

TERMS AND CONDITIONS FOR TRANSFERS (OVERSEAS REMITTANCES)

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

1. Scope of Application

SMBC Trust Bank will effect overseas remittance transactions as set out below to be requested by a form of request or telephone for overseas remittance subject to these Terms and Conditions for Transfer (Overseas Remittance).

- ① Overseas remittances of funds.
- ② Remittances of funds denominated in a foreign currency to a recipient's account held by a Branch or with another financial institution in Japan.
- ③ Transactions between a (non-) resident and a non-resident subject to foreign exchange laws on the remittance of funds in Yen to the recipient's account held by a Branch or another financial institution in Japan.
- ④ Transactions similar to any of the preceding transactions.

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

The transfer may be requested only when the applicant does not fall into either Item 1 or Item 2 of Article 4, Paragraph 4. If the applicant falls into any of such Items, SMBC Trust Bank shall refuse the request for transfer and may restrict or suspend fund transfer transactions with the applicant.

2. Definitions

The terms used in these Terms and Conditions for Transfer shall be defined as follows:

- ① Overseas Remittances of Funds
An Overseas Remittance of Funds shall mean a transaction set forth below as SMBC Trust Bank shall effect.
 - a) To transmit a Payment Order to a Bank Concerned in order to entrust said bank with the remittance of a fixed amount of funds to a deposit account of the recipient held with the head office or an overseas branch of SMBC Trust Bank, or another overseas financial institution as designated by the applicant for the remittance (direct deposit).
 - b) To issue an applicant for remittance a demand draft specifying overseas financial institution as the payer and the person designated by the applicant as the payee.

② Payment Order

A Payment Order shall mean an instruction which SMBC Trust Bank shall, at the request of an applicant for the remittance of funds, issue to a Bank Concerned in order to request that a fixed amount of funds be made available for the recipient's disposal.

③ Paying Bank

A Payment Bank shall mean a financial institution that either deposits remitted funds into the recipient's account or pays the same to the recipient.

④ Bank Concerned

Banks Concerned shall mean a Paying Bank, and other financial institutions which conduct:

- a) itself as the intermediary of a Payment Order; or
- b) the settlement of fund remittances between banks.

3. Application for Remittance

(1) SMBC Trust Bank shall handle requests to transfer funds in accordance with the following.

- ① Requests to transfer funds at a branch counter and by telephone are accepted during service hours as specified by SMBC Trust Bank.
- ② SMBC Trust Bank shall accept a transfer request filed at any place other than a branch counter only during said service hours, and within the limit that SMBC Trust Bank shall prescribe.
- ③ Notwithstanding the preceding two paragraphs, in the event that SMBC Trust Bank accepts a transfer request after the service hours prescribed by SMBC Trust Bank end, or on a day which is not a Business Day, SMBC Trust Bank shall transmit a Payment Order on the next succeeding Business Day.
- ④ Applicants requesting remittances shall use the overseas remittance request forms approved by SMBC Trust Bank, or the request forms, etc. for registering information in advance using methods prescribed by SMBC Trust Bank, correctly enter the type of transfer, the method of payment, the name of the bank receiving the transfer, the name of said bank's branch and address, the name of the recipient, the recipient's account number, the address and telephone number of the recipient, the amount of the transfer, the names of the applicant and the person sending the funds, the address and telephone number of the applicant, the party bearing the commission payable to SMBC Trust Bank concerned, and other such items as SMBC Trust Bank shall require from the applicant. After entering these details, the applicant shall sign and/or affix his/her printed name and seal to the form and submit it to SMBC Trust Bank. The applicant must be the person sending the funds. SMBC Trust Bank will not accept overseas

- remittances requests on behalf of third-parties (individuals or entities).
- ⑤ SMBC Trust Bank shall treat the matters listed in the overseas remittance requests noted in the previous item or the matters given as instructions by telephone as the content of the request.
 - ⑥ SMBC Trust Bank will confirm the applicant's occupation and purpose of the transfer if required according to the Act on Prevention of Transfer of Criminal Proceeds or other laws.
- (2) When receiving transfer requests, SMBC Trust Bank is required by foreign exchange laws and regulations to verify certain matters. Applicants for overseas remittances shall take the steps set forth below.
- ① Enter the purpose of the transfer and other prescribed details on the overseas remittance request form, or state the purpose of the remittance verbally in the case of a remittance request by telephone.
 - ② Except for cases where funds are transferred from the account of an applicant whose personal identity SMBC Trust Bank shall have verified via official documents prescribed by the Bank, any other applicant shall fill in required matters on such a form of notice prescribed by SMBC Trust Bank and shall submit it to the Bank.
 - ③ Except for cases where funds are transferred from the account of an applicant whose personal identity SMBC Trust Bank shall have verified via official documents prescribed by SMBC Trust Bank, the applicant shall submit identification documents etc. with which SMBC Trust Bank can verify the applicant's name, address, and individual number.
 - ④ For a transaction that requires permission, etc., the applicant shall present or submit to SMBC Trust Bank a document certifying such permission, etc.
- (3) In order to achieve the purpose of laws on the prevention of money laundering and terrorist financing, SMBC Trust Bank may ask the remittance applicant to provide documents which certify the source of the remittance funds, when receiving remittance requests.
- (4) Any person applying to SMBC Trust Bank for a fund remittance shall pay to SMBC Trust Bank the funds to be remitted and such charges for remittance as SMBC Trust Bank shall prescribe, bank charges payable to the Banks Concerned, and all other charges and commissions required in relation to this transaction (the "Remittance Funds, etc."). SMBC Trust Bank will not accept checks or other Instruments, etc. as the Remittance Funds, etc.

4. Execution and Termination, etc. of Remittance Agreements

- (1) A remittance agreement shall come into force when SMBC Trust Bank accepts an application for fund remittance and receives the Remittance Funds, etc.

- (2) In the event that a remittance agreement at a branch comes into force, SMBC Trust Bank shall provide the applicant with a statement of overseas remittance, etc. For remittance checks, SMBC Trust Bank shall also issue a remittance check. The applicant shall keep said statement in his/her custody because SMBC Trust Bank may request the applicant to submit said statement to SMBC Trust Bank later in cases such as a cancellation of remittance. When a remittance agreement is established by telephone, SMBC Trust Bank shall list the details on a transaction statement specified by SMBC Trust Bank. In the event that the Depositor receives 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 said statement. SMBC Trust Bank may reject any such inquiry made after said three-month period. "AGREEMENT FOR HANDLING FUND TRANSFER INSTRUCTION BY MAIL" is applied to the remittance instructions by the mail.
- (3) Even after a remittance agreement comes into force pursuant to Paragraph 1 hereof, SMBC Trust Bank may terminate said agreement in the event that, before SMBC Trust Bank transmits a Payment Instruction to a Bank Concerned or provides the applicant with a demand draft,
- (i) the remittance is in violation of the Foreign Exchange and Foreign Trade Act, regulations issued by the Office of Foreign Assets Control of the U.S. Department of the Treasury, or other Japanese or foreign regulations on overseas remittances such as being subject to an emergency termination or transaction, etc., (ii) war or civil war has broken out or the Banks Concerned have undergone an asset freeze or a suspension of payments, etc., or any of those events is likely to occur, (iii) a rational reason exists, such as that the remittance is related to a criminal or unlawful act, and (iv) in addition to the events mentioned above, SMBC Trust Bank determines with a rational reason, at its own discretion, that the said agreement should be terminated. In such case, SMBC Trust Bank shall not be held liable for any damage or loss incurred by the applicant in connection with the termination of said agreement.
- (4) When any of the items below applies and when it is inappropriate to execute the remittance requested by the applicant SMBC Trust Bank shall refuse the request for remittance or, upon giving a notice to the applicant terminate the remittance agreement. In cases where SMBC Trust Bank terminates the remittance agreement by notice, if SMBC Trust Bank sends a notice of termination to the name and address that the applicant has reported to SMBC Trust Bank, such notice shall be deemed to arrive at the applicant at the time when delivery would normally occur, and the remittance agreement will be terminated at the time, regardless of whether notice is delayed or is not delivered due to the fault of the applicant.

- (i) When it has become clear that the applicant made false statements with regard to representations and warranties at the time of application for account opening.
- (ii) In case the applicant 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 applicant uses Boryokudan-in etc. unjustifiably, such as for the purpose of ensuring unjustified benefits to himself/herself, his/her company or a third-party, or for the purpose of inflicting harm to a thirdparty;
 - D. To have a relationship in which it is deemed that the applicant 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 applicant 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.
- (5) In the case of termination of a remittance agreement as provided in the preceding paragraph, SMBC Trust Bank shall return to the applicant the Funds for Remittance, and the applicant shall affix his signature or seal/printed name to a form of receipt, etc. as SMBC Trust Bank shall prescribe by use of said signature or seal as he/she has used for an application for overseas remittance, and submit to SMBC Trust Bank said receipt together with a statement of overseas remittance as provided in Section 2. In such case, SMBC Trust Bank may request the applicant to produce the material necessary for verification of personal identity or to designate a guarantor in writing.
- (6) In the event that SMBC Trust Bank verifies the signature or seal used for the fund receipt, etc. with those used for the application for foreign remittance with reasonable care and returns to the applicant the Remittance Funds, etc., SMBC Trust Bank shall not be held liable for any loss or damage incurred by the applicant in connection with said return.
- (7) In the event that SMBC Trust Bank terminates Account Transactions pursuant to Paragraph 4, the Applicant 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 Applicant in connection with the termination.

5. Transmission of Payment Orders, Etc.

- (1) When a remittance consignment agreement is concluded, SMBC Trust Bank shall transmit the Payment Order without delay to the Banks Concerned or issue a demand draft to the remittance applicant, based on the contents of the remittance application form, except for the cancellations defined in preceding Paragraph 3, Article 4.
- (2) SMBC Trust Bank shall notify information listed below in whole or in part by describing in the

Payment Orders to the Bank Concerned, when executing overseas remittance transactions in compliance with the laws, regulations, advice, customary practices of Japan and the nations concerned, the procedures prescribed by the Bank Concerned, and requirements for the methods of delivery used for overseas remittances. SMBC Trust Bank shall notify information at the request of the Bank Concerned for executing overseas remittance transactions. The information may be notified to the beneficiary by the Bank Concerned.

- ① Information listed in the overseas remittance request form.
 - ② Applicants' account number, address, transaction number, and other information which identifies the applicant.
 - ③ Beneficiary's account number, address, and other information which identifies the beneficiary.
- (3) SMBC Trust Bank shall choose both an appropriate means to transmit the Payment Order and the Bank Concerned, unless specified otherwise by the remittance applicant.
- (4) In the event of any of the cases stated below, SMBC Trust Bank may choose a Bank Concerned that it considers appropriate without using the Bank Concerned specified by the remittance applicant. In this case, SMBC Trust Bank shall inform the remittance applicant of the change in bank without delay.
- ① When SMBC Trust Bank recognizes that it is impossible to follow an instruction specified by the remittance applicant.
 - ② When SMBC Trust Bank recognizes that the remittance applicant shall bear an excessive cost or that the remittance will be delayed if SMBC Trust Bank follows an instruction specified by the remittance applicant, and when SMBC Trust Bank considers a different bank concerned to be appropriate.
- (5) SMBC Trust Bank shall not be held responsible for any loss caused by its handling of the situations defined in the preceding three paragraphs except in the case of negligence on SMBC Trust Bank.

6. Charges and Commissions

- (1) SMBC Trust Bank shall charge the remittance applicant a prescribed remittance charge, bank charges for the Banks Concerned, and any other service charges and commissions required for this transaction when SMBC Trust Bank accepts the remittance. In addition, SMBC Trust Bank may later charge the remittance applicant additional charges and commissions for the Banks Concerned. In the event that said charges and commissions for the Banks Concerned shall have been deducted from the amount to be remitted, notwithstanding the fact that SMBC Trust Bank receives a request from the remittance applicant advising that he/she will bear these charges and commissions and transmits a

remittance instruction indicating this, SMBC Trust Bank shall not be held liable for said deduction.

- (2) SMBC Trust Bank shall charge the remittance applicant as below, the charges and commissions prescribed by SMBC Trust Bank and the Banks Concerned when accepting an inquiry, amendment, and/or reverse transfer from the remittance applicant. In this case, SMBC Trust Bank shall not return any charges and commissions as defined in the preceding paragraph. In addition, SMBC Trust Bank may later charge the remittance applicant charges and commissions for the Banks Concerned.
 - ① Inquiry charges;
 - ② Amendment charges;
 - ③ Reverse transfer charges;
 - ④ Telegram charges and postal fees;
 - ⑤ Other charges and commissions accrued in relation to balance inquiries, amendments, and reverse transfers.

7. Foreign Exchange Rates

- (1) SMBC Trust Bank shall apply the prescribed exchange rate at the time of execution of calculation by SMBC Trust Bank to the Remittance Funds when the currency of the remittance funds received is different from the currency used for remittance, except for the case where the futures foreign exchange rate transaction agreement shall have been concluded between SMBC Trust Bank and the remittance applicant.
- (2) SMBC Trust Bank shall apply the prescribed exchange rate at the time of execution of calculation by SMBC Trust Bank to the Remittance Funds, etc., or to the refund defined in Article 4 Paragraph 4, Article 9 Paragraph 3, and Article 11 Paragraph 1 Item 3 of these Terms and Conditions when SMBC Trust Bank returns to the remittance applicant the funds or refund in a currency different from the currency used for the remittance, except for the case where the futures foreign exchange rate transaction agreement shall have been concluded between SMBC Trust Bank and the remittance applicant.

8. Payment Currency for Recipients

When a remittance applicant applies for a remittance in either of the below situations, the recipient may receive the remittance in a currency different from the currency specified by the remittance applicant. In this case, SMBC Trust Bank shall abide by the laws, regulations, and customary practices of the nations concerned, and the procedures prescribed by the Banks Concerned, in deciding the payment currency, exchange rate, and charges, etc.

- ① A currency different from the prevailing currency of the nation where the Payment Bank

is located.

- ② A currency different from the currency of the recipient's account.

9. Inquiries regarding Transaction Contents, etc.

- (1) A remittance applicant may ask the handling Branch or the telephone center for remittance transaction details when the remittance applicant finds that the recipient has not received the remittance funds in due time, or when the applicant has other doubts or questions regarding the transaction. In this case, SMBC Trust Bank shall investigate the remittance by, for example, inquiring with the Banks Concerned, and shall inform the remittance applicant of the result.

SMBC Trust Bank may, upon receipt of an inquiry, etc., ask the remittance applicant to submit an inquiry application for prescribed by SMBC Trust Bank.

- (2) When a Bank Concerned inquires about a Payment Order transmitted by SMBC Trust Bank or a demand draft issued by SMBC Trust Bank, SMBC Trust Bank may inquire of the remittance applicant the contents of the remittance application. The remittance applicant shall respond to the inquiry without delay. In case the remittance applicant does not reply within a reasonable period of time or makes an inappropriate reply to the inquiry, SMBC Trust Bank shall not be held responsible for any loss caused by the inappropriate reply or non-reply.
- (3) When SMBC Trust Bank discovers the failure of a transaction involving a Payment Order transmitted by SMBC Trust Bank or a demand draft issued by SMBC Trust Bank due to rejection by the Bank Concerned of the Payment Order or for any other reason, SMBC Trust Bank shall inform the remittance applicant of said transaction failure without delay. SMBC Trust Bank shall return to the remittance applicant the refund for the remittance without delay when it receives the refund from the Bank Concerned. In this case, the remittance applicant is required to proceed with the procedures prescribed by SMBC Trust Bank in accordance with the provision for reverse transfer defined in Article 11.

10. Changes in Application Contents

- (1) When a remittance applicant intends to amend the contents of a remittance consignment agreement already concluded, the applicant shall proceed with the procedures stated below at a counter of the handling Branch. However, when the remittance applicant intends to amend the amount of the remittance, the procedures for reverse transfer defined in the next article shall apply to the amendment.
 - ① A remittance applicant who intends to amend the content of a remittance shall sign and/or seal an amendment application form prescribed by SMBC Trust Bank with the

same signature and/or seal used in the foreign remittance application form, and produce it together with the statement of foreign remittance, etc. defined in Article 4 Paragraph 2 hereof. In this case, SMBC Trust Bank may ask the applicant to either produce an identification document prescribed by SMBC Trust Bank or designate a guarantor in writing. When a demand draft has been issued to the remittance applicant, the applicant shall submit that demand draft to SMBC Trust Bank.

- ② When SMBC Trust Bank accepts an amendment application, SMBC Trust Bank shall take the steps necessary for the amendment without delay, such as transmitting an amendment order, according to the contents of the amendment application form via such transmission means and such Banks Concerned as SMBC Trust Bank considers as appropriate, such as transmitting an amendment order.
- (2) In handling the amendment application form defined in the preceding paragraph, the provisions of Article 4 Paragraph 5 hereof shall apply correspondingly. SMBC Trust Bank shall not be held responsible for any loss caused by its handling of the situation defined in the preceding Paragraph ②.
- (3) Amendments defined in this Article may not be allowed due to rejection by a Bank Concerned, restrictions by the relevant laws and regulations, or measures taken by the government or court or other public bodies. In case the applicant intends to reverse the transfer because an amendment is not allowed, the applicant shall proceed with the procedures defined in the following Article.

11. Reversed Transfers

- (1) When a remittance applicant withdraws an application after the remittance consignment agreement has been concluded, the applicant shall proceed with the reverse transfer procedures described below at a counter of the remittance-handling Branch.
 - ① The applicant shall sign and/or affix his seal to a reverse transfer application form prescribed by SMBC Trust Bank, with the same signature and/or seal used on the foreign remittance application form, and submit it together with the statement of foreign remittance, etc. defined in Paragraph 2 of Article 4 to SMBC Trust Bank. SMBC Trust Bank may ask the applicant to either produce an identification document prescribed by SMBC Trust Bank or designate a guarantor in writing. When a remittance check has been issued to the remittance applicant, the applicant shall submit said demand draft to SMBC Trust Bank.
 - ② When SMBC Trust Bank accepts an application for reverse transfer, the bank shall take the steps necessary for the reverse transfer without delay according to the content of the reverse transfer application form, via such transmission means and such Banks

Concerned as SMBC Trust Bank considers appropriate.

- ③ When SMBC Trust Bank receives the refund for the remittance from the Bank Concerned that accepted the reverse transfer, SMBC Trust Bank shall return the refund to applicant without delay. In this case, the applicant shall sign and/or affix his seal to a receipt prescribed by SMBC Trust Bank, with the same signature and/or seal used on the foreign remittance application form, and submit the receipt to SMBC Trust Bank. SMBC Trust Bank may ask the applicant to either produce an identification document prescribed by SMBC Trust Bank or designate a guarantor in writing.
- (2) The provisions for Transfer in Paragraph 5 of Article 4 hereof shall apply to the handling of reverse transfer application forms and to the handling of receipts for refund. SMBC Trust Bank shall not be held responsible for any loss caused by the handling defined in Item 2 of the preceding paragraph.
- (3) SMBC Trust Bank may refuse a reverse transfer request due to the refusal of the Bank Concerned, restrictions by the laws or regulations, or measures taken by the government, a court or other public bodies, etc.

12. Contact Address for Notices and Inquiries

- (1) When SMBC Trust Bank notifies a remittance applicant of a transaction or inquires about a transaction from the remittance applicant, SMBC Trust Bank shall use the address and telephone number entered on the foreign remittance application form as the contact address.
- (2) SMBC Trust Bank shall not be held responsible for any loss caused by failure of notice or inquiry due to the imperfect entry of a contact address or telephone number, or due to the non-establishment of a telephone connection.

13. Release from Responsibility for Disasters, etc.

SMBC Trust Bank shall not be held responsible for any of the following losses:

- ① Loss caused by a disaster, incident, war, accident during transportation, legal restriction, or any measure taken by the government or court or other public bodies concerned, or any other unavoidable circumstances;
- ② Loss caused by trouble with terminals, telecommunications lines, computers, etc. or by deformed characters in a telegram due to such technical trouble, or by any errors or omissions, etc. in spite of the considerable security measures that SMBC Trust Bank has implemented;
- ③ Loss for which a Bank Concerned handles the transaction in compliance with customary practices in the nation where the bank is located, or in compliance with the

handling procedures prescribed by the Bank Concerned; or loss for which a Bank Concerned, other than the head office and the branches of SMBC Trust Bank, is responsible;

- ④ Loss for which the remittance applicant is responsible, such as an incorrect recipient name;
- ⑤ Loss caused in relation to the remittance applicant's message to the recipient;
- ⑥ Loss caused by a causal relationship between the remittance applicant and the recipient or a third party; or
- ⑦ Loss for which SMBC Trust Bank is not responsible.

14. No Transfer or Pledge

The remittance applicant's rights to a transaction under the Terms and Conditions for Transfer (Overseas Remittance) shall be neither transferred nor pledged.

15. Application of the Terms and Conditions for Deposit

When a remittance applicant applies for a remittance by transferring the Funds for Remittance, etc. from his/her Account, the relevant terms and conditions for deposit shall apply to the withdrawal of funds from said Account.

16. Compliance with Laws and Regulations, etc.

Any and all laws and regulations, orders, and restrictions, etc. based thereon which supersede the Terms and Conditions for Transfers (Overseas Remittances) shall apply irrespective of the Terms and Conditions for Transfers (Overseas Remittances). Matters not defined in the Terms and Conditions for Transfers (Overseas Remittances) shall be handled in accordance with the laws, regulations, and customary practices of Japan and other nations concerned, and the procedures prescribed by the Banks Concerned.

17. Discrepancies

If there is any discrepancy between the Japanese and English versions of the Terms and Conditions for Transfer (Overseas Remittance), the Japanese version shall prevail.

All the terms and conditions set out in Terms and Conditions for Transfers (Overseas Remittances) shall become effective as of May 17, 2021.

SMBC Trust Bank Ltd.
規約 05(英)2105