

TERMS AND CONDITIONS FOR CLEAN BILL COLLECTIONS PAYABLE IN FOREIGN COUNTRIES

A person requesting SMBC Trust Bank to collect clean bills payable in foreign countries ("Requesting Person") shall comply with the stipulations in these Terms and Conditions for Clean Bill Collections Payable in Foreign Countries.

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

Article 1. Collection Procedures

The dispatch and collection of checks, etc. (hereinafter called "Checks") shall be handled according to these terms and conditions and other rules and regulations that SMBC Trust Bank may establish from time to time.

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

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

Article 2. Collection Refusal, etc.

1. SMBC Trust Bank may at its own discretion refuse a Requesting Person's request for collection, or cancel acceptance of said request for collection, depending upon the situation. SMBC Trust Bank shall not accept the collection of Checks that are drawn on names other than the Requesting Person's name. SMBC Trust Bank shall not accept any endorsed checks.
2. When any of the items below applies and when it is inappropriate to continue with the Transactions with the Requesting Person, SMBC Trust Bank shall refuse the request for collection or, upon giving a notice to the Requesting Person, terminate the collection agreement. In cases where SMBC Trust Bank terminates the collection agreement by notice, if SMBC Trust Bank sends a notice of termination to the name and address that the Requesting Person has reported to SMBC Trust Bank, such notice shall be deemed to arrive at the Requesting Person at the time when delivery would normally occur, and the collection agreement will be terminated at the time, regardless of whether notice is delayed or is not delivered due to the fault of the Requesting Person.
 - (i) In case the Requesting Person has been found out to fall under any of the categories of

Boryokudan (organized crime: Organizations that encourage its members to engage collectively or habitually in violent, unlawful, etc., acts), Boryokudan-in (members of organized crime:

Members of Boryokudan), Boryokudan jun kouseiin (quasimembers of Boryokudan: Parties who maintain relationships with, cooperate with, or engage in the maintenance or operation of Boryokudan by providing funds, weapons, etc., to Boryokudan or members of Boryokudan, but who are not themselves members), Boryokudan kankei kigyou (organized crime-related companies: Companies run by members of Boryokudan, quasimembers, or former members of Boryokudan, that maintain relationship with, cooperate with, or engage in the maintenance or operation of Boryokudan by providing funds to Boryokudan or by other means, or those companies that actively use Boryokudan in doing business, etc., and cooperate in the maintenance or operation of Boryokudan), Sokaiya etc. (corporate racketeers: Sokaiya, Kaisha goro (corporate racketeers) and others who may potentially engage in violent, unlawful, etc., acts in an effort to seek illicit benefits from civil society and may threaten the safety of civil life), Shakai undo etc. hyobo goro (those forces claiming to be social movements: Groups or individuals who disguise themselves as/claim to be social movements or political activities and may potentially engage in violent, unlawful, etc., acts to seek illicit benefits from civil society and may threaten the safety of civil life), Tokushu chino boryoku shudan etc. (special intellectual violent organizations: Groups or individuals, except those listed above, who use Boryokudan or their relationships with Boryokudan to engage in violent, unlawful, etc., acts in an effort to seek illicit benefits from civil society and may threaten the safety of civil life), or their equivalents (hereinafter collectively "Boryokudan-in etc."), or fall under any of the following categories:

- A. To have a relationship in which it is deemed that Boryokudan-in etc. holds control over the management;
- B. To have a relationship in which it is deemed that Boryokudan-in etc. is effectively involved in the management;
- C. To have a relationship in which it is deemed that the Requesting Person 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 Requesting Person is engaged in providing funds etc. or benefits to Boryokudanin etc.;
- E. To have a relationship in which an executive officer or a person effectively participating in the management is connected with Boryokudan-in etc. in a socially

reprehensible way.

- (ii) In case the Requesting Person is engaged in any of the following acts directly or by utilizing a third-party:
 - A. Violent demand;
 - B. Unjustified demand beyond the legal liability;
 - C. Intimidating act or use of violence in transactions;
 - D. Act of damaging the Bank's credit or obstructing the Bank's business by spreading false information, using fraudulent means or exercising force;
 - E. Other acts equivalent to A through D above.
- 3. In addition to the cases set forth in the preceding paragraph, SMBC Trust Bank may, at its own discretion, terminate the collection agreement when it determines that the collection agreement should be terminated with a rational reason.

Article 3. Choice of Collecting Bank, Method of Dispatching and Collecting Checks

SMBC Trust Bank may at its own discretion choose other banks for the collection of Checks (collectively "Collecting Banks") and decide the manner of dispatch and collection of said Checks.

Article 4. Warranty of Genuineness and Validity of Checks

SMBC Trust Bank shall not be liable for verifying or checking the genuineness on validity of the Checks themselves on any endorsements, etc. made thereon. SMBC Trust Bank shall neither be liable except in the case of negligence on SMBC Trust Bank for any loss or damage, or costs and expenses, incurred by a Requesting Person in connection with forgeries, counterfeiting, or any other defects with respect to the Checks, endorsements thereof, etc.

Article 5. Notice of Payment/Non-Payment and Protest

SMBC Trust Bank shall provide the Requesting Person with a notice of completion of collection, or of non-payment, in such a manner as SMBC Trust Bank deems appropriate. Unless otherwise directed in writing in advance, SMBC Trust Bank shall not take any legal steps such as the preparation of a certificate of rejection of payment, or a notice of request for reimbursement.

Article 6. Commissions, Charges and Expenses

The Requesting Person shall bear any and all charges and expenses that SMBC Trust Bank or Collecting Banks shall incur or charge in connection with the collection or return of

Checks. In the event that SMBC Trust Bank makes inquiries regarding the status of collection at the request of the Requesting Person, the Requesting Person shall also bear the charges and costs necessary for such inquiries.

Article 7. Refunds

In the event that, after SMBC Trust Bank pays the proceeds of collected Checks to the Requesting Person, it turns out that the Checks are not collected or the payment of the proceeds of the collected Checks to SMBC Trust Bank from the Collecting Banks is revoked due to dishonor, forgeries, counterfeit or any other defects, or any applicable foreign law, regulation or practice or any other reason, the Requesting Person shall immediately refund the payment made by SMBC Trust Bank plus interest, charges and expenses thereon at the rate which SMBC Trust Bank shall prescribe, whether or not the Checks are returned to the Requesting Person. The applicable foreign exchange rate shall be SMBC Trust Bank's spot telegraphic transfer selling rate as of the time of the refund.

Article 8. Return of Checks

In the event that it is impossible to retrieve any Checks due to the laws or customs of the countries where the Checks are to be collected, or for any other reason, SMBC Trust Bank shall neither be obligated to return the Checks to the Requesting Person nor be liable except in the case of negligence on SMBC Trust Bank for any and all loss or damage, or costs and expenses, incurred by the Requesting Person in connection therewith.

Article 9. Indemnification

1. SMBC Trust Bank shall not be liable for any damage caused by loss, damage, postponement, or other reasons in transit of checks.
2. SMBC Trust Bank shall not be liable for any loss or damage caused by delay, missing, lost checks due to the negligence, mistakes, omissions, etc. of the Collecting Banks, and/or delay of payment, any exchange loss, insolvency regarding checks due to the business suspension, insolvency, bankruptcy of the Collecting Banks or legal or other constraints of payment country, and/or any other uncontrollable reasons not listed here.
3. In the event that SMBC Trust Bank terminates the collection agreement pursuant to the preceding paragraph, the Requesting Person 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 Requesting Persons in connection with the termination.

Article 10. Prohibition of Transfer or Pledge

1. The Requesting Person may not transfer or pledge the rights under a request for the collection of Checks.
2. 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 11. Uniform Rules for Collections

Any matters not covered by these Terms and Conditions, Account Customer Agreements or other rules and the regulations of SMBC Trust Bank shall be subject to the Uniform Rules for Collections (1995 Revision or its amended version, if any) established by the International Chamber of Commerce.

All the terms and conditions set out in Terms and Conditions for Clean Bill Collections Payable in Foreign Countries shall become effective as of October 19, 2020.

SMBC Trust Bank Ltd.

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