

## YEN CHECKING ACCOUNT CUSTOMER AGREEMENT

Any Checking Account Transaction (a "Checking Transaction") shall be subject to the General Agreement and this YEN Checking Account Customer Agreement (the "Account Agreement"). If there is any discrepancy between the General Agreement and the Account Agreement, the latter shall prevail.

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

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

The Depositor may make deposits in Yen only. The minimum deposit required for the opening of a Yen Checking Account shall be not less than JPY100,000.

### **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 10, Paragraph 1. If the Depositor falls into any of such Items, SMBC Trust Bank shall not open an account for the Depositor and may restrict or suspend Account Transactions with the Depositor,

### **Article 2. Deposits and Withdrawals, Etc.**

1. The Depositor may make deposits by means of fund transfers between Accounts held at any Branch. However, SMBC Trust Bank shall accept deposits made in cash, travellers checks, checks, etc. only at Branches that handle each such business. Deposits made by use of cash cards through an ATM of an associated financial institution that conducts the business of deposits shall be subject to the "Terms & Conditions for SMBC Trust Bank Banking Card" which SMBC Trust Bank shall prescribe.
2. Withdrawals are made at the SMBC Trust Bank branch handling the withdrawals, or in the case of an individual holding a cash card, by withdrawal from an ATM affiliated with the SMBC Trust Bank, or by transfer to another account by telephone, PRESTIA Online, PRESTIA Mobile, or by any other means, and shall in any event be subject to the following provisions.
  - (1) In the case of a request for withdrawal at a Branch counter, SMBC Trust Bank shall accept said request only when such seal or signature as is placed on the check or withdrawal request form corresponds with such seal or signature as is registered with SMBC Trust Bank, or that the personal identification number inputted into PIN PAD of SMBC Trust Bank corresponds with the personal identification number registered with

SMBC Trust Bank (the "PIN").

- (2) In the case of a request for withdrawal made through an ATM, SMBC Trust Bank shall accept said request only in the event that the personal identification number used for operation of the ATM corresponds with the PIN. Withdrawals made by use of a cash card shall be subject to the "Terms & Conditions for SMBC Trust Bank Banking Card" which SMBC Trust Bank shall prescribe.
  - (3) In the case of a request for withdrawal made by telephone, SMBC Trust Bank shall accept said request only when the personal identification number inputted by telephone corresponds with the personal identification number registered with SMBC Trust Bank (the "T-PIN"), or when SMBC Trust Bank completes verification of personal identity in such a manner as SMBC Trust Bank shall prescribe. In such case, SMBC Trust Bank may omit requesting the presentation of a check.
  - (4) SMBC Trust Bank may accept a request for withdrawal through PRESTIA Online or PRESTIA Mobile only when inputted User ID and Password correspond with the User ID and Password registered with SMBC Trust Bank for PRESTIA Online and PRESTIA Mobile, respectively. In such a case, SMBC Trust Bank may omit requesting the Depositor to submit to SMBC Trust Bank a withdrawal request form or a check, etc.
3. No promissory note shall be issued in respect of a Yen Checking Account.
  4. If any fund transfer is made to a Yen Checking Account through a Branch or another financial institution, SMBC Trust Bank shall not make any amount from such funds available for withdrawal until SMBC Trust Bank completes the procedure of the crediting of said fund to said Account.
  5. If a check is presented to SMBC Trust Bank for payment through a Clearing House, the balance of the Yen Checking Account at 3:00 p.m. on that day shall be deemed the funds available for payment.

### **Article 3. Interest on Deposit**

No interest shall accrue on deposits held in a Yen Checking Account.

### **Article 4. Overdrawn Account**

1. Notwithstanding Article 6 of the General Agreement, in the event that SMBC Trust Bank at its discretion permits withdrawal exceeding the maximum permitted amount of withdrawal, the Depositor shall forthwith repay said excess (the "Excess") amount upon SMBC Trust Bank's demand.
2. The penalty interest rate applicable to the Excess shall be fourteen percent (14%) per annum, and the interest shall be calculated in such a manner as SMBC Trust Bank shall

prescribe.

3. Any amount deposited or transferred to a Yen Checking Account, after SMBC Trust Bank permits a withdrawal as described in Paragraph 1 of this Article 4, shall be applied to cover the Excess.
4. In the event that either the Excess or the penalty interest provided for in Paragraph 2 of this Article 4 is not paid, SMBC Trust Bank may set off the same against any deposit or other obligation of SMBC Trust Bank owed to the Depositor regardless of the maturity date of said deposit or obligation.
5. In the event that there is any Excess, SMBC Trust Bank shall treat any Instruments, etc. deposited or transferred into a Yen Checking Account as the security for the Excess.

#### **Article 5. Checks with Certain Omissions**

1. SMBC Trust Bank may, from time to time, without notifying the Depositor pay checks presented to SMBC Trust Bank that omit the date of drawing.
2. SMBC Trust Bank shall not be held 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 SMBC Trust Bank's actions as set out in the preceding Paragraph 1.

#### **Article 6. Treatment of Crossed Checks**

In the event that a crossed check is presented, SMBC Trust Bank may pay the check to the bearer if the signature or seal on its reverse side corresponds with the seal or signature registered with SMBC Trust Bank. SMBC Trust Bank shall not be liable except in the case of negligence on SMBC Trust Bank for any loss arising from said payment under Paragraph 5 of Article 38 of the Law on Checks. In the event that SMBC Trust Bank pays damages to a third party in relation to said payment, SMBC Trust Bank may request the Depositor to reimburse the damages.

#### **Article 7. Stop Payment Orders**

1. The Depositor may request SMBC Trust Bank to stop payment on a check by submitting to SMBC Trust Bank such a form of document as SMBC Trust Bank shall prescribe.
2. SMBC Trust Bank shall not be held liable in any respect for any check drawn on the Depositor that is presented to SMBC Trust Bank after it receives a stop payment instruction from the Depositor.

#### **Article 8. Presented Checks after Termination**

SMBC Trust Bank shall not be held liable in any respect for any check drawn on the

Depositor that is presented to SMBC Trust Bank after termination of a Yen Checking Account.

**Article 9. Registration with Personal Credit Information Center**

In the event that any of the events set forth below occurs in respect of the Depositor, SMBC Trust Bank may have said event registered with the Personal Credit Information Center operated by the Bankers Association for five (5) years (or six (6) months in the case of (3) below), and a member of the Personal Credit Information Center and/or a member of its associated personal credit information agencies may use said information for the purpose of member's own transactional decisions.

- (1) The termination of the Depositor's Yen Checking Account by virtue of attachments, provisional attachments, suspension of payments, bankruptcy, or any other events bearing a negative impact on the Depositor's credit.
- (2) The Depositor becomes subject to the suspension of transactions by the Clearing House.
- (3) The Depositor is listed on the "dishonored checks list" issued by the Clearing House.

**Article 10. 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 Yen Checking 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 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.
- (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.
2. In addition to the preceding paragraph, SMBC Trust Bank may, at its own discretion, terminate any Account when it determines that the Account should be terminated with a rational reason.
  3. In the event that any balance remains after an Account shall be terminated pursuant to any of the two preceding paragraphs, 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 11. Last Change Date, Etc. Pertaining to the ACT on Utilization of Dormant Deposits**

1. For this deposit, 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
- (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

**Article 12. Handling of substitute money for the dormant deposits**

1. If there is no long-term transaction for this deposit, the claim pertaining to it shall be extinguished based on the Act on Utilization of Dormant Deposits, and Depositors shall have claims for substitute money for dormant deposits against the Deposit Insurance Corporation of 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.

All the terms and conditions set out in Yen Checking Account Customer Agreement shall become effective as of October 1, 2019.

SMBC Trust Bank Ltd.

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