

## TERMS AND CONDITIONS FOR TRANSFERS

Any term defined in Transactional Agreements may mean the same in this terms and conditions (agreement) unless otherwise specified.

### **1. Scope of Application**

These Terms and Conditions for Transfers shall apply to transfers to the accounts of recipients held with the head offices and branches of SMBC Trust Bank in Japan or of other financial institutions when transfers are made through transfer application forms or requesting by telephone.

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

The transfer may be requested only when the applicant does not fall into either Item 1 or Item 2 of Article 8-2, Paragraph 1. If the applicant falls into any of such Items, SMBC Trust Bank shall refuse the request for transfer and may restrict or suspend fund transfer transactions with the applicant.

### **2. Application for Transfer**

- (1) Applications for transfer by the transfer application form are handled in the following manner:
  - ① Application for transfer are accepted within the handling time prescribed by SMBC Trust Bank.
  - ② A transfer applicant shall use a transfer application form prescribed by SMBC Trust Bank or a form approved by SMBC Trust Bank, and correctly fill in the names of the financial institution and branch to which funds are to be transferred, type of deposit, account number, name of recipient, amount of transfer, name of applicant, address of applicant's telephone number, and other items prescribed by SMBC Trust Bank.
  - ③ SMBC Trust Bank handles the transfer based on the contents entered on the transfer application form.
  - ④ SMBC Trust Bank will confirm the remitter's occupation and purpose of the transfer if required according to the Act on Prevention of Transfer of Criminal Proceeds or other laws.
- (2) Applications for transfer through telephone are handled in the following manner:
  - ① Requesting transfer by telephone may be used within the time prescribed by SMBC Trust Bank.
  - ② The amount transferable per transfer shall remain within the amount prescribed by

SMBC Trust Bank.

- ③ Requesting transfer by telephone, applicant shall register information in advance using methods prescribed by the SMBC Trust Bank.
  - ④ Requesting transfer by telephone, applicant shall correctly inform the names of the financial institution and branch to which funds are to be transferred, type of deposit, account number, name of recipient, amount of transfer, name of applicant, address of applicant's telephone number, and other items prescribed by SMBC Trust Bank.
  - ⑤ SMBC Trust Bank shall treat the matters given as instructions by telephone as the content of the request in the previous item.
  - ⑥ SMBC Trust Bank will confirm the remitter's occupation and purpose of the transfer if required according to the Act on Prevention of Transfer of Criminal Proceeds or other laws.
- (3) SMBC Trust Bank shall not be held responsible for any losses caused by listing incorrect information on the transfer request form, incorrect entries in ATMs, or incorrect requests by telephone, in relation to a transfer as defined in Paragraph 2 above.
  - (4) A transfer applicant shall pay SMBC Trust Bank the transfer funds, transfer charges, and other charges necessary in relation to the transaction (hereafter referred to as the "Transfer Money, etc.") when the transfer applicant asks SMBC Trust Bank for a transfer.

### **3. Conclusion of Transfer Agreements**

- (1) In case of transfer through a transfer application form or requesting by telephone, a transfer agreement is concluded when SMBC Trust Bank accepts an application and receives the Transfer Funds, etc. from the transfer applicant.
- (2) When a transfer agreement is established via transfer request form according to Paragraph above, SMBC Trust Bank shall issue a bank statement and the applicant shall verify its content. The transfer applicant shall carefully retain this Customer Copy of Fund Transfer, etc. since it certifies the conclusion of the transfer agreement. In the event that a transfer agreement is concluded upon a transfer request by telephone, SMBC Trust Bank shall note the contents of the agreement in the transaction statement specified 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.
- (3) <Deleted>

#### **4. Transmission of Transfer Notices**

- (1) When a transfer agreement is concluded, based on the content of the transfer application, SMBC Trust Bank shall transmit a transfer notice in the manner stated below to the financial institution to which money is to be transferred.

A wire transfer shall be transmitted on the day when SMBC Trust Bank accepted the application. However, SMBC Trust Bank may transmit the transfer on the next following Business Day if there is a rational reason, such as a remittance agreement is executed at a time close to the end of SMBC Trust Bank's handling hours, or on any day on which SMBC Trust Bank has many remittances to effect.

- (2) <Deleted>

#### **5. Transfer of Instruments, etc.**

- (1) When a transfer applicant asks SMBC Trust Bank to transfer funds to a recipient's account with a financial institution other than SMBC Trust Bank, SMBC Trust Bank shall not accept any checks or other instruments as Transfer Funds, etc.
- (2) When SMBC Trust Bank accepts a transfer application to a recipient's account held with the head office or a branch of SMBC Trust Bank in Japan and when SMBC Trust Bank agrees to accept a check or other instruments as the Transfer Funds, etc., SMBC Trust Bank shall issue a Customer Copy of Fund Transfer, etc., stating acceptance of the check or instruments, to the applicant and transmit a transfer notice, stating acceptance of the instruments, to the destination bank before the settlement is confirmed. However, SMBC Trust Bank may also transmit a transfer notice to the destination bank after the settlement of the instruments is confirmed.
- (3) When the instruments that SMBC Trust Bank has accepted pursuant to the preceding paragraph are dishonored, SMBC Trust Bank shall notify the applicant thereof forthwith, and cancel the transfer notice transmitted before the confirmation of the settlement. In such case, SMBC Trust Bank shall proceed with the procedure to preserve the rights of said instruments when the applicant has asked SMBC Trust Bank to do so in writing in advance.
- (4) The dishonored instruments shall be returned to the applicant by the handling Branch. The applicant shall sign and/or affix his seal to a receipt prescribed by SMBC Trust Bank and submit it together with the Customer Copy of Fund Transfer, etc. to the handling Branch. SMBC Trust Bank may ask the applicant to either produce an identification document prescribed by SMBC Trust Bank or designate a guarantor in writing.
- (5) When the handling Branch checks with due care and accepts that the Customer Copy of Fund Transfer, etc. submitted to SMBC Trust Bank are identical with those issued by SMBC Trust Bank, and returns the instruments to the applicant, SMBC Trust Bank shall not be held

responsible for any loss caused by said instruments.

#### **6. Inquiries regarding Transaction Contents**

- (1) In the event that funds have not been transferred to the recipient's account, the transfer applicant shall inquire with the handling Branch without delay. SMBC Trust Bank shall investigate the case, such as inquiring with the financial institution to which the funds are supposed to have been transferred. The result of the investigation shall be reported to the transfer applicant.
- (2) When SMBC Trust Bank receives an inquiry regarding a transfer notice from the financial institution to which SMBC Trust Bank has transmitted said notice, SMBC Trust Bank may inquire about the contents of the transfer application from the applicant. In this case, the applicant shall respond to the inquiry without delay. If the applicant does not reply within a reasonable period of time or makes an inappropriate reply to the inquiry, SMBC Trust Bank shall not be held responsible for any loss caused by the inappropriate reply or non-reply.
- (3) When transfer funds are returned to SMBC Trust Bank due to reasons including a non-existent recipient account, SMBC Trust Bank shall notify the applicant of the fund return without delay. To retrieve the transfer funds, the applicant shall proceed with the reverse transfer procedure defined in Article 8 of these Terms and Conditions for Transfers.

#### **7. Changes in Application Contents**

- (1) When a transfer applicant intends to amend an application's contents after the transfer agreement is concluded, the applicant shall proceed with the below correction procedure at a counter of the handling Branch.  
However, when the transfer applicant intends to change the amount of transfer or the financial institution or its branch to which funds are to be transferred, SMBC Trust Bank shall accept said changes according to the reverse transfer procedures defined in Article 8 Paragraph 1 of the Terms and Conditions for Transfers.
  - ① The applicant shall sign and/or affix his seal to a revised application form prescribed by SMBC Trust Bank and submit it together with the Customer Copy of Fund Transfer, etc. to SMBC Trust Bank. SMBC Trust Bank may ask the applicant to either produce an identification document prescribed by SMBC Trust Bank or designate a guarantor in writing.
  - ② According to the revised application form, SMBC Trust Bank shall telegraphically transmit an application for correction to the financial institution to which funds are to be transferred.
- (2) The provisions of Article 5 Paragraph 5 shall correspondingly apply to the handling of

corrections stated in the preceding paragraph.

- (3) When a financial institution has already received a transfer notice transmitted by SMBC Trust Bank, as stated in Paragraph 1, a correction may not be possible. In this case, the transfer applicant and the recipient should consult each other for a solution.

#### **8. Reverse Transfers**

- (1) When a transfer applicant intends to withdraw the transfer application after the transfer agreement is concluded, the applicant shall proceed with the following reverse transfer procedures at a counter of the handling Branch.
  - ① The applicant shall sign and/or affix his seal to a reverse transfer application form prescribed by SMBC Trust Bank and submit it together with the Customer Copy of Fund Transfer, etc. to the handling Branch. The bank may ask the applicant to either produce an identification document prescribed by SMBC Trust Bank or designate a guarantor in writing.
  - ② According to the reverse transfer application form, SMBC Trust Bank shall telegraphically transmit a reverse transfer application to the financial institution to which funds are to be transferred.
  - ③ The reversed transfer funds shall be returned to the applicant in the manner specified on the reverse transfer application form. When the applicant is to receive the transfer money in cash, the applicant shall sign and/or affix his seal to a receipt prescribed by SMBC Trust Bank and submit it together with the Customer Copy of Fund Transfer, etc. to the handling Branch. SMBC Trust Bank may ask the applicant to either produce an identification document prescribed by SMBC Trust Bank or designate a guarantor in writing.
- (2) The provisions of Article 5 Paragraph 5 of these Terms and Conditions for Transfers shall correspondingly apply to the handling of the reverse transfer and the return of the reversed transfer funds defined in the preceding paragraph.
- (3) When a financial institution has already received a transfer notice transmitted by SMBC Trust Bank as stated in Paragraph 1, a reverse transfer may not be possible. In this case, the transfer applicant and the recipient should consult each other for a solution.

#### **8-2. Termination, etc.**

- (1) When any of the items below applies and when it is inappropriate to execute the remittance requested by the Applicant SMBC Trust Bank shall refuse the request for remittance or, upon giving a notice to the Applicant terminate the remittance agreement. In cases where SMBC Trust Bank terminates the remittance agreement by notice, if SMBC Trust Bank

sends a notice of termination to the name and address that the Applicant has reported to SMBC Trust Bank, such notice shall be deemed to arrive at the Applicant at the time when delivery would normally occur, and the remittance agreement will be terminated at the time, regardless of whether notice is delayed or is not delivered due to the fault of the Applicant.

- (i) When it has become clear that the applicant made false statements with regard to representations and warranties at the time of application for account opening.
- (ii) In case the applicant 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 kigyuu (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 applicant 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 applicant 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 applicant 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.
- (2) In addition to the cases set forth in the preceding paragraph, SMBC Trust Bank may, at its own discretion, terminate any remittance agreement with a rational reason when it determines that the remittance agreement should be terminated.
- (3) In the event that SMBC Trust Bank terminates the remittance agreement pursuant to any of the two preceding Paragraphs, the Applicant 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 Applicant, in connection with the termination.

#### **9. Contact Address for Notices and Inquiries**

- (1) When SMBC Trust Bank notifies the transfer applicant of the transaction or inquires about the transaction with the transfer applicant, SMBC Trust Bank shall use, as the contact address, the address and telephone number entered on the transfer application form, or the address and telephone number of the account from which the Transfer Funds, etc. were transferred.
- (2) SMBC Trust Bank shall not be held responsible for any loss caused by the failure of notice or inquiry due to an imperfect or incorrect entry of the contact address, or due to non-establishment of a telephone connection.

#### **10. Charges**

- (1) When a transfer applicant requests SMBC Trust Bank to handle a transfer, the applicant shall pay SMBC Trust Bank the transfer charge indicated at a Branch counter.
- (2) When a transfer applicant requests SMBC Trust Bank to handle a reverse transfer, the applicant shall pay SMBC Trust Bank a reverse transfer charge as prescribed by SMBC Trust Bank. In this case, the transfer charge stated in the preceding paragraph shall not be returned to the applicant.
- (3) When a transfer applicant does not retrieve reversed transfer funds and requests SMBC Trust Bank to use said funds for a renewed transfer, the applicant shall again pay SMBC Trust Bank a transfer charge as prescribed by SMBC Trust Bank.
- (4) When an applicant makes a special request to SMBC Trust Bank to handle a transaction, the applicant shall pay SMBC Trust Bank any additional costs brought about by the request.

#### **11. Release from Responsibility for Disasters, etc.**

SMBC Trust Bank shall not be held responsible for any loss caused by the failure to deposit transfer funds or by a delay in depositing transfer funds due to any of the following:

- ① Any disaster, incident, accident during transportation, or measures taken by the court or other public bodies concerned, or any other unavoidable circumstances;
- ② When trouble occurs with terminals, telecommunications lines, or a computer, etc. in spite of considerable security measures that SMBC Trust Bank has implemented, or the operating body of the joint system with other financial institutions has implemented; or
- ③ Any situation whereby SMBC Trust Bank is not responsible.

#### **12. No Transfers or Pledges**

The Customer Copy of Fund Transfer, etc. and the applicant's rights in this transaction shall be neither transferred nor pledged.

#### **13. Application of the Terms and Conditions for Deposits**

When a transfer applicant applies for a transfer by transferring the Transfer Funds, etc. from his/her Account, the relevant terms and conditions for deposits and the Terms and Conditions for SMBC Trust Bank Banking Card shall apply to the withdrawal of funds from said Account.

#### **14. Compliance with Laws and Regulations, etc.**

Any and all laws and regulations, and orders and restrictions, based thereon which supersede the Terms and Conditions for Transfers shall apply irrespective of the Terms and Conditions for Transfers.



**15. Discrepancies**

If there is any discrepancy between the Japanese and English versions of these Terms and Conditions for Transfers, the Japanese version shall prevail.

All the terms and conditions set out in Terms and Conditions for Transfers shall become effective as of October 1, 2019.

SMBC Trust Bank Ltd.

BKG3603TB2104