

## AGREEMENT FOR HANDLING FUND TRANSFER INSTRUCTION BY MAIL

In the event that the Depositor makes a fund transfer instruction by mail, the Depositor shall be subject to the General Agreement and this Agreement for Fund Transfer Instruction by Mail ("Fund Transfer Agreement"). If there is any discrepancy between the General Agreement and the Fund Transfer Agreement, the latter shall prevail.

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

1. Subject to the terms and conditions set forth in this Agreement, the Depositor may, upon giving SMBC Trust Bank an instruction to be delivered by mail, by delivery services provided by private companies, or by an agent (an "Instruction"), request that SMBC Trust Bank transfer funds (a "Fund Transfer") from the Depositor's Account. The Depositor shall affix to an Instruction the signature or seal registered with SMBC Trust Bank in advance. In the event that SMBC Trust Bank deems it necessary to confirm an Instruction by telephone, SMBC Trust Bank will effect the relevant Fund Transfer after SMBC Trust Bank contacts the Depositor at his/her telephone number registered with SMBC Trust Bank and verifies personal identity, and confirms the Instruction. In the event that SMBC Trust Bank tries to confirm by telephone but fails to complete such confirmation, SMBC Trust Bank shall not effect, and shall return to the Depositor, the Instruction. The Depositor shall make an Instruction in such a form as SMBC Trust Bank shall use as its standard form or otherwise admits, and specify thereon;

(1) the date of the Instruction, (2) the amount and currency of payment, (3) the method of the Fund Transfer, (4) the Account number to which the funds are to be debited, (5) the name and address of the bank to receive the funds, (6) the name and account number of the transferee and (7) the name of the applicant for the Fund Transfer, the address and telephone number of the applicant, the type of commission to the banks concerned, and other items which SMBC Trust Bank shall prescribe.

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. SMBC Trust Bank may reject any such inquiry made after said three-month period.

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

The transfer may be requested only when the Depositor does not fall into either Item 1 or Item 2 of Article 6. If the Depositor falls into any of such Items, SMBC Trust Bank may refuse the request for transfer and restrict or suspend fund transfer transactions with the Depositor.

2. The Depositor hereby agrees that SMBC Trust Bank shall, in respect of each Fund Transfer, withdraw and receive from the Account from which the Fund Transfer is effected, reasonable costs incurred by it for the Fund Transfer and the expenses and charges that SMBC Trust Bank shall prescribe.
3. In case a Fund Transfer is to be effected in a foreign currency, SMBC Trust Bank may convert the fund SMBC Trust Bank receives from the Depositor to that foreign currency at SMBC Trust Bank's telegraphic transfer selling rate applicable to customers as of the date of such receipt. SMBC Trust Bank's statement of such conversion shall be binding on the Depositor. However, in the event that SMBC Trust Bank is unable to make use of a confirmed selling rate of the currency to be transferred, SMBC Trust Bank shall adopt a provisional rate which shall be subject to final confirmation from the country where the payment is effected. In such case, SMBC Trust Bank may make necessary adjustments such as requesting additional payment from the Depositor, or reimbursing the Depositor, as the case may be. In case a Fund Transfer is to be effected in a currency other than that of the country from which the Fund Transfer is effected, SMBC Trust Bank shall, unless the transferee receives the funds in any other currency pursuant to an agreement with a bank making the payment or transacting with the transferee, effect the Fund Transfer in the currency by applying the selling rate of said bank available upon payment in New York (in case the payment is made in US Dollars) or London (in case the payment is made in Sterling Pounds or Euro). SMBC Trust Bank shall not be held responsible except in the case

of negligence on SMBC Trust Bank for errors, delays, or failure to effect a Fund Transfer or any other consequence arising from any cause beyond its reasonable control. A Telegraphic Fund Transfer shall be effected in explicit language, code or encryption. In the event that the Depositor requests cancellation of a Fund Transfer, SMBC Trust Bank shall do so after it confirms the validity of said cancellation in such a manner as SMBC Trust Bank shall prescribe and, if the funds have already been converted into a foreign currency, SMBC Trust Bank may refund them after deducting SMBC Trust Bank's and a correspondent bank's costs and expenses to be calculated based on the buying rate of SMBC Trust Bank or said bank.

4. It is the Depositor's responsibility to ensure the security of secrets in an Instruction and proper delivery to SMBC Trust Bank of an Instruction. SMBC Trust Bank shall not be liable for any loss or damage, or costs and expenses, incurred by the Depositor or any third party in connection with: (1) forgery or alteration of an Instruction, an Instruction made by an unauthorized person or by a person exceeding his/her authority, or use of an Instruction based on a fraudulent act or any other unjust act; (2) SMBC Trust Bank's action based on an Instruction that contains irregularities, or incomplete or inaccurate information; (3) errors, delays or other matters relating to the delivery of an Instruction; (4) failure or delay in SMBC Trust Bank's effecting an Instruction due to any cause beyond SMBC Trust Bank's reasonable control; (5) failure to effect an Instruction based on SMBC Trust Bank's reasonable decision that it would violate an applicable law to do so; or (6) loss, damage or costs and expenses incurred by the termination of the Agreement for Fund Transfer by SMBC Trust Bank pursuant to Paragraph 6. SMBC Trust Bank may deem as invalid and ineffective any of those matters specified in an Instruction that fall within any of the foregoing (1) through (6).
5. In the event that SMBC Trust Bank determines that the services to be provided pursuant to this Agreement would violate any provision of SMBC Trust Bank's internal audit and credit rules, etc., SMBC Trust Bank may, upon written notice to the Depositor or notice given in an appropriate manner, terminate its provision of the Fund Transfer to be effected pursuant to an Instruction.
6. When any of the items below applies and when it is inappropriate to continue with Transactions with the Depositor, SMBC Trust Bank may refuse to accept the request for fund transfer or, upon giving a notice to the Depositor, terminate the fund transfer service. In cases where SMBC Trust Bank terminates the fund transfer 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 fund transfer 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) 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 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 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.
- (ii) 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.
7. In cases other than those set forth in the preceding paragraph, the Fund Transfer shall be cancelled when SMBC Trust Bank determines, at its own discretion, that the service should be cancelled with a rational reason.

All the terms and conditions set out in Agreement for Handling Fund Transfer Instruction by Mail shall become effective as of May 17, 2021.

SMBC Trust Bank Ltd.  
規約 08(英)2105