



## YEN SAVINGS ACCOUNT CUSTOMER AGREEMENT

Any Account Transaction arising under or relating to a Yen Savings Account shall be subject to the General Agreement and this Yen Savings Account Customer Agreement (the "Yen Account Agreement"). If there is any discrepancy between the General Agreement and the Yen 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

SMBC Trust Bank may request, upon the opening of a Yen Savings Account (a "Yen Account"), that the Depositor deposit such an amount as SMBC Trust Bank shall prescribe.

# 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 4, 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 a deposit into a Yen Account by means of a fund transfer, cash, travellers checks, checks, etc. at a Branch or other office of SMBC Trust Bank in Japan which handles said deposits. Deposits made by use of a cash card through an ATM of an associated financial institution shall be subject to the "Terms & Conditions for SMBC Trust Bank Banking Card" which SMBC Trust Bank shall prescribe.
- Withdrawals may be made at the counter of a Branch handling the business of withdrawal, by use of a cash card through an ATM of an associated financial institution, or by transfer to another Account, etc. via telephone, PRESTIA Online, PRESTIA Mobile, etc., but shall in any event be subject to the conditions set out below.
  - (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 corresponds with the seal or signature registered with SMBC Trust Bank in advance, 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) SMBC Trust Bank shall accept a request for withdrawal made through an ATM only when personal identification number (PIN) (and/or other methods to identify the

- Depositor as prescribed by the Bank) used upon such request corresponds with that registered with SMBC Trust Bank for cash card in advance.
- (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 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 (including the case where any conditions designated by SMBC Trust Bank are met). 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.

#### Article 3. Interest on Deposits

SMBC Trust Bank calculates the deposit interest according to the interest rate specified 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. SMBC Trust Bank may change the interest rate due to changes in financial circumstances, etc. Interest shall be calculated on a daily basis based on the deposit rate specified by SMBC Trust Bank.

## Article 4. 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 Savings 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;
  - 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
- In addition to the cases set forth in 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.
- 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 5. 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:
  - 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
- (5) The reasons listed in the preceding items occurred for other yen deposits based on the PRESTIA MultiMoney Account Customer Agreement: Date of the last change pertaining to other deposits

# Article 6. Handling of substitute money for the dormant deposit

- 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 a 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 Savings Account Customer Agreement shall become effective as of October 23, 2023

SMBC Trust Bank Ltd. 規約 02(英)2310