

## U.S. DOLLAR SAVINGS ACCOUNT CUSTOMER AGREEMENT

Any Account Transaction arising under or relating to a U.S. Dollar Savings Account shall be subject to the General Agreement and this U.S. Dollar Savings Account Customer Agreement (the "Dollar Account Agreement"). If there is any discrepancy between the General Agreement and the Dollar Account Agreement, the latter shall prevail.

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

### **Article 1. Conditions for Commencement of Transaction**

SMBC Trust Bank may request, upon the opening of a U.S. Dollar Savings Account (a "Dollar Account"), that the Depositor deposit such an amount as SMBC Trust Bank shall prescribe.

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

This Account may be used only when the Depositor does not fall into any of Item 1, Item 2 or Item 3 of Article 4, Paragraph 1. 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 2. Deposits and Withdrawals, Etc.**

1. The Depositor may make a deposit into a Dollar Account by means of a fund transfer, cash in US dollars, travellers checks, checks, etc. at a Branch which handles said deposits.
2. Withdrawals may be made at the counter of a Branch handling the business of withdrawal, by use of a cash card in any foreign country through an ATM of an associated financial institution, or by transfer to another Account, etc. via telephone, PRESTIA Online, PRESTIA Mobile, etc., but shall in any event be subject to the conditions set out below.
  - (1) SMBC Trust Bank shall accept a request for withdrawal made at a Branch counter only when the seal or signature placed on a withdrawal request form corresponds with the seal or signature registered with SMBC Trust Bank in advance or when SMBC Trust Bank completes verification of such personal identity in such a manner as SMBC Trust Bank shall prescribe.
  - (2) SMBC Trust Bank may accept a request for withdrawal through an automated machine only when the personal identification number used in operating the automated machine matched the personal identification number registered in advance with SMBC Trust Bank (and/or through other ways of customer identification prescribed by SMBC Trust Bank).

Bank). The use of a cash card shall follow the "TERMS AND CONDITIONS FOR PRESTIA GAIKA CASH CARD" that SMBC Trust Bank prescribes separately.

- (3) SMBC Trust Bank shall accept a request for withdrawal made by telephone only when personal identification number inputted by telephone corresponds with the T-PIN, or when SMBC Trust Bank completes verification of such personal identity in such a manner as SMBC Trust Bank shall prescribe. In such cases, SMBC Trust Bank may omit requesting the Depositor to submit to SMBC Trust Bank a withdrawal request form or a check.
  - (4) SMBC Trust Bank may accept a request for withdrawal through PRESTIA Online or PRESTIA Mobile only when inputted User ID and Password correspond with the User ID and Password registered with SMBC Trust Bank for PRESTIA Online and PRESTIA Mobile, respectively (including the case where any conditions designated by SMBC Trust Bank are met). In such a case, SMBC Trust Bank may omit requesting the Depositor to submit to SMBC Trust Bank a withdrawal request form or a check, etc.
3. The Depositor shall, in case he/she deposits or withdraws cash in US Dollars at a Branch counter, pay SMBC Trust Bank such fees as it shall prescribe.
  4. SMBC Trust Bank shall credit to a U.S. Dollar Account any funds remitted or transferred to said U.S. Dollar Account in US Dollars regardless of the currency of said funds, and the conversion rate and fees which SMBC Trust Bank shall prescribe shall apply to such funds during the exchange of currency at the time of crediting.

### **Article 3. Interest on Deposits**

Interest on deposits shall be calculated in units of one cent (1¢), for the daily balance of a U.S. Dollar Account as of the end of a day (the amount of any securities, etc. deposited shall be excluded from said balance until they are settled) which is not less than one cent (1¢), at the prevailing interest rate prescribed by SMBC Trust Bank and this month interest shall be incorporated into the principal of the deposit at the first business day of next month. SMBC Trust Bank may change the interest rate due to changes in financial circumstances, etc. Interest shall be calculated for the actual number of days based on the rate of interest prescribed by SMBC Trust Bank.

### **Article 4. Termination, etc.**

1. When any of the items below applies and when it is inappropriate to continue with Transactions with the Depositor, SMBC Trust Bank shall suspend the U.S. Dollar Account Transactions or, upon giving a notice to the Depositor, terminate the Account. 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.

- (i) When it has become clear that the Depositor made false statements with regard to representations 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, fall under any of an organized crime group; a member of an organized crime group; a former member of an organized crime group who has withdrawn from that group but less than 5 years have passed since; a quasi-member of an organized crime group; a related company or association of an organized crime group; a corporate racketeer; a rogue person proclaiming himself/herself as a social activist; an organized special intellectual crime group; and any other person or entity equivalent to any of the foregoing (“Anti-Social Forces”) or fall under any of the following categories:
    - A. an entity having such relationship with Anti-Social Forces that indicates the control of Anti-Social Forces over the entity’s management;
    - B. an entity having such relationship with Anti-Social Forces that indicates the substantial involvement of Anti-Social Forces in the entity’s management;
    - C. an entity having such relationship with Anti-Social Forces that indicates reliance on Anti-Social Forces for the purpose of unfairly benefiting itself or third parties, or of damaging third parties;
    - D. An entity having such relationship with Anti-Social Forces that indicates provision of funds, benefits or services from the entity to Anti-Social Forces; and;
    - E. an entity where any of the directors and officers or other personnel substantially involved in its management is engaged in socially condemnable relationship with Anti-Social Forces.
  - (iii) In case the Depositor is engaged in any of the following acts directly or by utilizing a third-party:
    - A. violent demands;
    - B. undue demands beyond its legal entitlement;
    - C. the use of threatening statement or violence in connection with the transactions;
    - D. acts damaging credibility of the other party or obstructing the other party’s business through the spread of false information or the use of fraudulent practices; and
    - E. any other act similar to any of the foregoing
2. In addition to the cases set forth in the preceding paragraph, SMBC Trust Bank may, at its

own discretion, terminate any Account with a rational reason when it determines that the Account should be terminated.

3. In the event that any balance remains after an Account shall be terminated pursuant to any of the two 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.
4. 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 5. Last Change Date, Etc. Pertaining to the Dormant Accounts**

1. For this deposit, the last change date, etc. shall refer to the starting date of the period in which it turns into a dormant account in Article 3 Paragraph 1 of the General Account Customer Agreement, and shall be the latest date out of the following:
  - (1) Date of last change listed in SMBC Trust Bank's website (change reason pertaining to the dormant deposit).
  - (2) Date specified in the following paragraph as the date on which the claims pertaining to the deposit are expected to be exercised, for items stipulated in the following paragraph as reasons the claims pertaining to deposits in the future are expected to be exercised
  - (3) Date on which SMBC Trust Bank issued the dormant account notification to the depositor. However, this is limited to cases where the notification reached the depositor or cases where one month passed from the issue date of the notification (excluding cases where the notification was returned not by the depositor's intention by the date after one month passed)
  - (4) The date this deposit account was opened
2. The reasons the claims pertaining to deposits in the future are expected to be exercised in Paragraph 1 Item 2 shall refer only to the reasons listed in the following items, and the date on which the claims pertaining to the deposit are expected to be exercised shall be the date set forth in the following items, in accordance with the reasons specified in the respective items.
  - (1) Last date of Deposit Period, Calculation Period or Redemption Period

- (2) Payment was suspended for this deposit due to orders or measures based on laws, regulations or contracts: Date on which the payment suspension was canceled
- (3) This deposit was subject to compulsory execution, provisional seizure, or disposition for delinquent payment of national taxes (including disposition by the example): Date on which the procedure was completed
- (4) Acceptance of transfer based on laws or contracts, account transfers or other deposits or withdrawals are being scheduled or have been scheduled (however, limited to scheduled deposits/withdrawals of which SMBC Trust Bank is aware): Date on which the deposit/withdrawal was made or date on which it was established that the deposit/withdrawal would not be made

All the terms and conditions set out in U.S. Dollar Savings Account Customer Agreement shall become effective as of October 23, 2023.

SMBC Trust Bank Ltd.

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