

## TERMS AND CONDITIONS FOR ORDER WATCH SERVICE

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

### **Article 1. Order Watch Service**

1. SMBC Trust Bank may offer a service ("Order Watch Service") to Depositor whereby SMBC Trust Bank will automatically execute a transaction on behalf of the Depositor when a designated rate is met, subject to the Transactional Agreements and Terms and Conditions for Order Watch Service.
2. SMBC Trust Bank will execute the order only when the market price is equal to exchange rate designated by Depositor ("Order Rate"). SMBC Trust Bank will not be bound by various information provider's screen Bid-Offer prices which are only indicative prices that do not necessarily reflect actual deals transacted in the market.
3. In executing orders, the ordered deposited money is converted into the alternative currency at the Customer Rate. The "Customer Rate" to be applied will be, for an order to buy foreign currency (by Depositor), the Order Rate plus applicable exchange commission, for an order to sell foreign currency (by Depositor), the Order Rate minus applicable exchange commission.
4. The funds that are converted into the alternative currency as per paragraph 3 above will be credited to the designated Savings Account.
5. Transfer of Funds is possible even when orders are placed and effective. Even though the market rate matches to your order rate, the order will not be executed and it will be expired in case of insufficient account balance.
6. An order can only be accepted by SMBC Trust Bank at Branches, by phone or by PRESTIA Online. However, there is a limitation depending on the account.  
Also, there is a limitation to the range of exchange rates where order can be placed. SMBC Trust Bank shall separately prescribe the acceptable range.

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

This service may be used only when the Depositor does not fall into any of Item 1, Item 2 or Item 3 of Article 4, Paragraph 2. If the Depositor falls into any of such Items, SMBC Trust Bank shall not provide the service to the Depositor and may restrict or suspend the service with the Depositor.

### **Article 2. Validity / Variation / Cancellation of Orders**

1. Depositor shall stipulate a time frame for which each order is valid within the maximum time frame defined by SMBC Trust Bank. In the event that Depositor specifies the time frame if as "Good till cancelled", such orders shall remain valid within time frame solely decided by SMBC Trust Bank until it has been cancelled by Depositor.
2. Depositor may vary or cancel order(s) prior to SMBC Trust Bank's execution of such order(s). Depositor shall be liable to pay for any fees, costs, damages or losses, however suffered by Depositor or any party in the event my order(s) being varied or cancelled.
3. When any of the items below applies with respect to the Depositor or his/her assets, SMBC Trust Bank is entitled to cancel order(s) placed by the Depositor without notification. SMBC Trust Bank shall not be liable except in the case of negligence on SMBC Trust Bank for any loss, damage, or costs and expenses incurred by a Depositor as a result of canceling orders by this Paragraph.
  - (i) an order or notice of provisional attachment, preservative attachment, or attachment is dispatched;
  - (ii) the Depositor becomes unable to pay his debts, or a petition is filed by or against the Depositor for bankruptcy, or for the commencement of procedures for civil rehabilitation, corporate reorganization, special liquidation, or any other similar procedures;
  - (iii) an inheritance commences;
  - (iv) Any Account Transactions of the Depositor are limited, suspended or any Account of the Depositor is terminated pursuant to Paragraph 3 of Article 10 of the General Agreement.
  - (v) When SMBC Trust Bank determines at its own discretion to cancel orders with a rational reason in addition to above items.

#### **Article 3. Execution of Orders**

1. SMBC Trust Bank shall at its absolute discretion execute order(s) upon its sole determination in terms of the appropriate time and/or the amount of the relevant currency which SMBC Trust Bank decides.
2. SMBC Trust Bank will execute the order(s) on a best effort basis and will not be held liable except in the case of negligence on SMBC Trust Bank for any damages, costs or losses suffered by Depositor or any party in the event SMBC Trust Bank has unable to execute such order(s) under certain adverse market conditions as determined by SMBC Trust Bank.
3. Depositor is fully responsible for all orders that are placed. Any damages, costs or losses resulting from any orders will be borne solely by Depositor.

#### **Article 4. Variation / Cancellation of Service**

1. SMBC Trust Bank is entitled to change, or stop this service at any time with a rational reason,

at its sole discretion. When SMBC Trust Bank determines that this service should be cancelled with a rational reason, at its sole discretion, the service agreement shall be cancelled.

2. When any of the items below applies and when it is inappropriate to continue with Transactions with the Depositor, SMBC Trust Bank shall suspend this service or, upon giving a notice to the Depositor, terminate the service.

In cases where SMBC Trust Bank terminates the service 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 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 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 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 kigyuu (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 Depositor uses Boryokudan-in etc. unjustifiably, such as for the purpose of ensuring unjustified benefits to himself/herself, his/her company or a thirdparty, 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 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.
- (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.

#### **Article 4-2. Indemnification**

In the event that SMBC Trust Bank terminates this service pursuant to Article 4, Paragraph 2, 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.

All the terms and conditions set out in Terms and Conditions for Order Watch Service shall become effective as of October 1, 2019.

SMBC Trust Bank Ltd.

BKG3615TB2104