

## TERMS AND CONDITIONS FOR PRESTIA GAIKA CASH CARD

### 1. Use of Card :

- (1) The Depositor (as defined below) may use his/her PRESTIA Gaika Cash Card (the "Card") in the following cases: (i) to make cash withdrawals from the foreign currency savings deposit (the "Deposit" and the holder of the Deposit referred to as the "Depositor") in the Depositor's name with SMBC Trust Bank Ltd. (hereunder the "Bank") by use of automated teller or cash dispenser machines (including but not limited to automated cash deposit/withdrawal machines, hereunder "ATM(s)") of any financial institutions in or outside Japan with which the Bank is associated for the on-line cash dispensing services ("Associated Institution(s)"); and (ii) to make other transactions prescribed by the Bank. The Depositor may not use the Card at ATMs in Japan.
- (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 previous Card 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) 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 14, 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 14, 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 by Use of ATMs outside Japan :

- (1) The Depositor may make cash withdrawal at an ATM ("ATM" hereinafter meaning an ATM outside Japan unless otherwise indicated) 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 make a direct debit of the amount of such withdrawal and the applicable Charges (as defined in Section 4) from the Deposit without delay.
- (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) For withdrawal of cash at an ATM, the Depositor shall insert the Card, input correctly the registered personal identification number (the "PIN") and the amount of withdrawal, into such ATM.
- (4) 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.
- (5) 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 exceeds the limit of withdrawals set out in the preceding Paragraph.
- (6) The Depositor may not use any ATM outside Japan on or after the day designated on the Bank's website.

### **3. Restriction on Transactions :**

The Depositor may not deposit or do cash remittance by use of the Card at any ATM in or outside Japan.

### **4. Charges for Use of ATMs :**

- (1) The Depositor shall, in case he/she makes a withdrawal by use of an ATM, pay such charges for use of the ATM, 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.
- (2) The Bank will automatically make a direct debit of the Charges from the Deposit at the same time as the relevant withdrawal is made 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.

### **5. ATM Hours :**

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

### **6. 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 on Transactions to be conducted by the agent unless the Bank agrees to such restriction or condition.

**7. Administration of Card, Etc. :**

- (1) The Bank will accept the Depositor's request for a withdrawal to be conducted by use of an ATM in the event that the Bank confirms in the manners to be prescribed by the Bank or the Associated Institution 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 input into the ATM is the PIN registered with the Bank.
- (2) 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.

**8. Notification of Theft or Loss, Etc. :**

- (1) In the event that there occurs a possibility as a result of the Card having been lost 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 withdrawal 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.

**9. 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 8.
- (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.

**10. Withdrawals by Use of Counterfeited Card, Etc. :**

In the event that a withdrawal 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 shall not be binding upon the Depositor except in case the Bank proves, with respect to such withdrawal, 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 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.

## **11. Withdrawals by use of Stolen Card, Etc. :**

- (1) In the event that the Card is stolen and a withdrawal 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 (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, the Bank will compensate for damage which the Depositor incurs and which is equivalent to the amount of the withdrawal (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, the Bank did not recognize, and committed no negligence in not recognizing, that the withdrawal 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 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, the Bank did not recognize, and committed no negligence in not recognizing, that the withdrawal 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.

## **12. 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.

**13. Incorrect Input into ATM, 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.

**14. Cancellation, Etc. of Card :**

- (1) In the event that the Deposit account is terminated by the Bank or the Depositor for any reason whatsoever 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 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 Service provision to the Depositor, the Bank shall suspend the Service. In cases where the Bank terminates the Service 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 kigyuu (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 Service provision with the Agent, the Bank shall suspend the Service or, upon giving a notice to the Agent terminate the Service. In cases where the Bank terminates the Service with a notice, whether or not it has reached the Agent, the Service is deemed terminated when the Bank has sent the notice of termination to the name and address that the Depositor had reported to the Bank.

(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 kigyuu (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 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.

#### **15. 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.

#### **16. 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 be disclosed to and kept by Associated Institutions and those organizations transmitting those information.

**17. 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 withdrawal by use of the Card being unable to be made, 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 14, 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 with a rational reason.
- (4) No Associated Institution 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 Account Transactions pursuant to Article 14, 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.

**18. 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.

**19. 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.

**20. 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.

Effective July 1, 2021

SMBC Trust Bank Ltd.

PRO-BKG0021-2TB2107