



## SMBC Trust Bank Customer Agreements Comparison Table

(Revised text is underlined)

#### **Current wordings**

### New wordings

# ◆AGREEMENT FOR HANDLING FUND TRANSFER INSTRUCTION BY MAIL

#### 1. (Omitted)

The Depositor shall cause any Instruction to be received by SMBC Trust Bank not later than 15:00 on the day two Business Days prior to the date on which the Fund Transfer is to be effected. In the event that no date of Fund Transfer is specified in an Instruction, SMBC Trust Bank may effect the Fund Transfer on any Business Day that SMBC Trust Bank shall select. In the event that an Instruction lacks the description of any required matter other than the date on which the Fund Transfer is to be effected, SMBC Trust Bank shall not effect the Fund Transfer, and return the Depositor the Instruction. SMBC Trust Bank shall not notify the Depositor of the fact that the Fund Transfer is not effected or the reason therefor. In the event that SMBC Trust Bank has effected the Fund Transfer pursuant to an Instruction, SMBC Trust Bank shall deliver by mail to the Depositor's address a statement of the Fund Transfer.

# ◆AGREEMENT FOR HANDLING FUND TRANSFER INSTRUCTION BY MAIL

#### 1. (Omitted)

The Depositor shall cause any Instruction to be received by SMBC Trust Bank not later than 15:00 on the day two Business Days prior to the date on which the Fund Transfer is to be effected. In the event that no date of Fund Transfer is specified in an Instruction, SMBC Trust Bank may effect the Fund Transfer on any Business Day that SMBC Trust Bank shall select. In the event that an Instruction lacks the description of any required matter other than the date on which the Fund Transfer is to be effected, SMBC Trust Bank shall not effect the Fund Transfer, and return the Depositor the Instruction. SMBC Trust Bank shall not notify the Depositor of the fact that the Fund Transfer is not effected or the reason therefor. In the event that SMBC Trust Bank has effected the Fund Transfer pursuant to an Instruction, SMBC Trust Bank shall not issue a statement of the Fund Transfer by mail. Instead of issuing the statement by mail, 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 the 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 the said statement.

Current wordings	New wordings
	SMBC Trust Bank may reject any such inquiry
	made after said three-month period.
◆TERMS AND CONDITIONS FOR	◆TERMS AND CONDITIONS FOR
TRANSFERS (OVERSEAS REMITTANCES)	TRANSFERS (OVERSEAS REMITTANCES)
3. Application for Remittance	3. Application for Remittance
(1)~(2) (Omitted)	(1)~(2) (Omitted)
	(3) In order to achieve the purpose of laws on
	the prevention of money laundering and
	terrorist financing, SMBC Trust Bank may ask
	the remittance applicant to provide documents
	which certify the source of the remittance
	funds, when receiving remittance requests.
(3) Any person applying to SMBC Trust Bank	(4) Any person applying to SMBC Trust Bank
for a fund remittance shall pay to SMBC Trust	for a fund remittance shall pay to SMBC Trust
Bank the funds to be remitted and such	Bank the funds to be remitted and such
charges for remittance as SMBC Trust Bank	charges for remittance as SMBC Trust Bank
shall prescribe, bank charges payable to the	shall prescribe, bank charges payable to
Banks Concerned, and all other charges and	the Banks Concerned, and all other charges
commissions required in relation to this	and commissions required in relation to this
transaction (the "Remittance Funds, etc.").	transaction (the "Remittance Funds, etc.").
SMBC Trust Bank will not accept checks or	SMBC Trust Bank will not accept checks or
other Instruments, etc. as the Remittance	other Instruments, etc. as the Remittance
Funds, etc.	Funds, etc.
4. Execution and Termination, etc. of	4. Execution and Termination, etc. of
Remittance Agreements	
(1) (Omitted)	(1) (Omitted)
(2) In the event that a remittance agreement	(2) In the event that a remittance agreement at
comes into force, SMBC Trust Bank shall	a branch comes into force, SMBC Trust Bank
provide the applicant with a statement of	shall provide the applicant with a statement of

overseas remittance, etc. For remittance

checks, SMBC Trust Bank shall also issue a

remittance check. The applicant shall keep

overseas remittance, etc. For remittance

checks, SMBC Trust Bank shall also issue a

remittance check. The applicant shall keep

### **Current wordings**

said statement in his/her custody because SMBC Trust Bank may request the applicant to submit said statement to SMBC Trust Bank later in cases such as a cancellation of remittance. When a remittance agreement is established by telephone, SMBC Trust Bank shall list the details on a 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) Even after a remittance agreement comes into force pursuant to Paragraph 1 hereof, SMBC Trust Bank may terminate said agreement in the event that, before SMBC Trust Bank transmits a Payment Instruction to a Bank Concerned or provides the applicant with a demand draft,

(i)the remittance is in violation of the Foreign Exchange Law and other relevant regulations such as being subject to an emergency termination of transaction, etc.,

(ii) ~ (iv) (Omitted)

#### New wordings

said statement in his/her custody because SMBC Trust Bank may request the applicant to submit said statement to SMBC Trust Bank later in cases such as a cancellation of remittance. When a remittance agreement is established by telephone, SMBC Trust Bank shall list the details on a 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. "AGREEMENT FOR HANDLING FUND TRANSFER INSTRUCTION BY MAIL" is applied to the remittance instructions by the mail.

(3) Even after a remittance agreement comes into force pursuant to Paragraph 1 hereof, SMBC Trust Bank may terminate said agreement in the event that, before SMBC Trust Bank transmits a Payment Instruction to a Bank Concerned or provides the applicant with a demand draft,

(i)the remittance is in violation of the Foreign
Exchange and Foreign Trade Act, regulations
issued by the Office of Foreign Assets Control
of the U.S. Department of the Treasury, or
other Japanese or foreign regulations on
overseas remittances such as being subject to
an emergency termination or transaction, etc.,
(ii) ~ (iv) (Omitted)

### **Current wordings**

New wordings

 $(4) \sim (7)$  (Omitted)

# ◆TERMS AND CONDITIONS FOR TRANSFERS

- 3. Conclusion of Transfer Agreements
- (1) (Omitted)
- (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.

 $(4) \sim (7)$  (Omitted)

# ◆TERMS AND CONDITIONS FOR TRANSFERS

- 3. Conclusion of Transfer Agreements
- (1) (Omitted)
- (2) When a transfer agreement at a branch 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. "AGREEMENT FOR HANDLING FUND TRANSFER INSTRUCTION BY MAIL" is applied to the remittance instructions by the mail.

SMBC Trust Bank Ltd. 規改(英)2104