronic Delivery from the Customer and may restrict or suspend the Electronic Delivery with the Customer.

Article 2. Covered Documents

Covered Documents shall refer to the following documents that can be delivered by Electronic Delivery:

- ① Document Prior to Conclusion of Contract
- ② Document Upon Conclusion of Contract
- ③ Other documents that SMBC Trust Bank provides for and posts on the Website.

Article 3. Agreement on and application for Electronic Delivery

1. When applying Electronic Delivery, the customer shall agree to Electronic Delivery in a manner prescribed by SMBC Trust Bank and accept these Terms and Conditions to make an application. The customer who does not agree to Electronic Delivery or does not accept these Terms and Conditions may not browse Covered Documents on PRESTIA Online / PRESTIA Mobile, etc. Such customer shall receive paper documents.
2. In case the customer agrees to Electronic Delivery, SMBC Trust Bank shall not in principle deliver by mail Covered Documents that are posted on PRESTIA Online / PRESTIA Mobile, etc. unless the customer makes a special request. If the customer wishes to receive paper Covered Documents, he/she shall request the delivery by mail via toll free number or receive them at a SMBC Trust Bank branch.
3. The Service shall be available only to those customers that have accepted PRESTIA Online Transactions Terms and Conditions.

Article 4. Delivery of Covered Documents in Paper Form Due to SMBC Trust Bank's Reasons

Even after the customer accepts Electronic Delivery, SMBC Trust Bank may deliver paper Covered Documents instead of Electronic Delivery.

Article 5. Method of Electronic Delivery

1. SMBC Trust Bank shall provide the documents in electronic form in following methods. The customer shall agree to use the latest "Acrobat Reader" distributed by Adobe to view the document in PDF format.
 - (i) Enabling the customer to view the described items recorded in a PDF format, or such form specified by SMBC Trust Bank, in the file in a computer used by SMBC Trust Bank and recording them in the customer's file in the Terminal used by the customer or in a data center, etc. contracted by the customer.
 - (ii) Sending the described items recorded in a PDF format, or such form specified by SMBC Trust Bank from SMBC Trust Bank's server and recording them in the customer's file in the Terminal used by the customer or in a data center, etc. contracted by the customer.
 - (iii) Enabling the customer to view the described items recorded in a PDF format or a graphic format in the customer's file in a computer used by SMBC Trust Bank.
2. When documents in electronic form, as provided in the preceding paragraph, Item (i) and Item (ii), are adopted, enough hard disk or device free space is necessary in the customer's Terminal to allow downloading Covered Documents.
3. Documents may be produced by printing out the Covered Documents delivered by Electronic Delivery with a printer, etc.
4. Covered Documents that are electronically delivered at PRESTIA Online / PRESTIA Mobile can also be viewed in PRESTIA Online / PRESTIA Mobile for 5 years from the date of transaction.

Article 6. Confirmation Items Regarding Electronic Delivery <Deleted>

Article 7. Suspension/Changes to Electronic Delivery

- (1) With a rational reason, SMBC Trust Bank may suspend or change Electronic Delivery at any time without prior notice to the customer. In the event of changes in laws and regulations, instructions from regulators, and other unavoidable circumstances, SMBC Trust Bank may suspend Electronic Delivery temporarily and deliver paper documents.
- (2) When any of the items below applies and when it is inappropriate to accept the request for Electronic Delivery from the Customer, SMBC Trust Bank shall refuse the request for Electronic Delivery or, upon giving a notice to the Customer, terminate the Electronic Delivery Agreement. In cases where SMBC Trust Bank terminates the Electronic Delivery Agreement by notice, if SMBC Trust Bank sends a notice of termination to the name and address that the Customer has reported to SMBC Trust Bank, such notice shall be deemed to arrive at the Customer at the time when delivery would normally occur, and the Electronic Delivery Agreement will be terminated at the time, regardless of whether notice is delayed or is not delivered due to the fault of the Customer.
 - (i) In case the Customer 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 (quasimembers 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, quasimembers, 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 Customer 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 thirdparty;
 - D. To have a relationship in which it is deemed that the Customer is engaged in providing funds etc. or benefits to Boryokudan-in etc.;
 - E. To have a 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 Customer 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.
- (3) In addition to the cases set forth in the preceding paragraph, SMBC Trust Bank may, at its own discretion, terminate the Electronic Delivery agreement with a rational reason when it determines that the Electronic Delivery agreement should be terminated.
- (4) In addition to the cases set forth in the preceding paragraph, Electronic Delivery agreement will be terminated if it falls under the

below cases.

- A. PRESTIA Online or PRESTIA Mobile is terminated upon customer's request;
- B. Account used for User ID Registration for PRESTIA Online or PRESTIA Mobile is closed.

Article 8. Limitation of Liability

1. SMBC Trust Bank shall only be held liable for the customer's requests received by SMBC Trust Bank through the Terminal. If the service is delayed or become unavailable, or when there is any error or omission in the information sent by SMBC Trust Bank due to failures in communications equipment and lines, or disturbances etc. in the means of communications such as telephone disconnection, SMBC Trust Bank shall not be held responsible for any loss, damage, or expense incurred by the customer except for cases of negligence.
2. SMBC Trust Bank shall not be held liable for any loss, damage, or expense etc. caused to the customer due to the leakage of the customer's password, transaction's records and other information as a result of wiretapping on public or exclusive telephone lines or other data communication lines except for cases of negligence.
3. SMBC Trust Bank and all of its affiliates or subsidiaries shall not be held liable for any loss, damage, or expense etc. caused to the customer due to delay in or failure of the services, or any error or omission in information, etc. transmitted by SMBC Trust Bank and all of its affiliates or subsidiaries, that are caused by an access service provider or software except for cases of negligence.
4. SMBC Trust Bank and all of its affiliates or subsidiaries shall not be held liable for any loss, damage, or expenses caused to the customer from computer viruses or related disturbances, etc. except for cases of negligence.
5. SMBC Trust Bank and all of its affiliates or subsidiaries shall not be held liable for any loss, damage, and expense caused to the customer from the use of this service except for cases of negligence.
6. In the event that SMBC Trust Bank terminates the Electronic Delivery agreement pursuant to Article 7, Paragraph 2, the Customer shall be liable for any loss or damage, or costs and expenses, and SMBC Trust Bank shall not be liable except in the case of negligence on SMBC Trust Bank for any loss or damage, or costs and expenses incurred by the Customer in connection with the termination.

Article 9. Amendments to Terms and Conditions

These Terms and Conditions may be amended due to a change of law or such necessary cases. Notice regarding amendment, content of Terms and Conditions after the change and the effective date, will be posted on SMBC Trust Bank's website or by other proper methods, prior to the effective date.

Article 10. Discrepancy

In the event that there is any discrepancy between the English and Japanese version of these Terms and Conditions, the Japanese version shall prevail.

All the terms and conditions set out in Terms and Conditions for Electronic Delivery of Documents Relating to Liability Products shall become effective as of October 19, 2020.