

## PRESTIA MULTIMONEY ACCOUNT CUSTOMER AGREEMENT

In the event that the Depositor effects any Account Transactions arising under or relating to a PRESTIA MultiMoney Account with SMBC Trust Bank, the Depositor shall be bound by the General Agreement and this PRESTIA MultiMoney Account Customer Agreement (including the Terms and Conditions for PRESTIA MultiMoney Account Deposits, the "PRESTIA MultiMoney Account Agreement"). If there is any discrepancy between the General Agreement and the PRESTIA MultiMoney 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. PRESTIA MultiMoney Account Transactions**

1. Yen Savings Deposits, Foreign Currency Savings Deposits, Foreign Currency Time Deposits, Deregulated Interest Yen Time Deposits -M Type (Super Teiki), Deregulated Interest Yen Time Deposits (Oguchi Teiki), Premium Deposit and other deposits that SMBC Trust Bank stipulates in the PRESTIA MultiMoney Account (each a "Deposit"), and overdraft "PRESTIA MultiMoney Credit" transactions secured by each Deposit (the "Overdraft") shall be collectively referred to as the "PRESTIA MultiMoney Account Transactions". The Overdraft may be available only to the individual customers as provided for in Article 3, and to corporate customers which have entered into an agreement with SMBC Trust Bank separately.
2. The Depositor hereby confirms that he/she fully understands and acknowledges the possibility of occurrence of gains or losses due to foreign exchange fluctuations in effecting PRESTIA MultiMoney Account Transactions. SMBC Trust Bank shall not be liable except in the case of negligence on SMBC Trust Bank for any loss incurred by the Depositor due to exchange fluctuations.
3. In the event that SMBC Trust Bank determines that any PRESTIA MultiMoney Account Transaction is in conflict with applicable Laws or with SMBC Trust Bank's internal audit or loan regulations, etc., that SMBC Trust Bank deems it necessary to prevent fraudulent transactions or abuse of SMBC Trust Bank's services, or that SMBC Trust Bank deems it necessary due to its own business reasons, SMBC Trust Bank may limit, suspend, or cancel all or part of said PRESTIA MultiMoney Account Transactions including foreign exchange transactions.
4. SMBC Trust Bank shall effect any calculations in relation to PRESTIA MultiMoney Account Transactions by such calculation methods as SMBC Trust Bank shall prescribe. The details of Deposits, etc. shall be as provided separately.

#### **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 13, 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 transfer funds between Deposits, deposits by means of cash, travellers checks, checks, etc. and payments for the Overdraft, all in relation to a Deposit at a Branch or other office of SMBC Trust Bank in Japan which handles each such transfers, deposits, and payments, respectively. In the event that the Depositor deposits by cash in foreign currency to foreign currency deposit, the Depositor shall pay such fees as SMBC Trust Bank shall prescribe.
2. Withdrawals of Deposit (including cases where the Overdraft is used) may be made at the counter of a Branch handling the business of withdrawal, by use of a cash card through an ATM, or by transfer to an Account of another Deposit by telephone, PRESTIA Online, PRESTIA Mobile, and shall follow the provisions hereunder.
  - (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 or personal identification number inputted into a PIN PAD corresponds with the seal or signature or personal identification number registered with SMBC Trust Bank in advance.
  - (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). The use of a cash card shall follow the "GLOBAL PASS Membership Terms and Conditions" 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, etc.
  - (4) SMBC Trust Bank shall accept a request for withdrawal made by PRESTIA Online or PRESTIA Mobile only when the User ID and Password for PRESTIA Online and PRESTIA Mobile inputted through the communications equipment correspond with the

- registered User ID and Password (including the case where any conditions designated by SMBC Trust Bank are met). In such cases, SMBC Trust Bank may omit requesting the Depositor to submit to SMBC Trust Bank a withdrawal request form or a check, etc.
3. In the event that a withdrawal is made in cash, SMBC Trust Bank shall pay the equivalent amount in Japanese Yen, US Dollar, Euro or other currency designated by SMBC Trust Bank pursuant to Article 10. In the event that the Depositor withdraws cash in foreign currency from foreign currency deposit, the Depositor shall pay such fees as SMBC Trust Bank shall prescribe.

### **Article 3. Overdraft**

1. Except for corporate customers that enter into separate agreements with SMBC Trust Bank, only residents of Japan who are not younger than eighteen (18) years of age and who have completed the procedures prescribed by SMBC Trust Bank are eligible for the Overdraft, and any other Depositor may not, regardless of the "available credit line" as noted in the statement of account, use the Overdraft. The maximum amount of Overdraft shall be calculated by the method provided in Paragraph 2 of this Article, based on the Deposits as collateral except for those deposits to be prescribed by SMBC Trust Bank. The Overdraft shall be made by deposit or the remittance of money to the Account of a Deposit designated in advance or shall be paid in cash. In the case of remittance of money to another bank, the Depositor shall pay SMBC Trust Bank such remittance charge as SMBC Trust Bank shall prescribe. SMBC Trust Bank may, upon the Depositor's use of the Overdraft, request the Depositor to make a report to SMBC Trust Bank of the purpose of the Overdraft, whether he/she has any experience of loans or other similar transactions, and the status of his/her property, etc. In the event that SMBC Trust Bank determines that it is not appropriate for the Depositor to use the Overdraft, SMBC Trust Bank may refuse permission for the Overdraft.
2. The maximum amount of Overdraft, shall be the smaller of (1) in the event that the currency of a Deposit held as collateral for the Overdraft is Japanese Yen, the amount of said Deposit multiplied by such a rate as SMBC Trust Bank shall prescribe (said rate may be changed at the discretion of SMBC Trust Bank), and in the event that the currency of said Deposit is not Japanese Yen, the amount converted into Yen by application of SMBC Trust Bank's telegraphic transfer buying rate for reference applicable to customers, or SMBC Trust Bank's telegraphic transfer buying rate applicable to customers at the time of execution of the Overdraft, multiplied by such a rate as SMBC Trust Bank shall prescribe (said rate may be changed at the discretion of SMBC Trust Bank) or (2) the Yen equivalent capped amount determined by SMBC Trust Bank procedure. In the event that the currency used for the Overdraft is not Japanese Yen, SMBC Trust Bank shall calculate the amount of Overdraft

(the "Overdraft Amount") in Japanese Yen by applying SMBC Trust Bank's telegraphic transfer selling rate for reference applicable to customers, or SMBC Trust Bank's telegraphic transfer selling rate applicable to customers at the time of execution of the Overdraft. The amount of any securities, etc. deposited shall be excluded from the amount of deposits as collateral until they are settled.

3. The Depositor shall create a pledge on Deposit as collateral for the Overdraft Amount and shall fulfill the procedures which SMBC Trust Bank deems necessary therefor.
4. In the event that there is any change in the financial circumstances, or necessity of preservation of receivables, etc., and SMBC Trust Bank decides reasonably that the use of Overdraft is inappropriate for any reason whatsoever, or SMBC Trust Bank gives reasonable notice, SMBC Trust Bank may reduce the maximum amount of Overdraft, suspend a new Overdraft, or cancel the Overdraft. In the event that the Overdraft is suspended or cancelled, the Depositor shall forthwith pay SMBC Trust Bank the principal of the Overdraft and interest accrued thereon, and in the event that the maximum Overdraft amount is reduced, the Depositor shall forthwith pay SMBC Trust Bank the principal of the Overdraft and the interest thereon in excess of the reduced maximum amount of Overdraft.
5. Even when funds are deposited or remitted into a Deposit, if there is any remaining balance of Overdraft Amount, SMBC Trust Bank will not appropriate such funds for repayment of the Overdraft Amount unless the Depositor specifically instructs SMBC Trust Bank to do so.
6. In the event that any Deposit held as collateral for the Overdraft Amount is cancelled, attached, or provisionally attached, SMBC Trust Bank shall deduct the full amount of such Deposit and recalculate the maximum amount of Overdraft as provided in Paragraph 2 with respect to the remaining Deposit, and the Depositor shall create security for the Overdraft Amount by the same method as provided in Paragraph 3.

#### **Article 4. Dormant Account**

The provisions regarding a Dormant Account in Article 3 of the General Agreement shall apply mutatis mutandis to the PRESTIA MultiMoney Account.

#### **Article 5. Deposit Interest and Overdraft Interest, Etc.**

1. SMBC Trust Bank shall calculate and pay interest on a Deposit in such a manner as SMBC Trust Bank shall prescribe separately for each Deposit. The calculation of interest shall be made at the rate of deposit to be prescribed by SMBC Trust Bank for the actual number of days deposited and a year of (i) 365 days (or 366 days in a leap year for a deposit period of no less than two (2) years) in case the deposit currency is Japanese Yen, and (ii) 360 days or 365 days (as determined by SMBC Trust Bank) in case the deposit currency is a foreign

currency.

2. Interest on an overdraft shall be calculated by SMBC Trust Bank at the overdraft interest rate to be prescribed by SMBC Trust Bank in units of one Yen (JPY1) when the currency used is Japanese Yen, and in one currency unit or two decimal places of the unit of the currency to be used when said currency is a foreign currency. Using a year of 365 days, calculation is based on the daily calculation based on the number of days of the overdraft over the period from the first business day of each month to the day before the first business day of the following month, and the prescribed overdraft rate, and the interest shall be incorporated in the balance at the first business day of the following month irrespective of the currency. In the event that the amount after such incorporation exceeds the maximum amount of Overdraft, the Depositor shall, forthwith upon SMBC Trust Bank's request, pay such excess to SMBC Trust Bank.
3. The interest rate of the Overdraft shall be prescribed by SMBC Trust Bank. SMBC Trust Bank may change the interest rate due to changes in financial circumstances, etc. In the case of a change in the interest rate, SMBC Trust Bank shall either notify the Depositor thereof or indicate said change at a Branch counter, and the changed interest rate shall apply from the date of said notice or indication (or from a date as designated thereafter by SMBC Trust Bank).

#### **Article 6. Collateral**

1. The Depositor may cancel or withdraw money from the Deposit(s), which is held as collateral for the Overdraft and which SMBC Trust Bank approves, unless the balance of the Overdraft Amount after such cancellation or withdrawal exceeds the maximum amount of Overdraft.
2. In the event that the collateral value of a Deposit decreases due to foreign exchange fluctuations, etc. and SMBC Trust Bank finds that exists a rational reason that requires the preservation of receivables, the Depositor shall forthwith add further collateral upon SMBC Trust Bank's request or repay to SMBC Trust Bank the amount of the balance of the Overdraft Amount in excess of the maximum amount of Overdraft.

#### **Article 7. Immediate Payment**

1. The Depositor shall forthwith repay the principal of the Overdraft and the interest thereon to SMBC Trust Bank without any request from SMBC Trust Bank if, with respect to the Depositor or his assets:
  - (1) an order or notice of provisional attachment, preservative attachment, or attachment is dispatched;
  - (2) the Depositor becomes unable to pay his debts, a petition is filed by or against the

- Depositor for bankruptcy, or for the commencement of procedures for civil rehabilitation, corporate reorganization, company arrangement or special liquidation, or any other similar procedures;
- (3) the Depositor becomes subject to the suspension of transactions at the Clearing House;
  - (4) SMBC Trust Bank becomes aware that an inheritance commences;
  - (5) the Depositor's whereabouts become unknown to SMBC Trust Bank due to the Depositor's failure to notify SMBC Trust Bank of change of address, etc.; or
  - (6) the ratio of the balance of the Overdraft Amount to the total amount of all Deposits reaches eighty-five percent (85%).
  - (7) Any Account of the Depositor is terminated pursuant to Paragraph 3 of Article 10 of the General Agreement.
2. The Depositor shall, forthwith upon SMBC Trust Bank's request, repay the principal of the Overdraft and the interest thereon to SMBC Trust Bank if, in respect of the Depositor or its assets:
    - (1) the Depositor fails to pay any of his debts to SMBC Trust Bank when due, whether or not they are related to a PRESTIA MultiMoney Account Transaction; or
    - (2) there arises a reasonable cause (other than as set forth in the preceding (1)) which necessitates the preservation of receivables.
  3. If any of the events set forth in sub-paragraph 1 to 6 of Paragraph 1 occurs, SMBC Trust Bank may, without the Depositor's consent or notice to the Depositor, cancel all or part of the Deposit, regardless of the agreement relating to any Deposit (including automatic renewal of a time deposit in the type of automatic renewal.) In such a case, SMBC Trust Bank may request the Depositor to pay such cancellation expenses as SMBC Trust Bank shall reasonably determine.

#### **Article 8. Setoff**

1. In the event that the Depositor fails to perform any of the Depositor's debts to SMBC Trust Bank under PRESTIA MultiMoney Account Transactions or other transactions with SMBC Trust Bank (including forward foreign exchange contract transactions as provided in Article 11), SMBC Trust Bank may set off such debts (including interest and damages, etc.) against any Deposit and any of the Depositor's other receivables to SMBC Trust Bank at any time even before the maturity date of such Deposit or receivables.
2. In the case of setoff as provided for in the preceding Paragraph, SMBC Trust Bank may, without prior notice to the Depositor and/or without taking any prescribed procedures, make withdrawals from any Deposit or any of the Depositor's other receivables to SMBC Trust Bank and may apply the money so withdrawn to the payment for debts owed to SMBC Trust

Bank.

3. In the case of setoff as provided for in the preceding two Paragraphs, Articles 9 and 10 shall apply if the currencies, etc. of the receivables and of the debts which are subject to setoff are different, and SMBC Trust Bank shall calculate the interest on those receivables and debts up to the date when the calculation is made and the agreed interest rate shall apply to the time deposit; however, in the case of a deposit which may be cancelled before the maturity date such as a Yen time deposit, the interest rate for cancellation which SMBC Trust Bank shall prescribe shall apply.
4. In the case of setoff pursuant to Paragraphs 1 and 2, the cancellation expenses of a Deposit shall be included in the Depositor's debts to SMBC Trust Bank.

#### **Article 9. Designation of Appropriation**

In the event that the debts to SMBC Trust Bank are repaid by setoff or other methods and the repayment amount is not sufficient to pay for all debts due to radical fluctuations in foreign exchange rates, etc., SMBC Trust Bank may appropriate the amount of said repayment in such order and in such a manner as SMBC Trust Bank deems appropriate.

#### **Article 10. Foreign Exchange Rates, Etc.**

In the event that all or part of a Deposit is withdrawn and converted into another currency, the repayment of debts to SMBC Trust Bank by setoff etc. is made, or the currency is converted and a Deposit is transferred to another Deposit upon conversion of the currency, SMBC Trust Bank shall comply with such timing and procedure, and apply such a rate of foreign exchange as SMBC Trust Bank shall prescribe. If the amount of one single PRESTIA MultiMoney Account Transaction to which the publicly-announced rate of foreign exchange to be prescribed by SMBC Trust Bank applies, or the total amount of more than one PRESTIA MultiMoney Account Transaction to which such rate of foreign exchange applies, is equal to or more than the amount to be designated by SMBC Trust Bank, SMBC Trust Bank may apply the rate to be designated by SMBC Trust Bank at the time of said PRESTIA MultiMoney Account Transaction instead of said publicly-announced rate. A Depositor who wishes to make deposit with a Deposit shall, upon conversion of the currency of the funds he/she owns into a different currency, make said deposit after converting the funds into the desired currency for deposit; however, the Depositor may not cancel the agreed upon currency conversion transaction (if any) (including foreign deposit transactions) without SMBC Trust Bank's prior consent.

#### **Article 11. Forward Foreign Exchange Contract** <Deleted>

**Article 12. Setoff from Depositor in the Event of Insurable Contingency**

1. Yen Deposits and Foreign Currency Deposits received for Account Transactions may be setoff before the maturity date pursuant to the provisions of the paragraphs of this Article in the event of an "Insurable Contingency" as defined in the Deposit Insurance Law. The same shall apply when Deposits are secured by pledges, etc. as collateral for Depositor's debt to SMBC Trust Bank, or as collateral for a guarantee by Depositor of a third party's debt to SMBC Trust Bank.
2. The following procedure shall apply in the event of setoff made pursuant to the preceding paragraph:
  - (1) A notice of setoff shall be made in writing and Depositor shall designate the order of priority and manner in which the setoff takes place when there are multiple numbers of borrowings, place his/her signature or registered seal on the notice, and send it without delay to SMBC Trust Bank together with the bankcard. However, in cases where the setoff causes the checking account overdraft to exceed the overdraft limit based on the deposit amount after the setoff, the amount exceeding the checking account overdraft limit shall have priority and allocation shall be made to the checking account overdraft. However, when there is debt secured by this deposit, the setoff will be made from this debt, or in case the debt is an obligation by a third party to SMBC Trust Bank, from the Depositor's guaranteed obligation.
  - (2) In the absence of the designation prescribed in the preceding item, the setoff shall be made in the order designated by SMBC Trust Bank.
  - (3) If the designation made in pursuance of the preceding item (1) could hinder the preservation of the claims, SMBC Trust Bank may object without delay and designate the order and manner in consideration of the security, guarantee and other conditions.
3. The following shall apply to the interest, etc. in the event of setoff made in pursuant to Paragraph 1:
  - (1) As for the calculation of the interest of time deposits, the period shall be until one day prior to day the setoff notice was received by SMBC Trust Bank and the agreed interest rate shall apply to the interest rate.
  - (2) As for the calculation of the interest, discount charge, delay damages, etc., of the debts including borrowings, the period shall be until the day the setoff notice was received by SMBC Trust Bank and the interest provisions prescribed by SMBC Trust Bank shall apply. Handling of the damages, etc. caused by prepayment of the borrowing, etc. shall be pursuant to the provisions prescribed by SMBC Trust Bank.
4. With respect to foreign exchange market in the event of setoff made pursuant to Paragraph



- 1, the market at the time of the calculation made by SMBC Trust Bank shall apply.
5. If there is a separate provision for the procedure of prepayment of borrowings in the event of setoff made in pursuance of Paragraph 1, that provision shall apply. However, the setoff can be made even in cases where restrictions exist, including requiring SMBC Trust Bank's approval for prepayment of borrowing, etc.

**Article 13. 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 PRESTIA MultiMoney 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 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 14. Last Change Date, Etc. Pertaining to the ACT on Utilization of Dormant Deposits**

1. Regarding yen deposits within this deposit transaction, the last change date, etc. in the ACT on Utilization of Dormant Deposits 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 a notification to the depositor, etc. regarding matters stipulated in Article 3 Paragraph 2 of the ACT on Utilization of Dormant Deposits. 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, or the date on which SMBC Trust Bank informed the Deposit Insurance Corporation in advance, whichever is later).

- (4) Date on which this deposit has resulted in any of the cases set forth in the items in Article 2 Paragraph 2 of the ACT on Utilization of Dormant Deposits
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 (first maturity date in case of the deposit with automatic renewal)
    - (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
    - (5) The reasons listed in the preceding items occurred for yen deposit in this deposit transaction or other deposits based on the Yen Savings Account Customer Agreement: Date of the last change pertaining to other deposits
  3. For deposits that are not subject to the ACT on Utilization of Dormant Deposits within this deposit transaction, 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 Terms and Conditions, and Paragraph 1 and Paragraph 2 shall apply mutatis mutandis for the last change date, etc. However, Items 1, 3, and 4 in Paragraph 1 shall be replaced as follows.
    - (1) For deposits that are not subject to the ACT on Utilization of Dormant Deposits, the date on which the reason processed as a change was the last out of the changes listed in SMBC Trust Bank's website (change reason pertaining to the dormant deposit)
    - (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 In addition, Item 5 in Paragraph 2 shall be replaced as follows.
- (5) The reasons listed in the preceding items occurred for deposit in this deposit transaction or other deposits based on the Yen Savings Account Customer Agreement: Date of the last change pertaining to other deposits

**Article 15. Handling of substitute money for the dormant deposits**

1. If there is no long-term transaction with respect to the yen portion of the deposit, the claim pertaining to this deposit will be extinguished based on the Act on Utilization of Dormant Deposits and Depositors shall have claims for substitute money for dormant deposits against Deposit Insurance Corporation for Japan.
2. In the case referred to in the preceding paragraph, the Depositor can request payment of substitute money for the dormant deposits associated with this deposit via the SMBC Trust Bank. In this case, when the SMBC Trust Bank accepts, the Depositor can receive payment of substitute money for a dormant deposit by acquiring the deposit claim held against the SMBC Trust Bank.
3. In the case of Paragraph 1, Depositors shall entrust SMBC Trust Bank beforehand with requests and payment pursuant to Article 7, Paragraph 2 of the Act on Utilization of Dormant Deposits when the following events occur:
  - (1) With respect to this deposit, deposits from third-parties or deposits from the SMBC Trust Bank by means of transfer, direct debit or other methods based on obligations stipulated in laws and ordinances or contracts (excluding those pertaining to payment of interest).
  - (2) With respect to this deposit, a notice of a bill or check or a request for payment of a claim by a third-party has occurred (provided the SMBC Trust Bank is able to understand the request for payment).
  - (3) Compulsory execution of a claim with the objective of payment of substitute money for dormant deposits associated with this deposit, provisional seizure, or procedure for collection of national tax delinquency (including the procedure according to this example)
  - (4) Partial payment of substitute money for dormant deposits related to this deposit
4. SMBC Trust Bank requests payment of substitute money for dormant deposits according to Paragraph 3 on behalf of Depositors provided the following are satisfied.
  - (1) The SMBC Trust Bank has been entrusted with payment operations by the Deposit

Insurance Corporation for Japan for substitute money for dormant deposits associated with this deposit

- (2) In the event that the reasons listed in Paragraph 3.2 occur in relation to this deposit, request the Deposit Insurance Corporation for Japan to pay substitute money for dormant deposits as a response to the request for payment
- (3) In the case of handling in accordance with the preceding paragraph, payment shall be made according to the method of acquiring the deposit claim that the Depositor held against the SMBC Trust Bank.

## **TERMS AND CONDITIONS FOR PRESTIA MULTIMONEY ACCOUNT DEPOSIT**

These "Terms and Conditions for PRESTIA MultiMoney Account Deposit" constitute part of the "PRESTIA MultiMoney Account Customer Agreement" and provide for the handling of Deposits held in the PRESTIA MultiMoney Account.

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

### **I. Foreign Currency Savings Deposit**

1. Conditions for Commencement of Transaction
  - (1) The Depositor may deposit foreign currencies as permitted by SMBC Trust Bank only.
  - (2) SMBC Trust Bank may request, at the commencement of transaction, that the Depositor deposit such an amount as SMBC Trust Bank shall prescribe.

#### 2. Interest on the Deposit

Interest on the Deposit shall be calculated in relation to the final balance on each day (the amount of any securities, etc. deposited shall be excluded from said balance until they are settled) by SMBC Trust Bank in single units of the deposit currency or to two decimal places thereof at the 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. The interest rate may change due to changes in financial circumstances, etc.

### **II. Foreign Currency Time Deposit**

1. Conditions for Commencement of Transaction
  - (1) The Depositor may deposit foreign currencies as permitted by SMBC Trust Bank only.
  - (2) The minimum deposit required for the commencement of transactions shall be an amount equivalent to One Hundred Thousand Yen (JPY100,000) or more, either in units

of the relevant foreign currency or to two decimal places thereof.

2. Term of Deposit

The term of a time deposit shall be 3, 6 or 12 months or other periods as SMBC Trust Bank shall prescribe separately for each currency.

3. Interest on the Deposit

(1) SMBC Trust Bank shall calculate interest on the Deposit at the rate prescribed by SMBC Trust Bank for the deposit term and as of the date of deposit (in the case of renewal, the latest renewal date).

(2) Interest shall be calculated in single units of one deposit currency or to two decimal places thereof.

(3) SMBC Trust Bank shall pay the interest due on the maturity date or on the interest payment dates designated by SMBC Trust Bank; however the Depositor may choose to receive interest monthly only at the time of establishing the foreign currency time deposit for the deposit term designated by SMBC Trust Bank. In the event that the Depositor has selected to receive interest monthly, he/she may not change the currency that was chosen at the time of deposit in order to receive interest.

4. Deposit Payment and Renewal to Foreign Currency Time Deposit

Unless the Depositor gives prior instructions for automatic renewal to SMBC Trust Bank, SMBC Trust Bank shall pay the principal and accrued interest of the Deposit on the maturity date or, in the case of interest, on the interest payment date designated by SMBC Trust Bank. In such case, the payment shall be made by crediting the principal and accrued interest to a savings deposit held in the same currency unless there is any prior designation. In principle, the funds are available for withdrawal from the maturity date. In the event that the Depositor gives instructions for automatic renewal, SMBC Trust Bank shall renew the Deposit on the maturity date according to the Depositor's instructions for the same term. In such case, the interest rate for a time deposit held in the same currency and for the same term as of the date of automatic renewal shall apply; however SMBC Trust Bank is not required to deal with the automatic renewal of time deposits for a certain deposit term.

5. Cancellation before the Maturity Date

The Depositor may not request cancellation of the deposit before the maturity date, except that SMBC Trust Bank determines cancellation before the maturity date is unavoidable. In the event that SMBC Trust Bank determines cancellation before the maturity date is unavoidable, SMBC Trust Bank shall accept cancellation for only the full amount of the deposit, calculate interest due for the period from the date of deposit (in case of renewal, the latest renewal date, and in case of monthly interest payment, the latest date of interest payment) until the day before the cancellation date based on 365 days a year at the interest

rate of a savings deposit held in the same currency and shall pay said interest to the Depositor together with the principal of said deposit on the cancellation date. Depositor may be required to pay settlement fee due to changes in financial circumstances, etc.

### **III. Deregulated Interest Time Deposit-M Type (Super Teiki)**

#### 1. Conditions for Commencement of Transaction

- (1) The Depositor can make a deposit in Japanese Yen only.
- (2) The minimum amount required for making a deposit is One Hundred Thousand Yen (JPY100,000) in units of 1 Yen.

#### 2. Term of Deposit

The term of deposit shall be as prescribed by SMBC Trust Bank separately.

#### 3. Interest on the Deposit

- (1) Interest on the deposit shall be calculated based on the term of deposit and the interest rate determined on the date of deposit (or in case of renewal, the latest renewal date) (the "Contracted Rate"). Interest shall be calculated on a prorated daily basis for 365 days a year (if the term of deposit is not less than two (2) years, 366 days in case of a leap year).
- (2) SMBC Trust Bank shall pay the interest due together with the principal on the maturity date. However, the interest on deposits with a term of two (2) years shall be paid as follows:
  - ① The interim interest amount due on the date twelve (12) months from the date of deposit (the "Interim Interest Payment Date"), calculated by multiplying seventy percent (70%) of the Contracted Rate by the number of days from the date of deposit until the day before the Interim Interest Payment Date (the "Interim Interest"), shall be paid as part of the interest as of the Interim Interest Payment Date. The Interim Interest shall be credited to a Yen savings deposit account.
  - ② SMBC Trust Bank shall pay the balance of the interest, minus the deducted Interim Interest, together with the principal on the maturity date. If the Interim Interest has not been paid, SMBC Trust Bank shall pay the total amount of interest due on the maturity date.
- (3) In the event that cancellation before the maturity date is unavoidable, SMBC Trust Bank shall calculate interest due for the period from the date of deposit (in case of renewal, the latest renewal date) until the day before the cancellation date based on 365 days a year at the following interest rate and shall pay said interest to the Depositor together with the principal of said deposit. However, if the Interim Interest has already been paid, the difference between said payment amount and the amount of interest, calculated at

the following rates, shall be settled.

Contract Term of Deposit	Term Elapsed after Initial deposit	Interest Rate
Less than 36 months	Less than 6 months	PRESTIA MultiMoney Yen savings deposit rate prevailing on the day of withdrawal
	6 months and more, and less than 12 months	50% of "Contracted Rate"
	12 months or more	70% of "Contracted Rate"
36 months	Less than 6 months	PRESTIA MultiMoney Yen savings deposit rate prevailing on the day of withdrawal
	6 months and more, and less than 12 months	40% of "Contracted Rate"
	12 months or more, and less than 18 months	50% of "Contracted Rate"
	18 months or more, and less than 24 months	60% of "Contracted Rate"
	24 months or more, and less than 30 months	70% of "Contracted Rate"
	30 months or more, and less than 36 months	90% of "Contracted Rate"

(4) Interest shall accrue in units of one Yen (JPY1).

(5) The interest accrual method shall be simple interest, except for deposits of 36 months or more, for which the interest shall be compounded every six (6) months.

4. Deposit Payment and Renewal

Unless the Depositor gives SMBC Trust Bank prior instructions for automatic renewal, SMBC Trust Bank shall pay the principal of the deposit together with the interest thereon on the maturity date. Said payment shall be made by crediting the principal and accrued interest to the Depositor's PRESTIA MultiMoney Yen Savings Deposit (Account). If the Depositor gives SMBC

Trust Bank instructions for automatic renewal, SMBC Trust Bank shall renew the deposit as a Super Teiki according to the Depositor's instructions for the same term as the previous term. The same shall apply to a deposit that has been automatically renewed.

5. Cancellation before Maturity

The Depositor may cancel a deposit before the maturity date with the consent of SMBC Trust Bank, and the interest rate in this case shall be the interest rate applicable to cancellations, as provided for in 3 (3) above.



#### **IV. Deregulated Interest Rate Time Deposit (Oguchi Teiki)**

1. Conditions for Commencement of Transaction

- (1) The Depositor can make a deposit in Japanese Yen only.
- (2) The minimum deposit required shall be Ten Million Yen (JPY10,000,000) in units of One Yen (JPY1).

2. Term of Deposit

The term of deposit shall be as prescribed by SMBC Trust Bank separately.

3. Interest on the Deposit

- (1) Interest on the deposit shall be calculated based on the term of deposit and the interest rate determined on the date of deposit (or in case of renewal, the latest renewal date) (the "Contracted Rate"). Interest shall be calculated on a prorated daily basis for 365 days a year (if the term of deposit is not less than two (2) years, 366 days in case of a leap year).
- (2) SMBC Trust Bank shall pay the interest due together with the principal on the maturity date. However, the interest on deposits with a term of two (2) years shall be paid as follows:
  - ① The interim interest amount due on the date twelve (12) months from the date of deposit (the "Interim Interest Payment Date"), calculated by multiplying seventy percent (70%) of the Contracted Rate by the number of days from the date of deposit until the day before the Interim Interest Payment Date (the "Interim Interest"), shall be paid as part of the interest as of the Interim Interest Payment Date. The Interim Interest shall be credited to a Yen account.
  - ② SMBC Trust Bank shall pay the balance of the interest, minus the deducted Interim Interest together with the principal on the maturity date. If the Interim Interest has not been paid, SMBC Trust Bank shall pay the total amount of interest due on the maturity date.
- (3) In the event that cancellation before the maturity date is unavoidable, SMBC Trust Bank shall calculate interest due for the period from the date of deposit (in case of renewal, the latest renewal date) until the day said before the cancellation date based on 365 days a year at the following interest rate, and shall pay said interest to the Depositor together with the principal of said deposit. However, if the Interim Interest has already been paid, the difference between said payment amount and the amount of interest, calculated at the following rates, shall be settled.

Contract Term	Term Elapsed after Initial deposit	Interest Rate
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All terms	Less than 1 month	PRESTIA MultiMoney Yen Savings deposit rate Prevailing on the day of withdrawal
	1 month and more	70% of "Contracted Rate"

(4) Interest shall accrue in units of one Yen (JPY1).

(5) The interest accrual method shall be simple interest.

4. Deposit Payment and Renewal

Unless the Depositor gives SMBC Trust Bank prior instructions for automatic renewal, SMBC Trust Bank shall pay the principal of the deposit together with the interest thereon on the maturity date. Said payment shall be made by crediting the principal and accrued interest to the Depositor's PRESTIA MultiMoney Yen Savings Deposit (Account). If the Depositor gives SMBC Trust Bank prior instructions for automatic renewal, SMBC Trust Bank shall renew the deposit according to the Depositor's instructions for the same term as the previous term. The same shall apply to a deposit which has been automatically renewed.

5. Cancellation before Maturity Date

The Depositor may cancel a deposit before the maturity date with the consent of SMBC Trust Bank, and the interest rate in this case shall be the interest rate applicable to cancellation as provided for in 3 (3) above.

**V. PRESTIA MultiMoney Yen Savings Deposit**

Interest on Deposits

SMBC Trust Bank calculates the deposit interest according to the interest rate prescribed by SMBC Trust Bank with the minimum denomination on which interest is calculated being one Yen (JPY1) only when the daily final balance (the amount of any securities, etc. deposited shall be excluded from said balance until they are settled) is 1000 Yen (JPY1000) or more. For payment, interest up to the third Sunday of February and August is incorporated into the principal of the deposit at the next business day of calculation. The interest rate may change due to changes in financial circumstances, etc.

**VI. Step Up Time Deposit**

1. Conditions for Commencement of Transaction

(1) The Depositor can make a deposit in a currency as approved by SMBC Trust Bank.

(2) The minimum deposit shall be as designated by SMBC Trust Bank. The deposit shall be made in single units of an appropriate currency, or to two decimal places thereof.

(3) The Depositor shall specify the currency of the interim interest as provided below. The currency shall be either Japanese Yen or the deposit foreign currency.

- (4) The Depositor may not change the currency designated for payment of interest.
2. Term of Deposit

The term of deposit shall be two (2) years or such other periods as SMBC Trust Bank shall prescribe separately for each currency.
3. Interest on the Deposit
  - (1) SMBC Trust Bank shall divide the period from the deposit date to the maturity date into "Step" period, each of 6 months' duration, and calculate the interest on deposit in accordance with the interest rate applicable to each Step period, as designated on the date of deposit (the "Applicable Interest Rate").
  - (2) Payment of Interim Interest

SMBC Trust Bank shall designate the last Business Day of each month during the period from the deposit date to the maturity date as the "Interim Interest Payment Date" and shall pay the interest (the "Interim Interest") for each month in accordance with the Applicable Interest Rate provided in 3.(1) (however, if the number of days from the deposit date to the first Interim Interest Payment Date is less than one (1) month, the calculation shall be made on a prorated daily basis). However, the funds may actually be withdrawn on and after the Business Day following the Interim Interest Payment Date.
  - (3) SMBC Trust Bank shall pay the Interim Interest by crediting to the Depositor's PRESTIA MultiMoney Yen Savings Account, Yen Savings Account and Yen Checking Account (after conversion at the rate determined by SMBC Trust Bank if the deposit currency is other than Yen) if the interest payment currency is Japanese Yen. If the interest payment currency is the deposit foreign currency, the interest payment shall be credited to the Depositor's PRESTIA MultiMoney Savings Account in said deposit currency. (cf. in 1. (3) above)
  - (4) Interest shall be calculated in units of the deposit currency, or to two (2) decimal places of said currency units.
  - (5) The interest accrual method shall be simple interest.
4. Deposit Payment and Renewal
  - (1) Payment on the maturity date

SMBC Trust Bank shall pay the Depositor on the date of maturity by paying the deposit principal in the same currency in a Savings deposit in the PRESTIA MultiMoney Savings Account. In such case, the interest due for the month of the maturity date shall be calculated on a daily basis from the preceding interim date of interest payment to the maturity date, and shall be credited to a PRESTIA MultiMoney Foreign Currency Savings Deposit, PRESTIA MultiMoney Yen Savings Deposit, a Yen Savings Account or a Yen Checking Account in the currency as selected by the Depositor on the date of

deposit.

(2) This deposit shall not be automatically renewable.

5. Cancellation before Maturity Date

(1) The Depositor may not cancel the deposit during the first six (6) months from the date of deposit (the "First Step Period").

(2) The Depositor may cancel the deposit before the maturity date after the First Step Period, and with the specific consent of SMBC Trust Bank.

(3) In the event that the deposit is cancelled before the maturity date pursuant to 5. (2) above, SMBC Trust Bank shall not pay any Interim Interest for the month in which the cancellation date falls (including when the cancellation is made on the last Business Day of the month).

(4) In the event that the deposit is cancelled before the maturity date pursuant to 5. (2) and 5. (3) above, SMBC Trust Bank shall repay the deposit principal by crediting it to the Depositor's PRESTIA MultiMoney Savings Account in the deposit currency.

**VII. Premium Deposit**

1. Conditions for Commencement of Transaction

(1) The Depositor can make a deposit in Japanese Yen or a currency approved by SMBC Trust Bank.

(2) A currency in which the funds in the Deposit will be paid when converted at the Strike Price (the "Strike Price") specified in Paragraph 7 below (the "Counter Currency") will be designated by the Depositor among the currencies approved by SMBC Trust Bank.

(3) The deposited amount will be not less than the amount prescribed in the "Information Memorandum and Pre-Contract Document" and a unit of the Deposit will be one yen if the deposited currency is yen, or a unit of either the deposited currency unit or to two decimal places if the deposited currency is a foreign currency.

2. Term of Deposit

The term of Deposit shall be as specified in the "Information Memorandum and Pre-Contract Document" provided by SMBC Trust Bank separately.

3. Interest on the Deposit

(1) Interest shall be calculated based on the term of deposit and the interest rate determined at the time of deposit.

(2) Interest shall be paid on the maturity date of the deposit (the "Maturity Date") in the deposited currency.

(3) Interest shall be calculated in units of One Yen (JPY 1) for Yen, and the deposited currency or to two decimal places thereof for foreign currency.

(4) The interest accrual method shall be simple interest.

4. Deposit Payment and Renewal

The principal of the Deposit will be paid as of the Maturity Date together with the interest accrued (after deduction of the withholding tax).

Principal of deposit will be paid either in Yen in case the deposited currency is Yen or in a foreign currency in case the deposited currency is such currency.

On maturity, if the deposit is converted to Counter Currency in line with paragraph 7, the principal will be converted to Counter Currency.

Interest after deduction of the withholding tax will be paid in the deposited currency regardless of whether or not the currency conversion of the principal portion occurs.

The payment will be made by crediting the proceeds of the principal and interest as of the Maturity Date into the PRESTIA MultiMoney Savings Account of the respective currency on the Maturity Date or the following bank business day.

The funds become available for withdrawal/transfer after the payment.

Automatic Renewal is not available for this deposit.

5. Cancellation before Maturity Date

The Depositor may not cancel the deposit before the Maturity Date, except that SMBC Trust Bank determines cancellation before the Maturity Date is unavoidable.

In the event that SMBC Trust Bank determines cancellation before the Maturity Date is unavoidable, SMBC Trust Bank shall accept cancellations for only the full amount of the deposit, calculate interest due for the period from the date of deposit until the day before the cancellation date based on 365 days a year at the interest rate prescribed by SMBC Trust Bank.

Upon cancellation of the deposit before the Maturity Date, the Depositor shall pay cancellation expenses (or damages) to SMBC Trust Bank caused by cancellation of the deposit before the Maturity Date. The cancellation expenses (or damages) mean the expenses which would not be incurred by SMBC Trust Bank without cancellation before the Maturity Date.

SMBC Trust Bank may, without any prior notice to the Depositor, deduct cancellation expenses (or damages) to be paid by the Depositor to SMBC Trust Bank from the amount of the principal and interest of the deposit.

6. Acceleration and Net Calculation

(1) If any of the following events occurs with respect to the Depositor, SMBC

Trust Bank shall have the right to terminate the entire deposit, including the currency option transactions contained in the Deposit without any prior notice thereof. In such case, SMBC Trust Bank may, without any prior notice to the Depositor, liquidate the

above-mentioned transactions and deduct from the amount of the principal and interest of the deposit a liquidated amount payable by the Depositor to SMBC Trust Bank.

- ① The Depositor becomes unable to pay its debts or a petition is filed by or against the Depositor for bankruptcy or commencement of civil rehabilitation procedures, commencement of corporate reorganization proceedings, or commencement of special liquidation.
  - ② The Depositor becomes subject to the suspension of transactions at the Clearing House.
  - ③ An order or notice of provisional attachment (seizure), preservative attachment or attachment is dispatched with respect to any of deposits or other credits of the Depositor against SMBC Trust Bank.
  - ④ The whereabouts of the Depositor becomes unknown due to Depositor's failure to notify SMBC Trust Bank of changes in the address of the Depositor or any other causes attributable to the Depositor.
- (2) If any of the following events occur with respect to the Depositor and the event is not cured within three (3) days from the notice thereof by SMBC Trust Bank, the entire Deposit, including the currency option transactions contained in the Deposit, shall be immediately terminated.

In such case, SMBC Trust Bank may, without any prior notice to the Depositor, liquidate the above-mentioned transactions and deduct from the amount of the principal and interest of the Deposit a liquidated amount payable by the Depositor to SMBC Trust Bank.

- ① The Depositor fails to pay any portion of its obligations owed to SMBC Trust Bank when due.
- ② The Depositor is in breach of any of the terms and conditions of any Agreement entered into by it with SMBC Trust Bank.
- ③ Other than the foregoing, there exists a reasonable cause which necessitates the preservation of the rights of SMBC Trust Bank.

## 7. Strike Price

### (1) Spot Price

The Spot Price that determines the Strike Price as specified in item (2) below and that is compared with the Strike Price as specified in item (3) below is determined by SMBC Trust Bank at the time of making the deposit for (2) below and at the timing pre-defined by SMBC Trust Bank for (3) below based on the exchange rate quoted in the interbank market.

### (2) Determination of Strike Price

The Depositor will set "Strike Price", which will be applied for conversion to the Counter Currency, either by 1) specifying the price itself OR 2) specifying the "Differential" that is the difference between the Spot Price at the time of deposit and the Strike Price.

Both Strike Price and Differential can be set within the range determined by SMBC Trust Bank at the time of deposit.

Strike Price can be set only by specifying the Differential at specific channels.

(3) Application of Strike Price

① Deposit in Japanese Yen

The principal of the Deposit will be converted into the Counter Currency as of the Maturity Date if the Spot Price of Counter Currency against Yen as of 3:00 p.m., Tokyo time on the Maturity Date indicates Yen appreciation equal to or beyond the Strike Price, or will remain in Yen on the Maturity Date if the Spot Price of Counter Currency against Yen as of the same time indicates Yen depreciation beyond the Strike Price, and then will be credited into the PRESTIA MultiMoney savings account of the respective currency.

The interest of the Deposit will remain in Yen regardless of whether or not currency conversion of the principal portion occurs, and will be credited into the PRESTIA MultiMoney Yen savings account.

② Deposit in Foreign Currencies

The principal of the Deposit will be converted into Yen as of the Maturity Date if the Spot Price of deposited currency against Yen as of 3:00 p.m., Tokyo time on the Maturity Date indicates Yen depreciation equal to or beyond the Strike Price, or will remain in the deposited currency on the Maturity Date if the Spot Price of deposited currency against Yen as of the same time indicates Yen appreciation beyond the Strike Price, and then will be credited into the PRESTIA MultiMoney savings account of the respective currency. The interest of the Deposit will remain in the deposited currency regardless of whether or not currency conversion of the principal portion occurs, and will be credited into the PRESTIA MultiMoney savings account of the respective currency.

③ Cross Currency Type

The principal of the Deposit will be converted into the Counter Currency as of the Maturity Date if the Spot Price as of 3:00 p.m., Tokyo time on the Maturity Date indicates Deposit Currency appreciation (Counter Currency depreciation) equal to or beyond the Strike Price, or will remain in the deposited currency on the Maturity Date if the Spot Price as of the same time indicates Deposit Currency depreciation (Counter Currency appreciation) beyond the Strike Price, and then will be credited

into the PRESTIA MultiMoney savings account of the respective currency. The interest of the Deposit will remain in the deposited currency regardless of whether or not currency conversion of the principal portion occurs, and will be credited into the PRESTIA MultiMoney savings account of the respective currency.

8. Completion of the Transaction <Deleted>

All the terms and conditions set out in PRESTIA MultiMoney Account Customer Agreement and Terms and Conditions for PRESTIA MultiMoney Account Deposit shall become effective as of October 23, 2023.

SMBC Trust Bank Ltd.

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