# PRESTÍA



# GENERAL ACCOUNT CUSTOMER AGREEMENT

In the event that a depositor ("Depositor") effects a transaction relating to a bank account (an "Account") with SMBC Trust Bank Ltd. ("SMBC Trust Bank") such as the opening of an Account, a deposit, a withdrawal, a remittance upon withdrawal, and a debit ("Account Transaction(s)"), with SMBC Trust Bank, the Depositor shall be deemed to have confirmed the contents of and agreed to be bound by this General Account Customer Agreement ("General Agreement") and other such applicable bank account customer agreements (each an "Account Customer Agreement") and the rules and regulations ancillary thereto. Any term defined in the General Agreement shall have the same meaning when used in other customer agreements, rules and regulations, and other supplementary rules and detailed regulations set forth in other Agreements (the foregoing agreements, rules and regulations and the General Agreement are collectively referred to as "Transactional Agreements").

# Article 1. Verification Measures at Transaction

- 1. SMBC Trust Bank will take the steps necessary at transaction for verification of a Depositor's information in accordance with the "Law for Prevention of Transfer of Criminal Proceeds" and other applicable laws and rules/regulations (laws and rules/regulations are hereinafter referred to as "Laws," which shall mean to include without limitation those administrative guidelines, instructions, policies, etc. of the relevant governmental authorities with which SMBC Trust Bank is usually required to comply). SMBC Trust Bank shall verify a Depositor's information in such a manner as SMBC Trust Bank will prescribe, such as requesting the Depositor to submit to SMBC Trust Bank material to be used for personal identification.
- Even if SMBC Trust Bank has accepted the opening of a Depositor's Account, SMBC Trust 2. Bank may cancel such an opening if the procedures for verification of the Depositor's information, as set out in the preceding Paragraph, are not completed.
- 3. Without prejudice to the preceding two Paragraphs, SMBC Trust Bank will be entitled to impose restrictions on, or suspend any Account Transaction, or close an Account pursuant to Article 10 in the event that SMBC Trust Bank does not confirm the completion of the Depositor's information verification or deems that said verification may not have been completed.

#### Article 2. Joint-name Account Transactions

<This article 2 has been transferred to Appendix due to the services termination.>

#### Article 3. Dormant Accounts

- SMBC Trust Bank may treat a Yen Savings Account, Checking Account or U.S. Dollar Savings Account which has had no deposit or withdrawal made within a period of time prescribed by SMBC Trust Bank, as a "Dormant Account." In the event that an Account becomes a Dormant Account, SMBC Trust Bank may impose restrictions on the use of the Account as SMBC Trust Bank stipulates. SMBC Trust Bank may at its own discretion, and at any time, cease to allow interest to accrue.
- Regarding deposits, etc. subject to the Act on Utilization of Funds Related to Dormant Deposits to Promote Social Purpose Activities by the Private Sector (Act No. 101 of December 9, 2016, hereinafter "The ACT on Utilization of Dormant Deposits"), any account for which 10 years have elapsed since the last change date, etc. in the Act shall be processed as a dormant deposit, etc.

# Article 4. Charges

- The charges payable by a Depositor to SMBC Trust Bank in respect of an Account Transaction, such as account/transaction maintenance charges, shall be as prescribed by SMBC Trust Bank and may be debited by SMBC Trust Bank from any of the Accounts held by such a Depositor, which shall also apply in case SMBC Trust Bank has revised or newly established such charges.
- 2. In the event that SMBC Trust Bank is unable to debit the charges payable by a Depositor in accordance with the preceding Paragraph, SMBC Trust Bank shall be entitled to limit or suspend Account Transactions to be effected by, or close any Account of, the Depositor at any time and in such a manner as SMBC Trust Bank will prescribe.

#### Article 5. Date of Transaction and Business Days

In case SMBC Trust Bank shall be requested by a Depositor through a cash dispenser or automatic teller machine (collectively, "ATM") or by telephone or by internet to effect an Account Transaction (such as the remittance of money by debiting the same from an Account), SMBC Trust Bank will, unless the Depositor specifically instructs otherwise, effect said Account Transaction on the day that SMBC Trust Bank shall have received said request; provided that SMBC Trust Bank may effect said Account Transaction on the next succeeding Business Day, depending upon the day or time of the receipt of said request, in which case SMBC Trust Bank may treat said request as cancelled if there shall not be sufficient balance in the relevant Account Transaction on said next succeeding Business Day. "Business Day" shall mean a day other than Sunday and any other days which the

Laws shall specify as a day on which banks in Japan are required to close for business (including Saturday).

#### Article 6. Multiple Withdrawals

- In the event that more than one withdrawal shall be requested on a single day (such as the debiting of public utilities payments) and the aggregate amount of those withdrawals shall exceed the maximum amount of withdrawals as the balance in the relevant Account per day, then SMBC Trust Bank may at its discretion decide which withdrawal shall be made. SMBC Trust Bank shall not accept withdrawals in the amount exceeding the Maximum Amount.
- 2. Notwithstanding the preceding Paragraph, SMBC Trust Bank may at its discretion accept withdrawals in the amount exceeding the Maximum Amount. In the event that a Depositor shall have made such withdrawals, he/she shall, forthwith upon SMBC Trust Bank's request, make settlements in respect of such excessive amount in such a manner as SMBC Trust Bank shall prescribe.
- 3. SMBC Trust Bank shall give a Depositor notice of withdrawals made in the amount exceeding the Maximum Amount in such a manner as SMBC Trust Bank shall deem appropriate. Said notice shall, even in case it shall not have reached the Depositor in a reasonable time under normal conditions, be deemed to have reached the Depositor at said time. The second sentence of this Paragraph 3 shall apply to any and all notices to be provided by SMBC Trust Bank under Transactional Agreements. SMBC Trust Bank shall not be liable except in the case of negligence on SMBC Trust Bank for any loss, damage, or costs and expenses incurred by a Depositor as a result of said notice of withdrawals not reaching, or being delayed in reaching the Depositor beyond the regular time that said notice would usually have arrived.

#### Article 7. Statement of Account and Advice of Transaction

- In the event that an Account Transaction such as a withdrawal or a deposit shall have been effected, SMBC Trust Bank shall issue a statement of account (or, at SMBC Trust Bank's discretion, an advice of transaction) as evidence of said Account Transaction in accordance with the procedures, method and form (including but not limited to, by electromagnetic method) prescribed by SMBC Trust Bank, but shall not issue a passbook, etc.
- 2. SMBC Trust Bank shall describe in a statement of account or in an advice of transaction those Account Transactions which SMBC Trust Bank shall have effected at the request of a Depositor; however, unsettled checks and other instruments ("Instruments, etc.") shall not be so described. A Depositor shall, if he/she wishes to make an inquiry in respect of a statement of account or an advice of transaction, be required to do so within three (3)

months from the date of preparation of such statement or advice. SMBC Trust Bank may reject any such inquiry made after said three-month period.

- More than one Account Transaction effected on a single day shall be described in a statement of account or an advice of transaction in such an order as SMBC Trust Bank shall determine.
- 4. SMBC Trust Bank may at their discretion issue and deliver to Depositor the account statement for deposit accounts in a media other than paper form and delivery method other than postal mail as prescribed separately by SMBC Trust Bank including but not limited to delivery by electronic method. In the event SMBC Trust Bank issues and delivers the account statement by electronic method, the Depositor may request SMBC Trust Bank to issue and deliver the account statement in paper form by notifying SMBC Trust Bank, subject to the procedures prescribed separately by SMBC Trust Bank.

#### Article 8. Deposit of Funds

- SMBC Trust Bank shall accept the funds (Japanese Yen and Foreign currencies permitted by SMBC Trust Bank) to be remitted to an Account based on an instruction of remittance dispatched.
- 2. With respect to the remittance of funds into an Account, in the event that SMBC Trust Bank shall have received from the financial institution dispatching a notice of remittance of funds, a request that said remittance be cancelled due to an error in the dispatch of a remittance notice, such as a duplicate dispatch or the remitter's request for cancellation of remittance, etc., SMBC Trust Bank may cancel the credit of the funds so remitted to said Account without any notice thereof to the Depositor of the Account.
- 3. SMBC Trust Bank shall credit the remitted funds to the Account specified in the relevant telegraphic remittance instruction (the "Specified Account"). In case the currency of the remitted funds is different from the currency available for acceptance in the Specified Account, SMBC Trust Bank shall credit the funds after converting the same into the currency designated by SMBC Trust Bank which is available for acceptance in the Specified Account by use of such a foreign exchange rate as SMBC Trust Bank shall prescribe.
- 4. In the event that SMBC Trust Bank is requested by an intermediary bank in respect of remittance of funds from abroad to pay any charges or commissions, SMBC Trust Bank shall debit those charges or commissions from the Account into which the funds are remitted. SMBC Trust Bank shall, upon such debiting, apply the telegraphic transfer selling rate (in case the foreign currency equivalent is debited from a Yen Account) or the telegraphic transfer buying rate (in case the Yen equivalent is debited from a foreign currency Account) of the date of the debiting which SMBC Trust Bank shall apply to its

customers.

#### Article 9. Treatment of Instruments, etc. Payable in Japan

- 1. The Depositor may deposit Instruments, etc. payable in Japan only to the extent permitted by SMBC Trust Bank.
- The Depositor shall pay SMBC Trust Bank any prescribed charges in the event that SMBC Trust Bank incurs any costs/expenses in connection with the collection of Instruments, etc., or if they are dishonored.
- SMBC Trust Bank shall neither allow interest to accrue to the amount of Instruments, etc. nor accept a request for withdrawal of said amount until SMBC Trust Bank confirms settlement of the Instruments, etc.
- 4. SMBC Trust Bank shall accept the deposit or withdrawal of the amount of Instruments, etc. in accordance with the amount indicated in the stipulated amount column in the Instruments, etc., even when more than one amount is written.
- 5. In the event that the Instruments, etc. deposited in an Account become dishonored, SMBC Trust Bank will forthwith notify the Depositor thereof, debit the amount of the Instruments, etc. from said Account, and return the Instruments, etc. upon the Depositor's request.
- In respect of dishonoured Instruments, etc., SMBC Trust Bank shall take the steps necessary to preserve the Depositor's rights only to the extent that SMBC Trust Bank is requested in writing in advance by the Depositor to do so.

#### Article 9-2. Refusal of Transactions with Anti-social Forces

This Account may be used only when the Depositor does not fall into either Item 1 or Item 2 of Article 10, Paragraph 3. If the Depositor falls into any of such items, SMBC Trust Bank shall not open an account for the Depositor and may restrict or suspend account transactions with the Depositor.

#### Article 10. Termination, etc.

- The Depositor shall, in case he/she terminates any Account with SMBC Trust Bank in accordance with an applicable Account Customer Agreement, notify SMBC Trust Bank of said termination through the manner prescribed by SMBC Trust Bank. The Depositor shall also return all cash cards and unused checks, if any.
- The Depositor shall, upon termination of an Account, pay in full any overdraft amount and interest thereon, and any other debt it owes to SMBC Trust Bank in connection with the Account.
- 3. (1) In the event that any of those events set forth below occurs in respect of an Account,

SMBC Trust Bank may limit or suspend any or all Account, SMBC Trust Bank may limit or suspend any or all Account Transactions or, upon giving the Depositor notice (or without said notice in the case of Item (vi) below), terminate any Account of the Depositor.

- (i) When it has become clear that the holder of that Account does not exist or that the Account was opened against the account-holder's will.
- (ii) When the Account has been used in substance as the account of a person other than the registered holder of the Account.
- (iii) When the Depositor has breached Article 11.
- (iv) When suspicion has arisen in respect of the existence, genuineness, authenticity, or truth of an Account Transaction, or of the contents of those notifications filed by the Depositor with SMBC Trust Bank.
- (v) When an Account or deposit therein has been used, or is likely to be used, for any act that is contrary to the Laws, the public order, or good morals.
- (vi) When the holder of the Account is deceased.
- (vii) When it has become clear that the Depositor made false statements or notifications with regard to the matters confirmed on the Depositor at the time of personal identification verification etc. by SMBC Trust Bank in accordance with the Laws, or the matters provided by the Depositor pursuant to Article 10-2 Paragraph 1 or 2.
- (viii) When transaction limitations pursuant to any of Paragraphs 1 through 3 of Article 10-2 have not been resolved for over a year.
- (ix) When this deposit has been used, or is likely to be used, for money laundering, financing of terrorism or any transaction that is in conflict with applicable Laws concerning economic sanctions.
- (x) When SMBC Trust Bank has determined, at its own discretion, that the Account should be terminated with a rational reason.
- (2) In addition to the preceding Item, when any of the following Items applies and it is inappropriate to continue with Transactions with the Depositor, SMBC Trust Bank shall suspend these Account Transactions or, upon giving notice to the Depositor, terminate the Account.
  - (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 (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, guasimembers, 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 thirdparty;
- 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 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.
- (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;
- 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 case set out in Article 3 Paragraph 1, in the event that a Depositor has not transferred an Account for such a period as SMBC Trust Bank prescribes separately or that the Laws permit, SMBC Trust Bank may limit or suspend any Account Transaction or, upon giving a notice to the Depositor, terminate any Account.
- (4) In addition to the three preceding Items, SMBC Trust Bank may at its own discretion limit or suspend any Account Transaction or terminate any Account with a rational reason. In cases where SMBC Trust Bank terminates the Account by notice, if SMBC Trust Bank sends a notice of termination to the name and address that the Depositor has reported to SMBC Trust Bank, such notice shall be deemed to arrive at the Depositor at the time when delivery would normally occur, and the Account will be terminated at the time, regardless of whether notice is delayed or is not delivered due to the fault of the Depositor.
- (5) In the event that any balance remains after an Account shall be terminated pursuant to any of the four preceding Items, SMBC Trust Bank shall be released from any and all responsibilities in respect of such Account by delivering by mail to the Depositor of a check that is payable to the order of the Depositor in the amount of such balance. SMBC Trust Bank may assign to a third party the principal of and interest on any overdrafts or other debts owned to SMBC Trust Bank.
- (6) In the event that SMBC Trust Bank terminates Account Transactions pursuant to this Article, Depositor 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 Depositor, in connection with the termination.

#### Article 10-2. Transaction Limitations, etc.

 SMBC Trust Bank may, to verify Depositor's information and to understand details of a specific transaction, etc. in an appropriate manner, request the Depositor for various confirmations or submission of related documents, etc. In this case, if the Depositor does not respond to the request by the time SMBC Trust Bank will prescribe separately without a legitimate reason, SMBC Trust Bank may limit all or part of Account Transactions such as deposit, remittance, and withdrawal, etc. based on the Transactional Agreements.

- 2. SMBC Trust Bank may request a non-Japanese Depositor residing in Japan to notify SMBC Trust Bank of the Depositor's status of residence, period of stay and other required matters in the manner that SMBC Trust Bank will prescribe. In this case, when the period of stay has expired, SMBC Trust Bank may limit all or part of Account Transactions such as deposit, remittance, and withdrawal, etc. based on the Transactional Agreements.
- 3. When this deposit is likely to be used for money laundering, financing of terrorism, any transaction that is in conflict with applicable Laws concerning economic sanctions, or any act that is contrary to the Laws, the public order, or good morals, in the light of the Depositor's response toward confirmation and submission request pursuant to the preceding Paragraph 1, the specific transaction details, the explanation by the Depositor, or other circumstances, SMBC Trust Bank may limit all or part of Account Transactions such as deposit, remittance, and withdrawal, etc. based on the Transactional Agreements.
- 4. Even when Account Transactions are limited pursuant to the preceding Paragraph 1 through 3, if it is deemed that the fear of money laundering, the financing of terrorism, or conflict with the Laws concerning economic sanctions has been resolved based on the explanation by the Depositor etc., SMBC Trust Bank will promptly release the transaction limitations.

#### Article 11. Prohibition of Assignment or Pledge, Etc.

- The Depositor shall not, without SMBC Trust Bank's consent, assign or create a pledge or any other interest for the benefit of a third party, or have a third party make use in any manner of an Account, a status afforded under an Account agreement, or any right in respect thereof.
- If SMBC Trust Bank determines that it is unavoidable to pledge or create some other interest for the benefit of a third party on an Account, the creation of such interest shall be effected by using a form by SMBC Trust Bank.

#### Article 12. Transactions, Etc. by Telephone

1. The Depositor shall not reveal to any third party personal identification number for telephone which the Depositor shall have registered with SMBC Trust Bank in order to effect an Account Transaction by telephone (the "T-PIN"). The Depositor shall, upon SMBC Trust Bank's request, inform SMBC Trust Bank of the T-PIN in case the Depositor shall request SMBC Trust Bank to effect by telephone, or make requests, inquiries or notifications, etc. by telephone in relation to an Account Transaction ("Transaction Request, etc. by Telephone."). In the event that personal identification number for telephone notified by the Depositor corresponds with the T-PIN but the person so notifying by telephone is not the Depositor, SMBC Trust Bank shall not be liable except in the case of negligence on SMBC Trust Bank

for any loss, damage, or costs and expenses, incurred by the Depositor in connection with the relevant Transaction Request, etc. by Telephone.

- 2. In the event that SMBC Trust Bank receives a Transaction Request, etc. by Telephone (including request for withdrawal of deposit or remittance), SMBC Trust Bank may, without a written request for a withdrawal or without checks, etc. being submitted to it, fulfill the Request upon verification of the identity of the Depositor by the T-PIN, or in such a manner as SMBC Trust Bank shall prescribe.
- 3. SMBC Trust Bank shall, unless the Depositor specifically instructs otherwise, effect an Account Transaction in accordance with a Transaction Request, etc. by Telephone on the day that SMBC Trust Bank receives said Request, but may also do so on or after the next succeeding Business Day depending upon the time of said receipt. In such a case, SMBC Trust Bank shall effect the Account Transaction after SMBC Trust Bank reconfirms the contents of the same on said next succeeding Business Day. SMBC Trust Bank may need a certain number of days as it shall prescribe in order to accept a notification concerning an Account Transaction that is a Transaction Request, etc. by Telephone.
- 4. SMBC Trust Bank may, without prior notice to the Depositor, record and preserve for a reasonable period any and all correspondence between SMBC Trust Bank and the Depositor in relation to a Transaction Request, etc. by Telephone, etc., regardless of whether SMBC Trust Bank or the Depositor makes a call and of the contents of said correspondence.
- 5. In the event that an Account Transaction is effected in accordance with a Transaction Request, etc. by Telephone, SMBC Trust Bank shall describe the contents thereof in the statement of account in a form prescribed by SMBC Trust Bank. In the event that the Depositor receives said statement of account, he/she shall confirm the contents thereof immediately. The Depositor shall, if wishing to make an inquiry in respect of the statement of account, be required to do so within three (3) months from the date of preparation of said statement. SMBC Trust Bank may reject any such inquiry made after said three-month period.
- 6. In the case of a Transaction Request, etc. by Telephone, 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 Depositor in connection with such leakage of the T-PIN or transactional information as occurs due to the breakdown of transmission equipment or lines, etc. or to wiretapping on any telecommunications line such as a telephone circuit.
- SMBC Trust Bank shall not effect any Account Transaction pursuant to a Transaction Request, etc. by Telephone, etc. if the transactional amount of said Account Transaction exceeds the withdrawal limit prescribed by SMBC Trust Bank or the amount notified by the

Depositor to SMBC Trust Bank.

- 8. Even after SMBC Trust Bank receives a Transaction Request, etc. by Telephone, in respect of an Account Transaction, SMBC Trust Bank may, without any notice to the Depositor, withhold the execution of the Account Transaction if:
  - (1) the Overdraft Amount in respect of a PRESTIA MultiMoney Account to be calculated in accordance with the method of computation set out in Article 3 of the PRESTIA MultiMoney Account Customer Agreement exceeds the ratio which said Overdraft Amount bears to the balance of the PRESTIA MultiMoney Account set out in Paragraph 2 of Article 3 of said Agreement;
  - the Account Transaction breaches any provision of the Transactional Agreements or Laws; or
  - (3) SMBC Trust Bank otherwise reasonably decides that the contents of the Account Transaction are inappropriate.
- 9. A Transaction Request, etc. by Telephone shall be subject to the Transactional Agreements and any other rules/regulations prescribed by SMBC Trust Bank, and SMBC Trust Bank may, without any prior notice to the Depositor, modify or revise those rules/regulations. 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 Depositor in connection with said modification or revision.

#### Article 13. Changes, Etc. in Registered Notifications

- The Depositor shall notify SMBC Trust Bank forthwith in the manner that SMBC Trust Bank shall prescribe for submission to SMBC Trust Bank of required documents, upon loss of the Depositor's cash card, checks or check books, or seal registered with SMBC Trust Bank, or upon any change in the name (or corporate name), address (location), jurisdiction of residence, telephone number, e-mail address, occupation (description of business), employer, registered seal or signature, personal identification number or any other notification registered with SMBC Trust Bank.
- 2. Any changes to be made upon notifications, which are made pursuant to the preceding Paragraph, shall become effective and binding on SMBC Trust Bank at the time when the steps necessary for such changes are reasonably deemed by SMBC Trust Bank to have been completed. If any loss or damages occur before or after completion of such notifications, due to the steps above not being completed, SMBC Trust Bank shall not be liable for any such loss or damages except in the case of negligence on SMBC Trust Bank.
- 3. In the event that SMBC Trust Bank dispatches any notice or document to the address and name registered, or the address and name the change of which has been registered, with

SMBC Trust Bank, but said notice or document returns to SMBC Trust Bank without reaching the Depositor, SMBC Trust Bank may suspend the delivery of statements of account, etc. and limit all or part of Account Transactions. The same applies in the case where any e-mail sent by SMBC Trust Bank to the e-mail address registered with SMBC Trust Bank does not reach its intended destination.

- 4. In the case where SMBC Trust Bank dispatches any notice, e-mail or other communication to Depositor's address or e-mail address registered with SMBC Trust Bank, and such notice, e-mail or other communication is delayed in delivery or does not reach the Depositor due to the events attributable to the Depositor such as failure to notify SMBC Trust Bank of items stated in the Paragraph 1 of this Article, such notice, e-mail or other communication shall be deemed to have reached the Depositor, and SMBC Trust Bank shall not be liable for any losses or damages resulting as a consequence of such delay or failure to reach except in the case of negligence on SMBC Trust Bank.
- When the Depositor changes the registered address to Overseas, the Depositor should 5. notify SMBC Trust Bank of residency status. In case of the change of residency status, the depositor is responsible for notifying SMBC Trust Bank. SMBC Trust Bank shall not be liable except in the case of negligence on SMBC Trust Bank for any losses or any restriction on transactions resulting from the Depositor's failure to make such notification. In case a certain amount of time has passed without SMBC Trust Bank being notified of the change of residency status (i) to non-resident after the registered address is changed to overseas or (ii) to resident after the registered address is changed to Japan, SMBC Trust Bank may at its own discretion change the residency of the account to non-resident (in the case of (i) ) or resident (in the case of (ii)) without notifying the Depositors in advance. In case the Depositor considers the change of residency status to be not appropriate, the Depositor may request the correction of residency status to SMBC Trust Bank with the supporting evidence. In such case, SMBC Trust Bank may accept the request for the correction if SMBC Trust Bank considers such correction reasonable. In case there is reasonable cause to restrict or suspend Account Transaction(s) and/or services due to reasons such as when SMBC Trust Bank cannot confirm the Depositor's residency status for a long period of time, SMBC Trust Bank may restrict or suspend such Account Transaction(s) and/or services without notifying the Depositors in advance. SMBC Trust Bank shall not be liable except in the case of negligence on SMBC Trust Bank for any losses incurred by the Depositor resulting from the change of residency status and/or restriction on or suspension of Account Transaction(s) and/or services under this Paragraph.

#### Article 14. Notification of Appointment of Guardians Majority, Etc.

- In the event that assistance, curatorship or guardianship commences for the Depositor by order of the Family Court, the Depositor shall forthwith notify SMBC Trust Bank in writing of the name of the relevant adult guardian, etc. and other required matters. Also, in the event that assistance, curatorship or guardianship commences for the Depositor's adult guardian, etc. by order of the Family Court, the Depositor shall notify SMBC Trust Bank in the same manner.
- In the event that a supervisor of a voluntarily appointed guardian is appointed for the Depositor by order of the Family Court, the Depositor shall forthwith notify SMBC Trust Bank in writing of his/her name and other required matters.
- 3. Notification procedures referred to in the preceding two (2) Paragraphs shall apply to the cases where an order to commence assistance, curatorship or guardianship has already been issued, or a voluntary supervisor has already been appointed with respect to the Depositor.
- 4. The Depositor shall notify SMBC Trust Bank of any cancellation of or modification to any matters notified pursuant to the preceding three (3) Paragraphs in the same manner as specified above.
- Any notification to be made pursuant to any of the preceding four (4) Paragraphs shall become effective and binding on SMBC Trust Bank at the time when SMBC Trust Bank has accepted such notification and completed all necessary steps.
- 6. In the event that a filing of notice is made with SMBC Trust Bank pursuant to any of the preceding Paragraphs 1 through 3, the notice of agent filed prior thereto shall be forthwith invalid. SMBC Trust Bank may treat any and all acts done by the agent such as expression of intention prior to such filing as valid and effective.

# Article 15. Indemnity, Etc.

- 1. In the event that SMBC Trust Bank has examined with reasonable care a signature or seal appearing on checks, withdrawal request forms, or forms of various notifications, or personal identification number inputted through equipment such as a telephone or a PIN PAD, against the signature, seal or personal identification number registered with SMBC Trust Bank, and has treated each of them as corresponding with those registered, SMBC Trust Bank shall not be liable for any loss or damage, or costs or expenses, incurred by the Depositor as a result of said forms, etc. being forged or counterfeited, or if the person making the call or inputting personal identification number into the PIN PAD was not the Depositor.
- 2. SMBC Trust Bank shall make payments in relation to an Account Transaction only at a Branch.

- 3. In the event that execution of an Account Transaction (such as utilization of the funds remitted into an Account or SMBC Trust Bank's payment of funds) is unavailable or limited due to restrictions on the remittance of funds, currency conversion, requisitions, involuntary transfers, acts of war or civil strife, disasters or other similar causes beyond SMBC Trust Bank's reasonable control, 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 Depositor in connection with said unavailability or limitation.
- 4. In the event that an Account Transaction such as wire transfer, account opening etc. is prohibited, limited or potentially restricted by SMBC Trust Bank's prescribed regulations and/or by applicable Laws concerning economic sanctions, trade embargos, etc. imposed by Japan, the United States, or any international organization, such Account Transactions may be blocked, rejected or deferred. 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 Depositor in connection with said blocking, rejection or deferral.
- 5. In addition to the cases provided in Paragraph 6 of Article 12, in the event that execution of an Account Transaction such as the transfer or remittance of funds is delayed or fails due to the breakdown of equipment or circuits, etc., 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 Depositor in connection with said delay or failure.
- 6. SMBC Trust Bank will confirm depositor's individual number when crediting funds remitted from abroad to the Account. Therefore, if the Depositor has not notified SMBC Trust Bank of his/her individual number, the credit of funds may become unavailable and/or delayed. SMBC Trust Bank shall not be liable except in the case of negligence on SMBC Trust Bank for any loss, damage, or costs and expenses caused in such a case.

#### Article 16. Handling of Customer Information

SMBC Trust Bank may provide any branch or head office of SMBC Trust Bank or its subsidiary, affiliated company, agent or business entrustee (including each thereof located overseas) with any personal or transactional information SMBC Trust Bank obtains from any of its customers ("Customer Information") to the extent necessary for the preservation/administration of Customer Information or performance of other SMBC Trust Bank businesses in relation to Account Transactions. SMBC Trust Bank may accept disclosure of Customer Information if requested to do so by the applicable Law, the court or other legal procedures or any governmental requirements. Handling of Customer Information shall otherwise be subject to those rules/regulations that SMBC Trust Bank shall prescribe separately.

#### Article 17. Setoff from Depositor in the Event of Insurable Contingency

- Yen Deposits and Foreign Currency Deposits received for Account Transactions may be setoff before the maturity date pursuant to the provisions of the paragraphs of this Article in the event of an "Insurable Contingency" as defined in the Deposit Insurance Law. The same shall apply when Deposits are secured by pledges, etc. as collateral for Depositor's debt to SMBC Trust Bank, or as collateral for a guarantee by Depositor of a thirdparty's debt to SMBC Trust Bank.
- 2. The following procedure shall apply in the event of setoff made pursuant to the preceding paragraph:
  - (1) A notice of setoff shall be made in writing and Depositor shall designate the order of priority and manner in which the setoff takes place when there are multiple numbers of borrowings, place his/her signature or registered seal on the notice, and send it without delay to SMBC Trust Bank together with the bankcard. However, when there is debt secured by this deposit, the setoff will be made from this debt, or, in case the debt is an obligation by a third party to SMBC Trust Bank, from the Depositor's guaranteed obligation.
  - (2) In the absence of the designation prescribed in the preceding item, the setoff shall be made in the order designated by SMBC Trust Bank.
  - (3) If the designation made in pursuance of the preceding item (1) could hinder the preservation of the claims, SMBC Trust Bank may object without delay and designate the order and manner in consideration of the security, guarantee and other conditions.
- 3. The following shall apply to the interest, etc. in the event of setoff made in pursuance to Paragraph 1:
  - (1) As for the calculation of the interest of time deposits, the period shall be until one day prior to the day the setoff notice was received by SMBC Trust Bank and the agreed interest rate shall apply to the interest rate.
  - (2) As for the calculation of the interest, discount charge, delay damages, etc., of the debts including borrowings, the period shall be until the day the setoff notice was received by SMBC Trust Bank and the interest provisions prescribed by SMBC Trust Bank shall apply. Handling of the damages, etc. caused by prepayment of the borrowing, etc. shall be pursuant to the provisions prescribed by SMBC Trust Bank.
- 4. With respect to foreign exchange market in the event of setoff made pursuant to Paragraph1, the market at the time of the calculation made by SMBC Trust Bank shall apply.
- 5. If there is a separate provision for the procedure of prepayment of borrowings in the event of setoff made in pursuance of Paragraph 1, that provision shall apply. However, the setoff can

be made even in cases where restrictions exist, including requiring SMBC Trust Bank's approval for prepayment of borrowing, etc.

# Article 18. Governing Law

- 1. All matters arising under or relating to the Transactional Agreements shall be construed in accordance with the laws of Japan.
- 2. The Tokyo District Court shall have exclusive jurisdiction over any and all lawsuits brought in connection with all matters arising under or relating to the Transactional Agreements.

# Article 19. Application of Other Provisions

The matters not set out in the Transactional Agreements shall be subject to the rules/regulations prescribed, or the procedural customs adopted, by SMBC Trust Bank.

# Article 20. Amendment to Transactional Agreements

SMBC Trust Bank may, whenever changes in financial or other circumstances occur or any other rational reason exists, make changes to any provision of the Transactional Agreements 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.

# Article 21. Discrepancy

In the event that there is any discrepancy between the English and Japanese versions of the Transactional Agreements, the Japanese version shall prevail.

All the terms and conditions set out in General Account Customer Agreement shall become effective as of March 1, 2020.

# SUPPLEMENTARY PROVISIONS TO GENERAL ACCOUNT CUSTOMER AGREEMENT

Sets forth below are supplementary provisions to the General Account Customer Agreement (the "General Agreement"). These provisions will constitute a portion of the General Agreement. Any term defined in Transactional Agreements may mean the same in this terms and conditions (agreement) unless otherwise specified.

# Article 1. Request, etc. to SMBC Trust Bank

A Depositor shall submit to SMBC Trust Bank any request or notice concerning an Account Transaction by completing such form or document as SMBC Trust Bank will prescribe by filling the blanks with correct information and submitting such form or document with such seal or signature or inputting personal identification number into a PIN PAD of an authorized person as is registered with SMBC Trust Bank affixed. SMBC Trust Bank may reject any request or notice the contents of which SMBC Trust Bank will deem unclear, insufficient or inappropriate.

#### Article 2. Agent

A Depositor may, upon filing with SMBC Trust Bank the Depositor's agent in advance by submitting to SMBC Trust Bank such form of document, as SMBC Trust Bank will prescribe, conduct an Account Transaction through such agent. Unless and until the Depositor notifies SMBC Trust Bank of termination of appointment of the agent by submitting SMBC Trust Bank such form of document as SMBC Trust Bank will prescribe, any notice provided or any intension expressed to, and any other act done toward, SMBC Trust Bank by the agent shall be deemed to have been so provided, expressed or done by the Depositor him/herself and any notice provided or any intension expressed to, and any other will prescribe by SMBC Trust Bank, be deemed to have been so provided or any intension expressed to, and any other act done toward, the agent by SMBC Trust Bank shall, unless otherwise indicated by SMBC Trust Bank, be deemed to have been provided or expressed to, and done toward, the Depositor.

#### Article 3. Adult Guardian, Etc. < Deleted>

#### Article 4. Re: Multiple Withdrawals < Deleted>

#### Article 5. Report of Financial Conditions

A Depositor represents and warrants to SMBC Trust Bank that any and all financial information which the Depositor will provide to SMBC Trust Bank will be correct and not misleading. The Depositor shall immediately notify SMBC Trust Bank of occurrence of any material fact which may adversely affect the financial conditions of the Depositor. The Depositor shall also respond completely and correctly to SMBC Trust Bank's inquiry about the Depositor's financial conditions.

All the terms and conditions set out in Supplementary Provisions to General Account Customer Agreement shall become effective as of March 1, 2020.

SMBC Trust Bank Ltd. BKG3597TB2104