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## PowerFlex Customer Agreements

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(As of Nov. 1, 2025)

# Customer Agreements on POWERFLEX

## Common Customer Agreement on PowerFlex Transaction

### 1. PowerFlex Transactions

- (1) The PowerFlex Transaction (hereinafter referred to as this "Transaction") consists of the following transactions and services. For the avoidance of doubt, the deposit, safekeeping and other accounts to be used for this Transaction shall be referred collectively to as the "PowerFlex Account."
- (i) Yen Deposit  
The Bank shall handle yen savings deposits (hereinafter referred to as the "Yen Savings Deposit"), yen time deposits (hereinafter referred to as "Yen Time Deposit"), yen special deposits (hereinafter referred to as "Special Deposit"), yen structured deposits (the structured deposits set forth in the Customer Agreement on Structured Deposit for PowerFlex Account; hereinafter referred to as "Yen Structured Deposit"), two-week-maturity yen time deposits (hereinafter referred to as "2 Weeks Maturity Deposit") and dedicated yen deposits linked to securities (hereinafter referred to as "SBI Hyper Yokin").
  - (ii) Foreign Currency Deposit  
The Bank shall handle foreign currency savings deposits (hereinafter referred to as "Foreign Currency Savings Deposit"), foreign currency time deposits (hereinafter referred to as the "Foreign Currency Time Deposit") and foreign currency structured deposits (hereinafter referred to as "Foreign Currency Structured Deposit").
  - (iii) Financial Instruments Brokerage Services  
The Bank shall handle acceptance of applications for various transactions related to instruments subject to brokerage, such as shares, investment trusts and bonds designated by the Bank (meaning, from among the financial instruments handled by the securities company with which the Bank has formed alliance (hereinafter referred to as an "affiliated securities company"), those handled by the Bank; hereinafter referred to as "Instruments Subject to Brokerage"), such as accepting applications for purchase, sale or cancellation of instruments subject to brokerage provided by affiliated securities companies, as well as acceptance of transactions and notification incidental thereto. The Bank shall provide financial instruments brokerage services by employing affiliated securities companies as the entrusted financial instruments business operator. The Bank shall accept applications for transactions related to instruments subject to brokerage, and affiliated securities companies will accept and execute orders. All transactions related to Instruments Subject to Brokerage shall therefore be transactions between these affiliated securities companies and the customer.
  - (iv) PowerCall (Telephone Banking)  
The Bank shall handle services and transactions designated by the Bank upon the request of its customers by telephone.
  - (v) PowerDirect  
The Bank shall handle services and transactions designated by the Bank upon the request of its customers via computer terminals.
  - (vi) Cash Cards  
Designated services and transactions will be provided by the Bank via automatic teller machines (hereinafter referred to as "ATMs") through the use of cash cards issued by the Bank. If you conduct this Transaction at the head office or at any branch of the Bank, you will be requested to submit your cash card (hereinafter referred to as the "Card") to the teller.
  - (vii) Monthly Statement  
Transaction reports will be provided to its customers in the manner designated by the Bank.
- (2) This Transaction will only be provided for individual customers who are resident in Japan, and shall not include business purpose transactions.
- (3) You may not apply for, or cancel, only certain portion(s) of the transactions or services referred to in Paragraph (1) with respect to this Transaction. (Provided, however, SBI Hyper Yokin and financial instruments brokerage services are excluded.) Additionally, if the Bank agrees to a transaction with a minor customer or a customer for whom the assistance (*hojo*), curatorship (*hosa*) or guardianship (*kohken*) has commenced, (hereinafter referred to as a "Minor or Other Customer"), the Bank may request the Minor or Other Customer to undertake certain specified procedures and may then limit the transactions.
- (4) This Transaction is only available for those to whom any one of Paragraph 3, Item 1, Items 2 (a)-(f), and Items 3 (a)-(e) of Article 10 do not apply. If any of Paragraph 3, Item 1, Items 2 (a)-(f), and Items 3 (a)-(e) of Article 10 applies to you, the Bank shall refuse to open a PowerFlex account for you and undertake this Transaction.

### 2. Application

#### (1) Method of Application

- (i) When you apply for this Transaction, you are required to complete the form designated by the Bank and submit the completed form together with a personal identification document designated by the Bank. (You may apply using a Bank-designated computer terminal based on the Bank-designated method.) In principle, the Bank will treat this application as an application for all transactions and services set forth in each Item of Paragraph (1) of the preceding Article except for SBI Hyper Yokin and financial instruments brokerage services.
- (ii) In submitting an application form, you shall be required to register a personal identification number that will be necessary when you use the Card, PowerCall, PowerDirect, and other transactions and services designated by the Bank.  
If you do not voluntarily register a personal identification number by directly inputting it at the counter or by any other way, the Bank will send you by

mail a personal identification number designated by the Bank.

- (iii) For the use of PowerDirect, an exclusive password (hereinafter referred to as the "Power Direct Password") and one-time password sent to your telephone number registered with the Bank (hereinafter referred to as the "One-time Password") are necessary. You are requested to register the Power Direct Password by inputting your account number on the screen designated for PowerDirect.

As your Power Direct Password is a very important identification number, please do not disclose or otherwise make it available to others and keep it in strict confidence.

Please note that Power Direct services will be suspended if you have entered an incorrect Power Direct Password more than a specified number of times, and transactions requiring authentication with the One-time Password will be suspended if you have entered an incorrect One-time Password more than a specified number of times.

- (iv) When the Bank approves an application from a customer, the Bank will issue the designated card. If you use this Transaction at the head office or any branch of the Bank, please be sure to submit this Card. If you do not submit the Card, the Bank will accept no transaction unless the Bank authorizes it using the personal identification process designated by the Bank.
  - (v) For some transactions and services, your seal impression or signature needs to be submitted in advance through a method designated by the Bank.
- (2) Applications Must Be Made in Person
- In applying for this Transaction, you are requested to make the application personally. If any person other than the customer under whose name an application will be submitted makes an application in the capacity of agent for such customer, the Bank will accept the application only when such agent is a legal representative of the relevant customer. In such case, the Bank may request the agent to submit a confirmation document designated by the Bank, in addition to the personal identification document referred to in the first paragraph, in order to identify the agent as legal representative. Furthermore, the procedures prescribed by the Bank under the relevant laws and regulations are required to be completed by the customer.
- (3) Application by a Minor or Other Customer
- (i) When a minor customer applies for this Transaction, such customer may be requested to submit a document in the form designated by the Bank that evidences the consent of a person of parental authority.
  - (ii) When a customer for whom the assistance (*hojo*), curatorship (*hosa*) or guardianship (*kohken*) has commenced applies for this Transaction, such customer is requested to consult with a teller of the head office or at any branch of the Bank.

### 3. Handling of the Existing Accounts

If a customer having an account transferrable to this Transaction applies for migration to this Transaction, and the Bank approves the application, the Bank shall deem that the customer had agreed to the transfer to this Transaction. In such an event, the registered seal or signature specimen and the applicable customer agreements in connection with the existing account(s) shall no longer be effective prospectively.

### 4. Fees and Commissions

- (1) Account management charges and other commissions with respect to this Transaction shall be determined by the Bank separately herefrom. If the Bank revises those charges or imposes a new charge or commission, the Bank shall automatically debit it from the Yen Savings Deposits for the PowerFlex Account in such manner as designated by the Bank without asking the customer to submit the Card or a withdrawal slip. Charges and other commissions may be revised depending upon changes in the financial market conditions or other factors.
- (2) Notwithstanding the preceding Paragraph, if the Bank cannot debit such fee by reason of a balance shortage or any other reason, the Bank shall have the right to cancel the PowerFlex Account or terminate this Transaction in such manner and in accordance with such procedures as designated by the Bank.

### 5. Scope of Branches which Handle Transactions

Out of the PowerFlex Transaction referred to in Paragraph (1) of Article 1, yen deposit, foreign currency deposit and financial instruments brokerage services shall be available at the head office and branches designated by the Bank, as well as the branch which a customer deals with.

### 6. Monthly Statement

- (1) The Bank shall prepare a Monthly Statement as of the end of each calendar month and provide it in such electromagnetic form as designated by the Bank in order to confirm the fact of deposit, withdrawal, or other transactions, but shall not issue a passbook or any other such document. However, for SBI Hyper Yokin, only the balance as of the last day of each calendar month will be recorded in the Monthly Statement.
- (2) Notwithstanding the provision of the foregoing paragraph, in addition to providing the Monthly Statement in an electromagnetic form, the written Monthly Statement may be issued and mailed to a customer's registered address at such time and in such manner as prescribed by the Bank at the request of the customer or where designated by the Bank.
- (3) When the Bank issues a Monthly Statement in writing, the Bank, in principle, shall prepare and issue it as of the end of every certain number of calendar months as prescribed by the Bank (hereinafter referred to as a "Certain Period"). However, the written Monthly Statement may be prepared and issued as of the end of each month at the request of the customer or where designated by the Bank.
- (4) Notwithstanding the provisions of the two preceding paragraphs, the written Monthly Statement shall not be issued in principle if there are no transactions or if the only transactions are interest settlements on savings for a Certain Period (including the day immediately preceding a Certain Period but excluding the last day of such Certain Period). However, the Bank may prepare the written Monthly Statement describing the interest settlements at such time and in such manner as prescribed by the Bank, and may mail it to a customer's registered address at the request of the customer or where designated by the Bank.

- (5) Inquiries about the contents of the Monthly Statement must be made within one month of the date of preparation thereof, unless otherwise stipulated.
- (6) In the Monthly Statement, the order of descriptions of transactions made on the same day shall be as determined by the Bank. Transactions described in the Monthly Statement or their contents may be changed depending upon amendments to applicable laws, ordinances or regulations or changes in social circumstances.
- (7) Reissuance of the written Monthly Statement shall be requested in such manner as prescribed by the Bank, and is subject to a processing fee designated by the Bank.

#### **7. Verification of Seal Impression**

- (1) Provided that the Bank checks, with reasonable care, the seal impression (or signature specimen) used in the various application forms, notifications and other documents against the registered seal impression (or signature specimen) and finds it genuine in this Transaction, the Bank shall assume no liability for damage arising out of forgery, alteration or other incidents concerning such documents.
- (2) Where a middle name is registered with the Bank as part of the account holder's name, the middle name shall be disregarded when the Bank verifies the name entered or provided in this Transaction with the registered name. Where the first and last names are identical with the registered first and last names, the Bank shall proceed with this Transaction. In such cases, the Bank shall assume no liability for damage arising from signature forgery and any other incidents committed by third parties.

#### **8. Change in Notified Matters; Reissuance of Cash Card**

- (1) If you have lost your Card, registered seal, or cell phone having the telephone number registered with the Bank, or if there will be or has been any change in your name, address, telephone number, employer, registered seal/signature, occupation, period of stay or the expiry of the period of stay, purposes of transactions or other notified matter, please immediately notify the Bank thereof using the designated form by the Bank. If you change or have forgotten your personal identification number or forget the Power Direct Password, please contact the call center, to which you will be connected via the telephone number designated by the Bank as "PowerCall" (hereinafter referred to as the "Bank Contact Center") or notify the Bank by methods designated by the Bank. In such case, the Bank may confirm your identification by a method designated by the Bank and may request you to present a personal identification document of such type as designated by the Bank. The Bank shall not be liable for any damage incurred by you prior to the mentioned-above notification; provided, however, that requests for compensation or indemnification will be processed according to provisions separately set forth by the Bank when such requests are acknowledged to be permissible under such provisions.
- (2) If you notify the Bank of a loss as set forth in Paragraph (1) above, the Bank shall not allow each of the following services or transactions unless you have completed the designated procedures:
  - (i) Withdrawal of the Yen Savings Deposits or Foreign Currency Savings Deposits;
  - (ii) Payment of principal of, or interest on, the Yen Time Deposit or Foreign Currency Time Deposit;
  - (iii) Cancellation of this Transaction;
  - (iv) Service or transaction using the Card;
  - (v) Reissuance of the Card;
  - (vi) Other transactions designated by the Bank;
  - (vii) Withdrawal from Special Deposits;
  - (viii) Payment of principal, or interest on 2 Weeks Maturity Deposit
  - (ix) Withdrawals from SBI Hyper Yokin to Yen Savings Deposit, and
  - (x) Financial instruments brokerage services.
- (3) The Bank will receive a fee as designated by the Bank for reissuance of the Card (including, without limitation, reissuance due to defacement or other causes).
- (4) When the Bank dispatches a notice or document addressed to the name and address of a customer as notified to the Bank, the Bank shall deem it to have arrived at the time it should have usually arrived even if it is delayed or does not arrive.
- (5) If the Bank dispatches a notice or document addressed to the name and address of a customer as notified to the Bank and it is returned to the Bank as "address unknown," the Bank may stop sending the Monthly Statement and restrict this Transaction in whole or in part.

#### **9. Prohibition of Assignment and Pledging**

- (1) You may not assign, pledge or create a third party's right on, or permit or cause a third party to use, the following items or interests:
  - (i) Deposits with the Bank and any and all other rights under this Transaction;
  - (ii) Cards issued by the Bank
  - (iii) Rights of senders under transactions of funds transfer (to deposit accounts of recipients at the Bank or other financial institutions and under account transfer, etc. of recipients' accounts at securities companies.
  - (iv) Your telephone number and One-time Password registered with the Bank and others designated by the Bank
- (2) If the Bank approves a pledge for any reason that the Bank deems justifiable, the Bank shall handle it upon such terms and in such form and in accordance with such procedures, as designated by the Bank.

#### **9-2. Restriction, etc. of transactions**

- (1) The Bank may ask you for confirmation or submission of documents by a designated deadline in order to capture your information or details of your transaction. The Bank may restrict part of your transaction based on these Terms and Conditions such as payment and refund if you have not responded to the Bank by the designated deadline without reasonable grounds.
- (2) The Bank may restrict part of your transaction based on these Terms and Conditions such as payment and refund when, considering your responses to the request for confirmation or document submission stipulated in the preceding paragraph, details of your transaction, your explanations, or other circumstances, the Bank has judged that the Bank may breach the prevention of money laundering or financing of terrorism, or laws and ordinances related to economic sanctions.
- (3) The Bank will lift the restriction based on the preceding two paragraphs when the Bank has acknowledged that the concern over the breach of prevention of money laundering or financing of terrorism, or laws and ordinances related to economic sanctions has been reasonably removed.

## 10. Cancellation

- (1) If you cancel the PowerFlex account and this Transaction, you will be requested to complete the form designated by the Bank, affix your name and registered seal (or signature) thereupon, and submit the same to the Bank, together with the Card, or you will be requested to follow the method designated by the Bank. In such an event, the Bank may confirm your identification by the method designated by the Bank, and may request you to present a personal identification document of such type as designated by the Bank. Through the cancellation, this Transaction will be terminated in its entirety.
- (2) Where any one of the below occurs, the Bank may restrict or suspend this Transaction or cancel the PowerFlex Account and this Transaction upon giving you notice thereof. If the Bank cancels this Transaction by way of notice, the cancellation shall become effective when the Bank dispatches the cancellation notice addressed to the name and address of a customer as notified to the Bank, irrespective of whether it duly arrives or not:
  - (i) When it becomes clear that a registered person to this Transaction does not exist or that this Transaction has not been initiated based on the intention of the registered person of this Transaction;
  - (ii) When a customer of this Transaction breaches Paragraph (1) of Article 9 (Prohibition of Assignment and Pledging);
  - (iii) When it is reasonably acknowledged that this deposit is or may be used for money laundering, financing of terrorism, or transactions breaching laws and ordinances related to economic sanctions;
  - (iv) When it is decided that a trustful relationship between the Bank and a customer has been damaged because the customer, despite the Bank's request, has not refrained from, transactions the frequency or style of which exceeds a socially reasonable extent and which are considered to be damaging to the banking services;
  - (v) When it is decided that this Transaction has been used or is considered to be used for any activity contrary to laws, ordinances or regulations, and public policy;
  - (vi) When the Bank has judged that this Transaction is or may be initiated for business purposes; or
  - (vii) When a customer who does not have a Japanese nationality has stayed longer than the expiry of the period of stay he/she submitted to the Bank.
  - (viii) When a customer has decided to live overseas or when he/she lives overseas.
- (3) In addition to the preceding Paragraphs, when any of the below Items applies to the customer and it is inappropriate to continue to undertake the Transaction with the customer, the Bank may restrict or suspend this Transaction or cancel the PowerFlex account and this Transaction upon giving you a notice thereof. If the Bank cancels the PowerFlex account and this Transaction by way of a notice, the cancellation shall become effective when the Bank dispatches the cancellation notice addressed to the name and address of the customer as notified to the Bank, irrespective of whether it duly arrives or not. The Bank shall bear no responsibility for losses or damages arising from and attributable to the cancellation, while the customer shall indemnify the Bank for any losses or damages which the Bank has incurred as a result of the cancellation.
  - (i) When the representations or covenants made by the customer at the time of opening PowerFlex account have proven to be false, or when the Bank has judged that the change stipulated in Paragraph 1, Article 8 has not or may have not been submitted,
  - (ii) When it turns out that the customer is *Boryokudan*, a *Boryokudan* member, a person who is no longer a *Boryokudan* member but five years have not yet elapsed since his/her ending such *Boryokudan* membership, a *Boryokudan* associate, a *Boryokudan*-related company, *Sokaiya*, etc., a social/political or other movement racketeer, or a special intelligence violence group, etc., or those who are in a situation similar to the above (hereinafter collectively referred to as "*Boryokudan* member, etc."), or those who fall within any of the following (a) through (e).
    - (a) A customer which has relationships with a *Boryokudan* member, etc. where such *Boryokudan* member controls the management of the customer;
    - (b) A customer which has relationships with a *Boryokudan* member, etc., where such *Boryokudan* member is substantially involved in the management of the customer;
    - (c) A customer which has relationships which are recognized to be willfully using a *Boryokudan* member, etc for the purpose of obtaining unjust profits for the person himself/herself, his/her own company, or a third party, or for the purpose of causing damage to a third party;
    - (d) Customers which have relationships which are recognized to be providing funds or benefits, etc. for a *Boryokudan* member, etc.; or
    - (e) An officer or a person who is substantially involved in the customer's operation has relationships with a *Boryokudan* member, etc. that are unacceptable from the standpoint of social norms.
  - (iii) When the customer engages in any activities that correspond to any of the following (a) – (e) personally or with the assistance of any third party
    - (a) Making a threatening demand (*boryoku-teki yokyu kouji*);
    - (b) Making an illegal or unjustifiable demand;
    - (c) In relation to a transaction, engaging in threatening speech or behavior or threatening to use or using illegal force;
    - (d) Starting a malicious or false rumor, or discrediting the Bank or disturbing the Bank's business by fraudulent means or illegal force; or

- (e) Any activities similar to any of the foregoing.
- (4) The Bank may suspend this Transaction if your PowerFlex account is not used for a certain period designated by the Bank and if the products designated by the Bank such as term deposits and structured deposits have no balance. Furthermore, if the balance of the products designated by the Bank such as ordinary deposits does not exceed the amount designated by the Bank, the Bank may cancel the PowerFlex account upon giving the relevant customers notice thereof. The same shall apply when the Bank does so pursuant to applicable laws or ordinances.
- (5) If there remains an outstanding balance of deposits after the PowerFlex account is cancelled pursuant to the immediately preceding three Paragraphs, or if you request the Bank to cancel this Transaction upon the suspension of this Transaction, you will be requested to make such request to one of the Bank's branches or the Bank's Contact Center upon presentation of the Card. In such an event, the Bank may request the relevant customer to submit personal identification documents of the type designated by the Bank or to arrange for a guarantor etc. after the passage of a reasonable period of time. The Bank may not accept the release request for the suspension of the Transaction if there is a reasonable ground for such refusal.
- (6) The Bank shall handle dormant accounts as follows, unless otherwise specified.
- (i) If there is no deposit, withdrawal, bank transfer or payment by bank transfer with a customer's PowerFlex account during a period designated by the Bank starting from the last date of deposit, withdrawal, bank transfer or payment by bank transfer, whichever is the latest, the Bank may handle such an account as dormant. If an account becomes dormant, the Bank may suspend transactions with this account without notifying the customer.
  - (ii) Effective the date the Bank starts to handle an account as dormant, the Bank may suspend the addition of interest to the account at any time.
  - (iii) If your account is dormant and you wish to withdraw your deposit or resume transactions with the account, please bring your bank card with you to visit and apply to the Bank. In some cases, the Bank will ask you to submit your identity verification document or present your guarantor, for example, as designated by the Bank after a reasonable interval.  
To resume transactions with your dormant account, you need to first cancel the dormant account by the method designated by the Bank, and apply for transactions anew.
  - (iv) If a customer requests a withdrawal of deposit from his/her dormant account, the Bank shall in principle pay out his/her deposit in the same currency as that of the deposit. (For a foreign currency deposit, however, the customer may, upon his/her request, receive money converted into yen based on the foreign exchange rate designated by the Bank as of the date of withdrawal)
- (7) Notwithstanding the provisions of the preceding Paragraph, the following provisions shall apply to the handling of dormant deposits based on the "Act on Utilization of Funds Related to Dormant Deposits to Promote Public Interest Activities by the Private Sector" (hereinafter referred to as the "Dormant Deposit Utilization Act").
- (i) In a PowerFlex Account, the following types of deposit shall be handled as a dormant deposit based on the Dormant Deposit Utilization Act.
    - The following types of deposit defined in the Customer Agreement on Yen Deposit For PowerFlex Account:
      - Savings Deposit
      - Time Deposit and Premium Time Deposit
      - Special Deposit
      - 2 Weeks Maturity Deposit
      - SBI Hyper Yokin
  - (ii) "Account activity circumstances" within the purview of the Dormant Deposit Utilization Act  
These circumstances shall be posted on the Bank's website.
  - (iii) "The most recent account activity date, etc." within the purview of the Dormant Deposit Utilization Act
- (a) "the most recent account activity date, etc." within the purview of the Dormant Deposit Utilization Act means the most recent date among the following dates pertaining to the deposits listed in the preceding Item (1).
- i. the date on which the final account activity posted on the Bank's website occurred;
  - ii. with respect to those circumstances set forth in the following Item (3)-(b) as "circumstances concerning which future enforcement of claims for deposits is expected," the dates set forth in the following Item (3)-(b) as the "date on which the enforcement of claims for deposits is expected";
  - iii. the date on which the Bank issued a notice to the customer to inform the matters set forth in Article 3, Paragraph 2 of the Dormant Deposit Utilization Act; provided, however, that this is limited to cases where such notice has reached the customer or when one month has elapsed since such notice was issued (excluding cases where such notice was returned without the customer's own volition before a lapse of one month from issuance or the date notified in advance to the Deposit Insurance Corporation of Japan by the Bank, whichever occurs later);
  - iv. the date on which the deposit fell within the purview of deposits set forth in Article 2 Paragraph 2 of the Dormant Deposit Utilization Act.
- (b) "Circumstances concerning which future enforcement of claims for deposits is expected" as used in the preceding Paragraph (3)-(a)-ii means only the circumstances listed below. "Date on which the enforcement of claims for deposits is expected" means the following dates, depending on the circumstance, as applicable.
- i. the last date of deposit term, interest period, or redemption term (in the case of deposits subject to automatic roll-overs, the first maturity date);
  - ii. circumstances in which repayment of deposit was suspended by orders or disposition based on laws/ordinances or by contract;  
the date on which such suspension was lifted
  - iii. circumstances in which the deposit became subject to compulsory execution, provisional seizure, or collection of delinquent national taxes (including dispositions under the same rules);  
the date on which such procedures were completed
  - iv. circumstances in which deposits/withdrawals, such as inward remittances or account transfers, are or were scheduled to take place based on laws/ordinances or contracts; (provided, however, that these are limited to circumstances where the Bank is able to conclude that such deposits/



withdrawals are or were scheduled to take place);

the date on which such deposits/withdrawals took place or it became certain that such deposits/withdrawals would not take place

- (iv) “The most recent account activity date, etc.” for other deposits in a PowerFlex Account

With respect to other deposits in a PowerFlex Account, the occurrence date of any circumstances listed in the preceding Item (3)-(a) for any deposits listed in the above Item (1) shall be treated as “the most recent account activity date, etc.”

- (v) Handling of “substitute money for dormant deposits”

(a) If there were no transactions over a long period of time for deposits listed in the preceding Item (1), claims on such deposits shall become extinct, based on the provisions of the Dormant Deposit Utilization Act. In such a case, the customer shall be entitled to claim “substitute money for dormant deposits” from the Deposit Insurance Corporation of Japan.

(b) In the case referred to in the preceding Paragraph, the customer shall be entitled to claim payment of “substitute money for dormant deposits” pertaining to the relevant deposit through the Bank.

- (8) When an inheritance for the account holder of this Transaction has begun, the Bank may suspend all or part of this Transaction until the procedures designated by the Bank are completed.

#### **11. Set-off by Customer upon the Occurrence of an Insurance Incident**

- (1) In case of the occurrence at the Bank of any of the insurance incidents stipulated by the Deposit Insurance Law, the yen deposits and foreign currency deposits may be set off even when they are not due, according to each provision of this Article. The same shall apply when pledges or other security interests have been created on the deposits to secure the obligations of a customer to the Bank or obligations of third parties to the Bank which are guaranteed by depositors.

- (2) With respect to the set-off procedure, the following shall apply:

(i) A set-off notice shall be in writing. If there are outstanding obligations such as more than two loans, you will be requested to promptly submit the notice upon which your registered seal (or signature) is affixed, together with the Card, designating the order of appropriation. Notwithstanding the foregoing, if there is any obligation that is secured by this deposit, such obligation shall be set off against the obligation guaranteed by the depositor, provided that such obligation is the obligation of a third party in relation to the Bank.

(ii) In the absence of a designation of appropriation as set forth in Item (i) above, the Bank shall make appropriation in the order designated by the Bank.

(iii) If the designation under Item (i) above is likely to adversely affect the protection of monetary claims, the Bank shall have the right to raise an objection without delay and to designate the order and manner of appropriation, taking into account the underlying collaterals, guarantees and other conditions.

- (3) The following shall apply to the calculation of interest on deposits to be set off:

(i) The interest rate on time deposits and 2 Weeks Maturity Deposit shall be applicable, provided that such interest shall be accrued up to the day immediately prior to the day on which the relevant set-off notice reaches the Bank. The interest rate on structured deposits shall be applicable based on the confirmation sheet (the document provided at the execution of agreement) for each deposit, provided that such interest shall be accrued up to the day immediately prior to the day on which the relevant set-off notice reaches the Bank.

(ii) For the purpose of calculation of interest on, discount charges and fees for, and damages for arrears on, loans or other obligations to be set off, the interest rate and premium rate shall be as determined by the Bank, provided that such interest, etc., shall be accrued up to the day on which the relevant set-off notice reaches the Bank. For the avoidance of doubt, damage to be incurred by the Bank as a result of prepayment of loans shall be handled in such manner as designated by the Bank.

(iii) The additional interests on Special Deposits shall not be paid when the relevant set-off notice reaches the Bank before the additional interest is credited.

- (4) The foreign exchange rates designated by the Bank upon the calculation thereof shall be used as the foreign exchange rates in the case of set-off.

- (5) If there is any other provision available for the procedure of prepayment of loans in the event of a set-off, such provision shall be applied; provided, however, that set-off may be made even if there are certain restrictions including that prepayment of loans will require the approval of the Bank.

#### **12. Notification of Adult Guardian, etc.**

- (1) A customer, for whom the assistance (*hojo*), curatorship (*hosa*) or guardianship (*kohken*) has commenced by a competent family court, shall be requested to immediately notify the Bank of the name of his or her adult guardian and other required matters in the form designated by the Bank. In such an event, the Bank may request the relevant customer to submit a personal identification document of the type designated by the Bank. In the event the assistance (*hojo*), curatorship (*hosa*) or guardianship (*kohken*) has commenced for the customer's assistant, curator, or adult guardian by a competent family court, the customer shall be requested to immediately notify the Bank of the name of such adult guardian and other required matters in writing. In such cases, the Bank may request the relevant customer to submit a personal identification document of the type designated by the Bank.

- (2) A customer who is put under the supervision of a guardian by a competent family court is requested to immediately notify the Bank of the name of such guardian and other necessary matters in the form designated by the Bank. In such case, the Bank may request the relevant customer to submit a personal identification document of the type designated by the Bank.

- (3) A customer who has already been under the assistance (*hojo*), curatorship (*hosa*) or guardianship (*kohken*) or who is put under the supervision of a guardian by a competent family court shall be required to notify the Bank thereof in the manner as set forth in the preceding two Paragraphs.

- (4) In case of cancellation of, or change in, the matters informed pursuant to the preceding three Paragraphs, the relevant customer is requested to notify the Bank thereof in the manner as set forth therein.

- (5) The Bank shall assume no liability for damage incurred by the relevant customer before the notifications pursuant to the preceding four Paragraphs are



given.

### **13. No Liability Clause**

The Bank shall assume no liability for damage in any of the following cases:

- (i) When the provision of any transactions or services under this Transaction is delayed or suspended, or becomes unavailable due to disasters, riot or accident in transit, failure of telecommunications equipment or circuits resulting from force majeure, actions of judicial or other public entities or any other cause beyond the reasonable control of the Bank, or any event arising through no fault of the Bank;
- (ii) When the securities held in safekeeping or custody accounts are lost, damaged or destroyed due to the same cause as set forth in the preceding Item;
- (iii) When the damage is attributable to any third party financial institution other than the Bank, or other third party investment trust management company; or
- (iv) When the damage results from any event not attributable to the Bank, including, for example, erroneous transmission of telecommunications media, misdelivery of mails, or delayed transmission or delivery thereof.

### **14. Governing Law and Agreed Jurisdiction**

This Transaction shall be governed by laws or regulations of Japan (including, without limitation, cabinet and ministerial ordinances, administrative guidance regarding financial services and foreign exchange controls).

If it becomes necessary to bring a legal action in relation to this Transaction, the Tokyo District Court or other court having jurisdiction over the location of the relevant handling offices shall have jurisdiction over this Transaction.

### **15. Mutatis Mutandis Application of the Provisions of Other Customer Agreements**

- (1) Any matters not expressly set forth in this Agreement shall be handled as set forth in the “Customer Agreement on Yen Deposit for the PowerFlex Account”, the “Customer Agreement on Foreign Currency Deposit for the PowerFlex Account”, the “Customer Agreement on Financial Instruments Brokerage Services (SBI SECURITIES Co., Ltd.)”, the “Customer Agreement on Financial Instruments Brokerage Services (Monex, Inc.)”, the “Customer Agreement on PowerCall (for PowerFlex)”, the “Customer Agreement on PowerDirect”, the “Customer Agreement on PowerFlex Cash Card” and the “Customer Agreement on Structured Deposit for PowerFlex Account”.
- (2) If you apply for funds transfer, overseas remittance or COTRA remittance in connection with this Transaction, it shall be handled in accordance with the "Customer Agreement on Funds Transfer (for Individual Clients)", the "Customer Agreement on Overseas Transfer" and the “Customer Agreement on COTRA Remittance Service”.

### **16. Amendments to Customer Agreements**

If it becomes necessary to change or amend this Agreement and other customer agreements due to amendments to applicable laws or ordinances, direction of the competent regulatory body, changes in monetary situations or any other causes, the Bank may do so by providing notice of the contents of the amendments in appropriate methods, such as using the Internet, posting them in its offices, or by mail, when adopting such methods is permitted by the Civil Code, other laws or ordinances.

Customers shall be requested to abide by the provisions so amended on and after the effective date of such amendments.

### **17. English Translations**

English translations of application forms, request forms, notifications and other documents, and regulations and rules in Japanese with respect to this Transaction may be accompanied or attached hereto. English translations and English texts are for reference purpose only, and the documents in the Japanese language shall be the definitive version. In the event of any differences between the provisions in Japanese and those in English, the Japanese version shall prevail in all respects.

## **Customer Agreement on Yen Deposit for PowerFlex Account**

This Agreement sets forth how the Bank handles acceptances, withdrawals or other transactions of yen deposit (hereinafter, "Yen Deposit") for its customers who have the PowerFlex Account.

In this Agreement, yen savings deposits shall be referred to as "Savings Deposit", yen time deposits shall be referred to as "Time Deposit", time deposits with a minimum deposit amount of 10,000,000 yen or more and which are specifically indicated in branch offices shall be referred to as "Premium Time Deposit", yen special deposits shall be referred to as "Special Deposit", two-week-maturity yen deposits shall be referred to as "2 Weeks Maturity Deposit", Yen Structured Deposits shall be referred to as "Structured Deposit", and dedicated yen deposits linked to securities shall be referred to as "SBI Hyper Yokin". In addition, "Yen Savings Deposit", "Yen Time Deposit" and "Yen Structured Deposit" may be used in order to differentiate them from foreign currency deposits in this Agreement and other customer agreements. Structured Deposit shall be handled as set forth in the Customer Agreement on Structured Deposit for PowerFlex Account.

## **I. [Savings Deposit]**

### **1. Deposit and Withdrawal of the Savings Deposit**

- (1) The Bank shall accept deposits and withdrawals during the teller service hours on the teller service days designated by the Bank (not including Saturdays and Sundays, national and public holidays, December 31, January 2 and January 3; these days are hereinafter referred to as "General Holidays") at the head office and branch offices of the Bank.
- (2) To withdraw from the deposit, please complete a withdrawal slip in the form designated by the Bank, affix your registered seal (or signature) thereupon, and submit the same, together with the PowerFlex cash card (hereinafter referred to as "Card"). However, this does not apply to other procedures designated by the Bank. The procedures are subject to the rules for the procedures.
- (3) To apply for automatic transfers of various utility charges from this deposit account, please complete the procedure designated by the Bank in advance.
- (4) In the case where multiple payments or withdrawals are made on the same day from the deposit account, if the aggregate amount exceeds the amount that is available for the withdrawal (including the amount available for an overdraft), the Bank shall have the sole discretion to decide for which account payments are to be made.
- (5) The Bank shall not handle cash for the services of deposits and withdrawals over the counters at the Bank head office and branch offices, except as otherwise prescribed by the Bank. Furthermore, there are certain limitations as prescribed by the Bank with regard to the handling of checks, securities, and financial instruments over the counters.

### **2. Interest on the Savings Deposit**

- (1) Interest on this deposit shall be calculated based on daily interest rates posted in the Bank's offices on the day designated by the Bank of each month in increments of one yen, whenever the daily closing balance (the amounts of financial instruments accepted shall be excluded from such balance until they are settled) is one yen or more, and shall be incorporated into the Savings Deposit.
- (2) The interest rates referred to in the preceding Paragraph may change depending upon changes in financial market conditions.

### **3. Handling of Remittances without Designations**

If any yen remittance is made into the PowerFlex Account without any specific designation, the Bank shall credit it into the Savings Deposit.

### **4. Acceptance of Instruments**

- (1) The Bank shall accept notes, bills, or drafts (*tegata*), checks, dividend receipts, or other instruments that are specified by the Bank as a instrument that is immediately collectible (hereinafter referred to as the "Instruments" collectively and an "Instrument" individually), as well as cash in this deposit account.
- (2) Please fill in the legally required matters on notes, bills or drafts (among other things, drawing date and recipient) and checks (among other things, drawing date) before you make them available for acceptance by the Bank. The Bank shall have no obligation to fill in any blanks.
- (3) In the case of Instruments that require endorsements, acknowledgements of receipt or other procedures, please complete such procedure.
- (4) Whenever the Bank accepts notes, bills, drafts, or checks, the Bank shall deal with them based on the amounts as shown on the specified spaces for the amount, irrespective of whether other amounts are shown elsewhere.
- (5) If the Bank especially needs any expenses for collection of the Instruments, the Bank shall charge a collection fee to be designated by the Bank, which shall be posted in its offices.

### **5. Receipt of Remitted Funds**

- (1) The Bank shall accept funds remitted by way of exchange in this deposit account.
- (2) If a financial institution that has issued a notice of remittance to this deposit account gives a notice of cancellation due to a duplicated or other erroneous notice, the Bank shall cancel the booking of the funds so remitted.
- (3) When the Bank receives a communication message (which refers to the notice of the name of the head office or branch of the Bank with which the deposit account designated by the fund sender is opened and maintained, the type of deposit of such account and the account number), in which this account is designated, the Bank may disclose the name of this deposit account holder to the fund-transfer requester via the affiliated financial institution.

### **6. Settlements and Dishonoring of the Instruments Accepted**

- (1) When the Bank accepts deposits of an Instrument in this deposit account, the Bank may not agree to withdrawals of deposits that represent the amounts of the Instruments so accepted if it has not confirmed the settlement thereof after the passage of the due date of collection or return due to dishonoring. When the Bank accepts deposits of an Instrument, the Bank shall take steps to calculate the interest thereon, with the date on which such Instrument is settled as the remittance date.
- (2) If an Instrument accepted becomes dishonored, it shall not be treated as a deposit. In such case, the Bank shall immediately give notice thereof addressed to the address notified to the Bank and debit the amount of such Instrument from the Savings Deposit ledger, and the relevant Instrument shall be returned by the office which the relevant customer deals with.
- (3) In the case of the preceding Paragraph, the Bank shall take the designated procedure to protect the rights to such Instrument, so long as the Bank has received a written request therefor in advance.

## **7. Overdraft Facility**

- (1) In cases where the amount requested for direct debit payment or withdrawals is in excess of the funds available in the account, the account is automatically overdrawn against the fixed-term yen deposits designated by the Bank such as Time Deposit, Premium Time Deposit and Structured Deposit designated by the Bank (hereinafter referred to as “Collateral Deposit”. If an eligible product for collateral is specified or added, it shall be announced by the Bank in an appropriate manner.)
- (2) The overdraft facility as set forth in the preceding Paragraph is available to customers who are 18 years of age or older. However the overdraft facility service may be extended to minors, less than 18 years of age, who submit the Bank-designated letter of consent of a parental representative or any documents which prove marital status.
- (3) The maximum amount of the overdraft facility set out in Item (1) (hereinafter referred to as “Overdraft Limit”) shall be the lesser of either up to 90% of the total amount of the Collateral Deposits (amounts less than one yen shall be rounded off.) or the Bank-designated overdraft limit posted at the Bank offices, etc.
- (4) The ratio referred to in the preceding Paragraph may be subject to changes in financial market conditions, etc.  
In such cases, an effective date and a new ratio shall be announced by posting at the Bank offices, etc. In cases where an overdrawn amount exceeds the updated Overdraft Limit, you will be requested that the Collateral deposits be laid in pledge to secure the exceeded amount; or the overdrawn amount exceeding the new Overdraft Limit be paid immediately upon request of the Bank.
- (5) If the account remains overdrawn as set forth in Paragraph (1), the fund deposited or transferred to a savings account (the amounts of Instruments accepted shall be excluded from such balance until they are settled.) shall be automatically allocated to repay the overdrawn amount.
- (6) When terminating the overdraft service set forth in Paragraph (1), funds should be deposited into a savings account to settle the overdrawn amount and the call center (to which you will be connected via the telephone number designated by the Bank as “PowerCall.”) should be contacted .

## **8. Collateral for Overdrawn amount**

- (1) The right of pledge shall be established on the Collateral Deposits as a security of an overdrawn amount.
- (2) When the Collateral Deposits are cancelled or withdrawn (including maturity treatment of automated cancellation), the Overdraft Limit shall be re-calculated pursuant to Paragraph (3) of the preceding Article excluding the collateral deposits amount that is cancelled or withdrawn. If the overdrawn amount (the overdrawn amount shall be the amount after the automatic refund pursuant to Paragraph (5) of the preceding Article is made when the principal and interest are credited to the savings account after the Collateral Deposits are automatically cancelled) exceeds the re-calculated Overdraft Limit, the overdrawn amount exceeding the Overdraft Limit shall be repaid immediately.

## **9. Interests on Overdrawn amount, etc**

- (1) (i) Interests on overdrawn amounts shall be calculated (for the actual number of days elapsed on the basis of a 365-day year) based on daily interest rates posted in the Bank offices on the day designated by the Bank of each month in increments of one yen, and shall be debited from a savings account or incorporated into the overdrawn amount.  
(ii) As a result of the interest aggregation as set forth in the preceding Paragraph, in cases where an overdrawn amount exceeds the Overdraft Limit, the overdrawn amount exceeding the Overdraft Limit shall be paid immediately upon request of the Bank.  
(iii) Notwithstanding item (i) , the interest on the overdrawn amount shall be paid at the same time as the cancellation when the Collateral Deposits are cancelled in full and their balance is null. The same will apply when the Collateral Deposits are partly cancelled, and the total of the overdrawn amount and the interest thereon exceeds the Collateral Deposits etc.
- (2) The interest rates referred to in the preceding Paragraph shall change on a regular basis depending on the revision of interest rates on deposits designated by the Bank and posted at the Bank’s offices or on changes in financial market conditions etc. In such cases, the effective dates of the new interest rates shall be as prescribed by the Bank.
- (3) The penalty fee on delinquency shall be 14% per annum (calculated for the actual number of days elapsed on the basis of a 365-day year),

## **10. Immediate repayment**

- (1) When any of the following applies to a customer who overdraws the account, such customer shall repay the overdrawn amount and the interest thereon without any notice from the Bank:
  - (i) If the customer suspends payments, or a petition for bankruptcy, civil rehabilitation, or other legal procedures of bankruptcy is made;
  - (ii) If an order or notice for (provisional) attachment is issued concerning the Collateral Deposits;
  - (iii) If inheritance procedures are commenced;
  - (iv) If six months has passed since the account was overdrawn in excess of the Overdraft Limit;
  - (v) If the whereabouts of the customer becomes unknown to the Bank due to the customer's omission to notify the Bank of a change of address; or
  - (vi) If PowerFlex account is cancelled subject to Article 10, Paragraph 2 through Paragraph 4 of the “Common Customer Agreement on PowerFlex Transaction”.
- (2) When any of the following applies to a customer and such customer's account is overdrawn, the overdrawn amount shall be repaid immediately upon request of the Bank.
  - (i) If any of the debts owed by the customer to the Bank is in arrears; or
  - (ii) If other events which necessitate the preservation of claims occur.

## 11. Cancellation

- (1) If a PowerFlex account is closed, the overdrawn amount shall be repaid in full.
- (2) The Bank may at anytime suspend or terminate the overdraft service for the reason of the issues set out in the preceding Article and in Article 10, Paragraph 2 through Paragraph 4 of the “Common Customer Agreement on PowerFlex Transaction”. Furthermore, the Bank may fully or partly limit the services to be offered via PowerFlex accounts until the issues as described in each Paragraph of the preceding Article and Article 10, Paragraph 2 through

Paragraph 4 of the “Common Customer Agreement on PowerFlex Transaction” are resolved.

## 12. Deductions in Accounts, etc.

- (1) The Bank may deal with cases in which the customer must perform obligations owed to the Bank, including in relation to overdrawn amounts, as follows.
  - (i) The Bank may set off credits with the Bank, including the overdrawn amount, against Yen or foreign currency time deposits irrespective of the maturity of such credits. Among the above deposits, structured deposits shall be calculated by deducting, from their principal and interest, expenses for reestablishing the deposits for the period from the cancellation before maturity for the set-off purpose to the date of final maturity, and other associated expenses.

In cases in which the Bank is able to effect a set-off, the Bank may also withdraw the customer’s deposits, convert foreign currency deposits into yen based on the foreign exchange rate which is reasonably determined by the Bank, and appropriate any such withdrawals to payments of the customer’s obligations, omitting any advance notice and without adhering to established procedures.
  - (ii) If the customer still has debts owing to the Bank after taking the measures set forth in the preceding Items, such debts shall be repaid immediately.
- (2) In cases in which the Bank makes any deductions in accounts according to the provisions of the preceding Paragraph, interest on the customer’s credits and obligations and damages shall be calculated up to the date on which the actual calculation is made by the Bank for the purpose of deductions, and the rate of interest and tariffs shall be in accordance with those fixed by the Bank; and with regard to the foreign exchange rate, the rate quoted at the Bank at the time when the actual calculation is made by the Bank shall apply.

## 13. Change in Notified Matters

If there will be or has been any change in your name, address, telephone number, employer, registered seal/signature, occupation, purposes of transactions or other information you have provided to the Bank, please immediately notify the Bank thereof using the form designated by the Bank. The Bank shall not be liable for any damage that occurred prior to the above-mentioned notification, unless such damage is attributable to the Bank.

## 14. Mutatis Mutandis Application of the Provisions of Other Customer Agreements

Any matters not expressly set forth in this Agreement, including, among other things, reissuance of cash cards, verification of seal impressions, prohibition of assignment and pledging, cancellation, no liability clause, set-off by customer upon the occurrence of incident, governing law, jurisdiction, amendments to any of the Customer Agreements and other matters applicable in common to the PowerFlex Account shall be handled as set forth in the "Common Customer Agreement on PowerFlex Transaction."

# II. [Time Deposits and Premium Time Deposits]

## 1. Minimum Deposit Amount

The minimum deposit amount of the Time Deposit shall be 1,000 yen per unit. The minimum deposit amount of the Premium Time Deposit shall be 10,000,000 yen per unit.

## 2. Deposit Term and Maturity Date

- (1) The deposit term shall be as designated by the Bank in documents or other materials kept by the Bank in its offices.
- (2) The Bank shall accept deposits during the teller service hours on the teller service days designated by the Bank (not including General Holidays) at the head office and branch offices of the Bank.
- (3) The Bank shall treat the maturity dates of the regular type Time Deposits as follows; provided, however, that the maturity dates may fall on a the General Holiday:

(i) Regular	If the deposit date is any date other than the last day of the month, the day corresponding to the deposit date (hereinafter referred to as the "Corresponding Date") shall be treated as the maturity date, depending upon the duration (month). If the deposit date is the last day of the month, the end of the month corresponding to the deposit date shall be treated as the maturity date, depending upon the duration (month).
(ii) When there is no Corresponding Date	The last day of the month shall be treated as the maturity date.

## 3. Treatment at Maturity

With regard to how the Bank treats the deposit, please designate either of the following methods at the time of deposit. Provided, that in the case of the maturity designated type Time Deposits, you may not choose the Renewal-type.:

(i) Renewal-type	The Bank will renew the aggregate sum of principal and interest thereon as a time deposit with the same duration. The same shall apply to the handling of the maturity date of the term deposit so renewed.
(ii) Cancellation-type	The Bank will remit the aggregate sum of principal and interest thereon into the Savings Deposit for the PowerFlex Account on the maturity date.

#### **4. Acceptance of the Instruments**

- (1) If the Bank accepts checks or other Instruments, the Bank shall treat the date on which such Instruments are settled as the deposit date.
- (2) If the Instrument accepted becomes dishonored, the Bank shall not treat it as a deposit. The Instrument so dishonored shall be returned by the office which the relevant customer deals with.

#### **5. Interest**

- (1) The Bank shall calculate the interest on deposits at the interest rates offered in documents or other materials kept by the Bank in its offices at the time of deposit (hereinafter referred to as “Agreed interest rate”) for the period from the deposit date up to the day immediately preceding the maturity date; provided, however, that the interest rates on the deposits renewed on the maturity dates shall be at the interest rates offered by the Bank upon the renewal date.
- (2) Concerning the interest payment on deposits with a term of between six months and one year, a payment method of (i) described below may be designated by customers. With regard to interest payment on deposits with a term exceeding one year, a payment method of (i) or (ii) described below may be designated by customers.
  - (i) Interim interest payment every six months
    - (a) The “Interim Interest Payment Date” shall be the date corresponding to the deposit date every six months. On each Interim Interest Payment Date, as a part of interest, interim interest (hereinafter, “Interim Interest”) shall be paid based on the period from the deposit date or the previous Interim Interest Payment Date to the date immediately before the Interim Interest Payment Date, and at the contractual interest rate. If the deposit date is the last day of the month, the end of the month corresponding to the deposit date shall be treated as the Corresponding Date. In the absence of the date corresponding to the deposit date, the last day of the month corresponding to the deposit date shall be treated as the Corresponding Date.
    - (b) Interim Interest shall be credited to the yen savings deposit in the PowerFlex account.
    - (c) On the maturity date, final interest shall be paid based on the period from the previous Interim Interest Payment Date to the date immediately before the maturity date, and at the contractual interest rate.
  - (ii) Interim interest payment every year
    - (a) The “Interim Interest Payment Date” shall be the date corresponding to the deposit date every year. On each Interim Interest Payment Date, as a part of interest, Interim Interest shall be paid based on the period from the deposit date or the previous Interim Interest Payment Date to the date immediately before the Interim Interest Payment Date, and at the contractual interest rate. If the deposit date is the last day of the month, the end of the month corresponding to the deposit date shall be treated as the Corresponding Date. In the absence of the date corresponding to the deposit date, the last day of the month corresponding to the deposit date shall be treated as the Corresponding Date.
    - (b) Interim Interest shall be credited to the PowerFlex yen savings account.
    - (c) On the maturity date, final interest shall be paid based on the period from the previous Interim Interest Payment Date to the date immediately before the maturity date, and at the contractual interest rate.

#### **6. Cancellation Prior to the Maturity Date**

- (1) The deposit cannot be cancelled except for cases where the Bank deems justifiable. If the deposit is cancelled prior to the maturity date for any reason that the Bank deems justifiable or for provisions set forth in Article 10, Paragraph 2 through Paragraph 4 of the “Common Customer Agreement on PowerFlex Transaction”, the Bank shall calculate the interest thereon on a simple interest basis at the Bank-designated rates depending on the deposit term, based on the number of days from the deposit date (or, in case of the renewal, the last renewal date) up to the day immediately preceding the cancellation date, and shall pay the same together with this deposit. However, if Interim Interest has been paid, the difference between Interim Interest paid (where two or more Interim Interest Payment Dates exist, the total amount of Interim Interest paid on each Date) and interest on cancellation before maturity shall be settled.
- (2) If the customer cancels the deposit pursuant to the preceding Paragraph, please complete a withdrawal slip in the form designated by the Bank and affix your notified seal (or signature) thereupon, and submit the same together with the Card. However, this does not apply to other procedures designated by the Bank. The procedures are subject to the rules for the procedures.

#### **7. Change in Notified Matters**

If there will be or has been any change in your name, address, telephone number, employer, registered seal/signature, occupation, purposes of transactions or other notified matter, please immediately notify the Bank thereof using the form designated by the Bank. The Bank shall not be liable for any damage that occurred prior to the above-mentioned notification, unless such damage is attributable to the Bank.

## **8. *Mutatis Mutandis* Application of the Provisions of Other Customer Agreements**

Any matters not expressly set forth in this Agreement, including, among other things, reissuance of cash cards, verification of seal impressions, prohibition of assignment and pledging, cancellation, no liability clause, set-off by customer upon the occurrence of incident, governing law, jurisdiction, amendments to this Agreement and other matters applicable in common to the PowerFlex Account shall be handled as set forth in the "Common Customer Agreement on PowerFlex Transaction."

## **III. [Special Deposit]**

### **1. Withdrawal**

- (1) The Bank shall accept deposits and withdrawals during the teller service hours on the teller service days designated by the Bank (not including Saturdays and Sundays, national and public holidays, December 31, January 2 and January 3; these days hereinafter referred to as "General Holidays") at the head office and branch offices of the Bank.
- (2) To withdraw from the deposit, please complete and submit a withdrawal slip in the form designated by the Bank, affix your registered seal (or signature) thereupon, together with the PowerFlex cash card (hereinafter referred to as "Card"). However, this does not apply to other procedures designated by the Bank. The procedures are subject to the rules for the procedures.

### **2. Interest**

- (1) Interest on this deposit shall be calculated based on daily interest rates posted in the Bank's offices on the day designated by the Bank of each month in increments of one yen, whenever the daily closing balance (the amounts of financial instruments accepted shall be excluded from such balance until they are settled) is one yen or more, and shall be incorporated into the Special Deposit.
- (2) The interest rates referred to in the preceding Paragraph may change depending upon changes in financial market conditions.

### **3. Additional interest**

In addition to the interest set out in the preceding Article, when the Bank-designated requirements are fulfilled, the interest designated by the Bank shall be added. The additional interest shall be incorporated into the Special Deposit on the day and in such manner designated by the Bank

### **4. Deposit**

Deposit may be made only in such manner as designated by the Bank.

### **5. Acceptance of the Instruments**

- (1) If the Bank accepts checks or other Instruments, the Bank shall treat the date on which such Instruments are settled as the deposit date.
- (2) If the Instrument accepted becomes dishonored, the Bank shall not treat it as a deposit. The Instrument so dishonored shall be returned by the office which the relevant customer deals with.

### **6. Change in Notified Matters**

If there will be or has been any change in your name, address, telephone number, employer, registered seal/signature, occupation, purposes of transactions or other notified matter, please immediately notify the Bank thereof using the form designated by the Bank. The Bank shall not be liable for any damage that occurred prior to the above-mentioned notification, unless such damage is attributable to the Bank.

## **7. *Mutatis Mutandis* Application of the Provisions of Other Customer Agreements**

Any matters not expressly set forth in this Agreement, including, among other things, reissuance of cash cards, verification of seal impressions, prohibition of assignment and pledging, cancellation, no liability clause, set-off by customer upon the occurrence of incident, governing law, jurisdiction, amendments to any of the Customer Agreements and other matters applicable in common to the PowerFlex Account shall be handled as set forth in the "Common Customer Agreement on PowerFlex Transaction."

## **IV. [2 Weeks Maturity Deposit]**

### **1. Minimum Deposit Amount**

The minimum deposit amount of 2 Weeks Maturity Deposit shall be 500,000 yen per unit.

### **2. Deposit Term and Maturity Date**

- (1) The deposit term shall be 14 days.
- (2) The maturity date shall be the corresponding day two weeks after the deposit date.

### **3. Treatment at Maturity**

The principal and interest earned (after tax) shall be automatically renewed for the same term. [Rollover type]

Upon the customer's request, an automated cancellation on maturity shall be accepted.

In this case, on the maturity day immediately after the customer's request, the principal and interest shall be credited to the customer's PowerFlex yen savings account. [Cancellation type]

#### **4. Acceptance of the Instruments**

- (1) If the Bank accepts checks or other Instruments, the Bank shall treat the date on which such Instruments are settled as the deposit date.
- (2) If the Instrument accepted becomes dishonored, the Bank shall not treat it as deposit. The instrument so dishonored shall be returned by the office which the relevant customer deals with.

#### **5. Interest**

The Bank shall calculate the interest on deposits at the interest rates offered in documents or other materials kept by the Bank in its offices at the time of deposit (hereinafter referred to as "Agreed interest rate") for the period from the deposit date up to the day immediately preceding the maturity date; provided, however, that the interest rates on deposits renewed on the maturity dates shall be the interest rates offered by the Bank upon the renewal date.

#### **6. Cancellation Prior to the Maturity Date**

- (1) The deposit cannot be cancelled before the maturity date except for cases where the Bank deems justifiable. If the deposit is cancelled prior to the maturity date for any reason that the Bank deems justifiable or for provisions set forth in Article 10, Paragraph 2 to Paragraph 4 of the "Common Customer Agreement on PowerFlex Transaction", the Bank shall calculate the interest thereon on a simple interest basis at the Bank-designated rates depending on the deposit term, based on the number of days from the deposit date (or, in case of the renewal, the last renewal date) up to the day immediately preceding the cancellation date, and shall pay the same together with this deposit.
- (2) If the customer cancels the deposit pursuant to the preceding Paragraph, please complete a withdrawal slip in the form designated by the Bank and affix your notified seal (or signature) thereupon, and submit the same together with the Card. However, this does not apply to other procedures designated by the Bank. The procedures are subject to the rules for the procedures.

#### **7. Change in Notified Matters**

If there will be or has been any change in your name, address, telephone number, employer, registered seal/signature, occupation, purposes of transactions or other notified matter, please immediately notify the Bank thereof using the form designated by the Bank. The Bank shall not be liable for any damage that occurred prior to the above-mentioned notification, unless such damage is attributable to the Bank.

#### **8. *Mutatis Mutandis* Application of the Provisions of Other Customer Agreements**

Any matters not expressly set forth in this Agreement, including, among other things, reissuance of cash cards, verification of seal impressions, prohibition of assignment and pledging, cancellation, no liability clause, set-off by customer upon the occurrence of incident, governing law, jurisdiction, amendments to this Agreement and other matters applicable in common to the PowerFlex Account shall be handled as set forth in the "Common Customer Agreement on PowerFlex Transaction".

### **V. [SBI Hyper Yokin]**

#### **1. SBI Hyper Yokin**

SBI Hyper Yokin shall be governed by the "Customer Agreement on SBI Hyper Yokin" to be specified separately by the Bank.

## **Customer Agreement on Foreign Currency Deposit for PowerFlex Account**

This Agreement sets out the procedures by which the Bank handles acceptances or withdrawals of, or any other transactions (hereinafter referred to as "Foreign Currency Deposits Transactions") in foreign currency deposits (hereinafter referred to as "Foreign Currency Deposits") for its customers who have a PowerFlex Account. Structured Deposit shall be handled as set forth in the Customer Agreement on Structured Deposit for PowerFlex Account.

### **I. [Common Matters]**

#### **1. Application of Foreign Exchange-Related Laws and Ordinances**

Foreign Currency Deposits Transactions between you and the Bank shall be governed by the "Foreign Exchange and Foreign Trade Law" and the cabinet and ministerial ordinances thereunder, and other foreign exchange-related laws and regulations, as well as by this Agreement.

#### **2. Transaction Currency**

Only foreign currencies acceptable to the Bank shall be used for the Foreign Currency Deposits Transactions.



### **3. Funds Transfer**

If funds are transferred to your Foreign Currency Deposits account by a customer or a third party through the head office or any branch office of the Bank or other financial institution, the Bank shall not agree to any withdrawal or payment until the Bank has recorded such transfer in the ledger.

### **4. Debiting of Charge**

If there accrues any fee, advance expense or other similar claim payable to the Bank in connection with the Foreign Currency Deposits, the Bank may debit the amount of such fee and the like, from the Foreign Currency Deposits account. In such an event, if the currency representing the amount payable to the Bank is different from the currency representing the amount to be debited from the Foreign Currency Deposits account, the Bank shall debit the amount calculated using the foreign exchange rate at the time of such debit.

### **5. Calculation of Interest**

- (1) All interest on the Foreign Currency Deposits shall be calculated for the actual number of days elapsed on the basis of a 365-day year.
- (2) The interest unit of the Foreign Currency Deposits shall be, in principle, one subsidiary currency unit of each currency (e.g., in relation to a U.S. dollar deposit, one cent; hereinafter the same). Notwithstanding the foregoing, the interest unit designated by the Bank may be used depending upon the currency.

### **6. Foreign Exchange Rate and Fees**

- (1) In either of the following cases, the Bank shall make calculations using the foreign exchange rate designated by the Bank:
  - (i) When brought-in currency is converted into a different currency upon any remittance to the Foreign Currency Deposits account; or
  - (ii) When the currency withdrawn or cancelled is converted into a different currency upon debit from the Foreign Currency Deposits account.
- (2) In either of the following cases, the Bank shall request a customer to pay the fee designated by the Bank:
  - (i) When the same currency as the brought-in currency is used upon any remittance to the Foreign Currency Deposits account; or
  - (ii) When the same currency as the currency withdrawn or cancelled is used upon debit from the Foreign Currency Deposits account.

### **7. Set-off etc.**

- (1) If a customer has to fulfill his/her obligation to the Bank, the Bank may set off such obligation against Foreign Currency Deposit and/or other credits such customer has against the Bank at any time, irrespective of when they become due and payable. For Structured Deposit, a) a restructured amount for the period between the cancellation date resulting from cancellation prior to maturity for set-off and the final maturity date and b) accompanying costs shall be deducted from the principal and interest of the Deposit.
- (2) If the Bank is able to effect the set-off referred to in the preceding Paragraph, the Bank may omit to carry out the advance notice and the designated procedures, and may have the Foreign Currency Deposits or other claim withdrawn on behalf of a customer and appropriate the amount so withdrawn for repayment of the obligation.
- (3) If the Bank effects a set-off pursuant to either of the preceding two Paragraphs, the Bank shall calculate interest, discount fees and charges, damages and other charges on the claims and obligations for the period up to the date on which calculation is made. In such an event, the interest rate or premium rate shall be as reasonably determined by the Bank, and the foreign exchange rate in effect at the time of calculation shall be used for the purpose of the calculation.

### **8. Application of the Provisions of Other Customer Agreements**

Any matters not expressly set forth in this Agreement, including, among other things, changes in the notified matters, verification of seal impressions, prohibition of assignment and pledging, cancellation, no liability clause, set-off by customer upon the occurrence of certain incidents, governing law, jurisdiction, amendments to this Agreement and other matters applicable in common to the PowerFlex Account shall be handled as set forth in the "Common Customer Agreement on PowerFlex Transaction."

## **II. [Foreign Currency Savings Deposit]**

### **1. Minimum Deposit Amount**

The minimum deposit unit shall be at least one subsidiary currency unit of each currency.

### **2. Deposits**

- (1) Deposits may be made only in such manner as designated by the Bank. The Bank shall not accept checks or other financial instruments.
- (2) The Bank shall accept deposits and withdrawals during the teller service hours on the teller service days designated by the Bank (not including Saturdays and Sundays, national and public holidays, December 31, January 2 and January 3; these holidays being hereinafter referred to as "General Holidays") at the head office and branches of the Bank.

### **3. Interest**

- (1) Interest shall be calculated at such rate and in such manner as described in the documents and other materials kept by the Bank in its offices, and shall be paid into the foreign currency savings deposit account on such day designated by the Bank of each month.
- (2) The interest referred to in the preceding Paragraph may change depending upon changes in the financial market conditions.

4. Withdrawals

- (1) To withdraw this deposit, please complete a withdrawal slip in the form designated by the Bank, affix your seal (or signature) thereupon, and submit the form so completed together with the PowerFlex cash card (hereinafter referred to as the "Card"). However, this does not apply to other procedures designated by the Bank. The procedures are subject to the rules for the procedures.
- (2) The Bank shall pay the amount so withdrawn in any of the following methods as designated by the customer:
  - (i) Cash in Japanese Yen;
  - (ii) Funds transfer to the yen savings deposit account or foreign currency time deposit account of the same currency in the PowerFlex Account of such customer;
  - (iii) Funds transfer to the savings deposit account of another foreign currency eligible for cross currency transactions in the PowerFlex Account of such customer, if the currency of the amount so withdrawn is eligible for cross currency transaction;
  - (iv) Remittance to an account at a domestic financial institution (limited to the currencies designated by the Bank) ; or
  - (v) Funds transfer to your account at a securities company (limited to the currencies designated by the Bank)
  - (vi) Other methods designated by the Bank
- (3) If multiple payments are made on the same day and the aggregate sum of such payments exceeds the balance of this deposit, the Bank shall have sole discretion in determining which payments the Bank will make.

III. [Foreign Currency Time Deposit]

1. Minimum Deposit Amount

The minimum deposit amount shall be at least a basic currency unit of each currency as designated by the Bank in documents or other materials kept by the Bank.

2. Deposit

Deposit may only be made in the manner designated by the Bank. The Bank shall not accept checks or other financial instruments.

3. Deposit Term and Maturity Date

- (1) Deposit terms shall be available in the categories offered by the Bank in documents and other materials kept by the Bank in its offices.
- (2) The Bank shall accept deposits and withdrawals during the teller service hours on the teller service days designated by the Bank (not including General Holidays) at the head office and branches of the Bank.
- (3) Maturity dates of the regular type deposits shall be treated as follows. A maturity date may fall on a General Holiday.

Foreign Currency Time Deposits excluding 2 Weeks Maturity Foreign Currency Deposits	(i) Regular	If the deposit date is any date other than the last day of the month, the day corresponding to the deposit date (hereinafter referred to as the "Corresponding Date") shall be treated as the maturity date, depending upon the term (month). If the deposit date is the last day of the month, the end of the month corresponding to the deposit date shall be treated as the maturity date, depending upon the term (month).
	(ii) Month-end with no Corresponding Date	The last day of the month shall be treated as the maturity date.
2 Weeks Maturity Foreign Currency Deposit		The maturity date shall be the corresponding day of the week two weeks after the deposit date.

4. Treatment at Maturity

Depending on the type of time deposits, the aggregate sum of the principal and interest thereon shall be remitted into the PowerFlex Savings Deposit in the same currency on the maturity date, or shall be handled in such manner as described in the documents and other materials kept by the Bank in its offices.

5. Interest

- (1) The Bank shall calculate interest on the Foreign Currency Deposits at the interest rates offered in documents or other materials kept by the Bank in its offices at the time of deposit, for the period from the deposit date up to the day immediately preceding the maturity date.
- (2) Depending on the type of time deposits, customers have a choice of how the interim interest is received. Furthermore, depending on the type of time deposits, customers may choose, among the currencies designated by the Bank, a currency in which interim interest is paid, and may choose, among the terms prescribed by the Bank, an interval of interim interest payment.
  - (a) The “Interim Interest Payment Date” shall be the date corresponding to the deposit date every Interim Interest payment term. On each Interim Interest

Payment Date, as a part of interest, interim interest (hereinafter, “Interim Interest”) shall be paid for the period from the deposit date or the previous Interim Interest Payment Date to the date immediately before the Interim Interest Payment Date, and at the contractual interest rate. If the deposit date is the last day of the month, the end of the month corresponding to the deposit date shall be treated as the Corresponding Date. In the absence of the date corresponding to the deposit date, the last day of the month corresponding to the deposit date shall be treated as the Corresponding Date.

- (b) If the Interim Interest payment is agreed to be made in yen, after converting foreign currency into yen, the Interim Interest shall be credited to the yen savings deposit in the PowerFlex account. If the Interim Interest payment is agreed to be made in the same currency as the time deposit, the Interim Interest shall be credited in the same currency to the foreign currency savings deposit in the PowerFlex account.
- (c) On the maturity date, final interest shall be paid for the period from the previous Interim Interest Payment Date to the date immediately before the maturity date, and at the contractual interest rate.

#### **6. Cancellation Prior to Maturity Date**

- (1) You shall not be permitted to cancel the Foreign Currency Deposits prior to the specified maturity date without the approval of the Bank.
- (2) If the Bank agrees to the cancellation prior to the maturity for any reason that the Bank deems justifiable, please complete a withdrawal slip in the form designated by the Bank, affix your name (or signature) thereon, and submit the form so completed together with the Card. In such an event and if the PowerFlex account is cancelled subject to Article 10, Paragraph 2 through Paragraph 4 of the “Common Customer Agreement on PowerFlex Transaction”, no interest shall accrue. However, this does not apply to other procedures designated by the Bank. The procedures are subject to the rules for the procedures.
- (3) In the case of the preceding Paragraph, the Bank shall pay the principal of the amount to be repaid in the same currency by means of funds transfer to the foreign currency savings deposit account in the PowerFlex account of the relevant customer. However, if Interim Interest has been paid, the Interim Interest paid (where two or more Interim Interest Payment Dates exist, the total amount of Interim Interest paid on each Date) shall be deducted from the principal, and the remaining amount of the principal shall be credited in the same currency to the savings deposit account in the PowerFlex account.

## **Customer Agreement on Financial Instruments Brokerage Services (SBI SECURITIES Co., Ltd.)**

This Customer Agreement sets forth how the Bank shall handle the use of financial instruments brokerage services with SBI SECURITIES Co., Ltd. as the entrusted financial instruments business operator by customers who use any PowerFlex transaction (hereinafter referred to as the “Users” or, as the case may be, the “User”). In this Customer Agreement, SBI SECURITIES Co., Ltd. is referred to as the “Affiliated Securities Company”, and financial instruments brokerage services with SBI SECURITIES Co., Ltd. as the entrusted financial instruments business operator is referred to as “Financial Instruments Brokerage Services”.

### **Chapter 1. General Provisions**

#### **1. Scope of Application**

Financial instruments brokerage services are composed of the following:

- (1) Accepting applications for opening a financial instruments brokerage account with an affiliated securities company. The term “financial instruments brokerage account” means an account the User has opened at an affiliated securities company for receiving financial instruments brokerage services provided by the Bank;
- (2) Accepting applications for various transactions related to the instruments subject to brokerage, such as applications for securities transactions;
- (3) Accepting account balance inquiries, etc. The term “account balance inquiries, etc.” means, for example, inquiring of the affiliated securities company the balance of assets maintained in the financial instruments brokerage account;
- (4) Accepting fund transfer services related to the financial instruments brokerage account. The fund transfer services refer to remittance of funds from the User’s PowerFlex account to the user’s financial instruments brokerage account (i.e., deposit services) and remittance of funds from the User’s financial instruments brokerage account to the User’s PowerFlex account (i.e., withdrawal services).
- (5) Actions incidental to each of the foregoing paragraphs.

#### **2. Requirements for the Transaction**

- (1) In order for a customer to use the services set forth in Paragraph 2 and thereunder of the preceding Article (hereinafter referred to as “respective financial instruments brokerage services”), he/she needs to open a financial instruments brokerage account at an affiliated securities company in advance.
- (2) Opening of a financial instruments brokerage account shall be accepted only when a. an application is made through a method designated by the Bank and the Affiliated Securities Company with customer identification documents designated by the Bank, b. the customer agrees with the rules set by the Bank and the Affiliated Securities Company and c. the Bank agrees with the application. Financial Instruments Brokerage Services shall be provided simultaneously with the account opening.

- (3) If the customer has already opened an account with the Affiliated Securities Company that is not accompanied by Financial Instruments Brokerage Services, the account may be switched into a financial instruments brokerage account when a. an application is submitted in the method designated by the Bank and the Affiliated Securities Company, b. the customer agrees with the rules set forth by the Bank and the Affiliated Securities Company and C. the application is accepted by the Affiliated Securities Company, meeting the conditions set by the Affiliated Securities Company.

### **3. Acceptance of Respective Financial Instruments Brokerage Services**

- (1) The Bank shall accept applications for respective financial instruments brokerage services only when such application is made by the method designated by the Bank and the affiliated securities company and when the Bank accepts such application. When using the financial instruments brokerage services, fees prescribed by the affiliated securities company and/or the necessary expenses may be incurred.
- (2) Once the Bank has accepted applications for respective financial instruments brokerage services, such applications may be cancelled or revised only when the requirements set forth by the Bank or the affiliated securities company are satisfied.

### **4. Conclusion of Transaction**

The Bank shall provide Financial Instruments Brokerage Services with the Affiliated Securities Company as the entrusted financial instruments business operator. The Bank shall accept applications for transactions related to Instruments Subject to Brokerage, and the Affiliated Securities Company shall accept and execute orders. All transactions related to Instruments Subject to Brokerage shall therefore be transactions between the Affiliated Securities Company and the customer. Transactions between the Affiliated Securities Company and the User shall be governed by the rules set forth by the Affiliated Securities Company.

### **5. Confirmation of the Contents of Transaction**

- (1) When a User has done a transaction through financial instruments brokerage services, the User shall confirm their details, because the affiliated securities company will either send or make available transaction reports and transaction balance reports related to the details of the transaction.
- (2) If there is anything unclear about the confirmation referred to in the preceding paragraph, contact the call center or other liaison office of the affiliated securities company.
- (3) In the case of (2) above, when any doubts arise between the User and the Bank and/or the affiliated securities company about transaction details, etc., the electromagnetic records, etc. of the Bank and/or the affiliated securities company will be treated as valid.

### **6. Principle of Self-Responsibility**

In using the financial instruments brokerage services, the User is requested to apply for the services based on the User's own judgment and responsibility after confirming the contents of this and other relevant Customer Agreements (including customer agreements of the affiliated securities company, the most recent prospectus, sales brochures, documents delivered prior to conclusion of the contract, and other documents provided by the affiliated securities company) and fully understanding the details of instruments.

### **7. Products to be Handled, Accepting Hours, etc.**

- (1) The Bank only handles the Instruments Subject to Brokerage and services entrusted by the Affiliated Securities Company. The Instruments Subject to Brokerage, services, the fee schedule and reception hours may differ by the Bank's sales channels.
- (2) Financial instruments brokerage services are available during the Bank's prescribed operating hours, which may differ from those for other services or transactions. In some cases, the financial instruments brokerage services may not be available or the accepting hours may be changed for reasons not attributable to the Bank, such as IT system maintenance or IT system failure at the affiliated securities company. In such cases, the Bank will provide notice about the details by the method prescribed by the Bank.
- (3) Instruments to be handled, the fee structure and the accepting hours may differ from those when directly transacting with the affiliated securities company.

### **8. Cancellation, Partial Suspension of Transactions, etc.**

- (1) Financial Instruments Brokerage Services are cancelled in the following cases:
- (i) When the User has requested cancellation of the Financial Instruments Brokerage Services in the method prescribed by the Bank, and the Bank has accepted the request.
  - (ii) When the services are cancelled by the Affiliated Securities Company, pursuant to the provisions of the brokerage account agreement prescribed by the Affiliated Securities Company.
- (2) Notwithstanding the provisions of the preceding paragraph, the Bank may, at any time, suspend all or part of the Financial Instruments Brokerage Services or cancel the Services without notifying the User if the User falls under any of the following events:
- (i) Inheritance procedures are commenced for the User;
  - (ii) the User becomes a nonresident due to reasons such as transfer to a foreign country;
  - (iii) the User has violated this Customer Agreement, or
  - (iv) it is found that the nominee of Financial Instruments Brokerage Services does not exist or that Financial Instruments Brokerage Services have commenced without the will of the nominee of Financial Instruments Brokerage Services;
  - (v) it is found that the holder of the User's PowerFlex account and the holder of the User's financial instruments brokerage account opened with the

- Affiliated Securities Company are not the same, or
- (vi) any event that is objectively unavoidable has occurred.
  - (3) If there are any changes in the information provided to the affiliated securities company by the User, until the procedures for making revisions are completed, all or part of the financial instruments brokerage services may not be provided or limitations may be placed on cancellations, etc. of financial instruments brokerage services. Furthermore, the Bank shall assume no liability for damage caused by the User's failure to provide notice of such changes.
  - (4) The Bank may, at its own discretion, suspend all or part of the financial instruments brokerage services when it becomes difficult to provide financial instruments brokerage services for reasons not attributable to the Bank, such as events set forth in the customer agreements prescribed by the affiliated securities company, occurrence of failure or defects in a telecommunication network, telecommunication equipment, or computer system equipment.

#### **9. Handling of Personal Information**

When the User uses the financial instruments brokerage services, the Bank may provide the affiliated securities company with the User's personal information held by the Bank to the extent necessary for the use and management of the financial instruments brokerage account at the affiliated securities company, after taking appropriate protection measures.

#### **10. Indemnification**

In addition to the provisions set forth in the "No Liability Clause" of the Common Customer Agreement on PowerFlex Transaction, the Bank shall bear no responsibility for damage incurred in the following cases:

- (i) When incurred by events not attributable to the Bank, such as an IT system failure at the affiliated securities company.
- (ii) When incurred by cancellation or suspension of financial instruments brokerage services as set forth in Article 8.

#### **11. Amendments to this Agreement**

If it becomes necessary to amend this Agreement due to amendments to applicable laws or ordinances, direction of the competent regulatory body, change in monetary situations or any other causes or if the necessity of the amendment is recognized due to the Civil Code or other laws and regulations, the Bank may do so by communicating the contents of the amendments through methods such as using the internet, posting in the Bank's offices and sending postal mail. After the amendment, customers are required to comply with the amended Agreement.

#### **12. *Mutatis Mutandis* Application of the Provisions of Other Agreements**

Any matters not expressly set forth in this Agreement, including, among other things, changes to the provided information, reporting on the system of guardianship, no liability clause, jurisdiction, and other matters applicable in common to the PowerFlex transactions shall be handled as set forth in the "Common Customer Agreement on PowerFlex Transaction" of the Bank.

## **Customer Agreement on Financial Instruments Brokerage Services (Monex, Inc.)**

This Customer Agreement sets forth how the Bank shall handle the use of financial instruments brokerage services with Monex, Inc. as the entrusted financial instruments business operator by customers who use any PowerFlex transaction (hereinafter referred to as the "Users" or, as the case may be, the "User"). In this Customer Agreement, Monex, Inc. is referred to as the "Affiliated Securities Company", and financial instruments brokerage services with Monex, Inc. as the entrusted financial instruments business operator is referred to as "Financial Instruments Brokerage Services".

### **Chapter 1. General Provisions**

#### **1. Scope of Application**

Financial instruments brokerage services are composed of the following:

- (1) Accepting applications for opening a financial instruments brokerage account with an affiliated securities company. The term "financial instruments brokerage account" means an account the User has opened at an affiliated securities company for receiving financial instruments brokerage services provided by the Bank;
- (2) Accepting applications for various transactions related to the instruments subject to brokerage, such as applications for securities transactions;
- (3) Accepting account balance inquiries, etc. The term "account balance inquiries, etc." means, for example, inquiring of the affiliated securities company the balance of assets maintained in the financial instruments brokerage account;
- (4) Accepting procedures for fund settlement related to the financial instruments brokerage account. These procedures are composed of applications for revising the settings for "foreign currency sweep service" and "fund transfer services." The "foreign currency sweep service" allows a customer to automatically transfer funds (limited to foreign currencies designated by the affiliated securities company) deposited in his/her financial instruments brokerage account to his/her PowerFlex account. The setting for this service is effectively applied unless the User specifically requests cancellation thereof.

The Bank will accept the User's request addressed to the affiliated securities company for changing this setting. Furthermore, the fund transfer services are composed of remittance of funds from the User's PowerFlex account to the user's financial instruments brokerage account (i.e., credit entry service) and, vice versa, remittance of funds from the User's financial instruments brokerage account to the User's PowerFlex account (i.e., debit entry service);

- (5) Accepting applications for requesting the affiliated securities company to issue certificates, notices and other documents. Among the User's requests addressed to the securities company for issuance of document, the Bank will accept applications for issuance of the Bank-designated documents, such as balance certificates and payment notices, and
- (6) Actions incidental to each of the foregoing paragraphs.

## **2. Requirements for the Transaction**

- (1) In order for a customer to use the services set forth in Paragraph 2 and thereunder of the preceding Article (hereinafter referred to as "respective financial instruments brokerage services"), he/she needs to open a financial instruments brokerage account at an affiliated securities company in advance.
- (2) Opening of a financial instruments brokerage account is accepted only when such application is made by the method designated by the Bank and the affiliated securities company by attaching the Bank-designated personal identification document and after the customer agreeing to various rules set forth by the Bank and the affiliated securities company, and the Bank accepting such application. An account is opened when the conditions set forth by the affiliated securities company are satisfied and the application is approved by the affiliated securities company. The financial instruments brokerage services will be provided simultaneously with the account opening.
- (3) If a customer already has an account with the affiliated securities company that is not accompanied by financial instruments brokerage services, such an account may be switched into an account accompanied by financial instruments brokerage services only when an application is submitted in the method designated by the Bank and the affiliated securities company, provided further that such application is accepted by the Bank.

## **3. Acceptance of Respective Financial Instruments Brokerage Services**

- (1) The Bank shall accept applications for respective financial instruments brokerage services only when such application is made by the method designated by the Bank and the affiliated securities company and when the Bank accepts such application. When using the financial instruments brokerage services, fees prescribed by the affiliated securities company and/or the necessary expenses may be incurred.
- (2) Once the Bank has accepted applications for respective financial instruments brokerage services, such applications may be cancelled or revised only when the requirements set forth by the Bank or the affiliated securities company are satisfied.

## **4. Conclusion of Transaction**

The Bank shall provide Financial Instruments Brokerage Services with the Affiliated Securities Company as the entrusted financial instruments business operator. The Bank shall accept applications for transactions related to instruments Subject to Brokerage, and the Affiliated Securities Company shall accept and execute orders. All transactions related to instruments Subject to Brokerage shall therefore be transactions between the Affiliated Securities Company and the customer. Transactions between the Affiliated Securities Company and the User shall be governed by the rules set forth by the Affiliated Securities Company.

## **5. Confirmation of the Contents of Transaction**

- (1) When a User has done a transaction through financial instruments brokerage services, the User shall confirm their details, because the affiliated securities company will either send or make available transaction reports and transaction balance reports related to the details of the transaction.
- (2) If there is anything unclear about the confirmation referred to in the preceding paragraph, contact the call center or other liaison office of the affiliated securities company.
- (3) In the case of (2) above, when any doubts arise between the User and the Bank and/or the affiliated securities company about transaction details, etc., the electromagnetic records, etc. of the Bank and/or the affiliated securities company will be treated as valid.

## **6. Principle of Self-Responsibility**

In using the financial instruments brokerage services, the User is requested to apply for the services based on the User's own judgment and responsibility after confirming the contents of this and other relevant Customer Agreements (including customer agreements of the affiliated securities company, the most recent prospectus, sales brochures, documents delivered prior to conclusion of the contract, and other documents provided by the affiliated securities company) and fully understanding the details of instruments.

## **7. Products to be Handled, Accepting Hours, etc.**

- (1) The Bank only handles the Instruments Subject to Brokerage and services entrusted by the Affiliated Securities Company. The Instruments Subject to Brokerage, services, the fee schedule and reception hours may differ by the Bank's sales channels.
- (2) Financial instruments brokerage services are available during the Bank's prescribed operating hours, which may differ from those for other services or transactions. In some cases, the financial instruments brokerage services may not be available or the accepting hours may be changed for reasons not attributable to the Bank, such as IT system maintenance or IT system failure at the affiliated securities company. In such cases, the Bank will provide notice about the details by the method prescribed by the Bank.
- (3) Instruments to be handled, the fee structure and the accepting hours may differ from those when directly transacting with the affiliated securities company.

## **8. Cancellation, Partial Suspension of Transactions, etc.**

(1) Financial instruments brokerage services are cancelled in the following cases:

- (i) When the User requests cancellation of the financial instruments brokerage services by the method prescribed by the Bank, provided further that such request is accepted by the Bank.
  - (ii) When the services are cancelled by the affiliated securities company, pursuant to the provisions of the brokerage account regulations prescribed by the affiliated securities company.
- (2) Notwithstanding the provisions of the preceding paragraph, the Bank may, at any time, suspend all or part of the financial instruments brokerage services or cancel the financial instruments brokerage services even if no notice is provided by the Bank if the User falls under any of the following events.
- (i) If inheritance procedures are commenced for the User;
  - (ii) If the User becomes a nonresident because, for example, his/her place of work is changed to a foreign country;
  - (iii) If the User violates any of the provisions herein, or
  - (iv) If any event that is objectively acknowledged as unavoidable occurs.
- (3) If there are any changes in the information provided to the affiliated securities company by the User, until the procedures for making revisions are completed, all or part of the financial instruments brokerage services may not be provided or limitations may be placed on cancellations, etc. of financial instruments brokerage services. Furthermore, the Bank shall assume no liability for damage caused by the User's failure to provide notice of such changes.
- (4) The Bank may, at its own discretion, suspend all or part of the financial instruments brokerage services when it becomes difficult to provide financial instruments brokerage services for reasons not attributable to the Bank, such as events set forth in the customer agreements prescribed by the affiliated securities company, occurrence of failure or defects in a telecommunication network, telecommunication equipment, or computer system equipment.

## **9. Handling of Personal Information**

When the User uses the financial instruments brokerage services, the Bank may provide the affiliated securities company with the User's personal information held by the Bank to the extent necessary for the use and management of the financial instruments brokerage account at the affiliated securities company, after taking appropriate protection measures.

## **10. Indemnification**

In addition to the provisions set forth in the "No Liability Clause" of the Common Customer Agreement on PowerFlex Transaction, the Bank shall bear no responsibility for damage incurred in the following cases:

- (i) When incurred by events not attributable to the Bank, such as an IT system failure at the affiliated securities company.
- (ii) When incurred by cancellation or suspension of financial instruments brokerage services as set forth in Article 8.

## **11. Amendments to this Agreement**

If it becomes necessary to amend this Agreement due to amendments to applicable laws or ordinances, direction of the competent regulatory body, change in monetary situations or any other causes or if the necessity of the amendment is recognized due to the Civil Code or other laws and regulations, the Bank may do so by communicating the contents of the amendments through methods such as using the internet, posting in the Bank's offices and sending postal mail. After the amendment, customers are required to comply with the amended Agreement.

## **12. *Mutatis Mutandis* Application of the Provisions of Other Agreements**

Any matters not expressly set forth in this Agreement, including, among other things, changes to the provided information, reporting on the system of guardianship, no liability clause, jurisdiction, and other matters applicable in common to the PowerFlex transactions shall be handled as set forth in the "Common Customer Agreement on PowerFlex Transaction" of the Bank.

# **Customer Agreement on PowerCall for PowerFlex Account**

This Customer Agreement sets out the Bank's handling procedures of business where customers who are using PowerFlex Accounts (hereinafter "Users") use services which are provided through PowerCall.

## **I. General Service**

### **1. Details of the Service**

PowerCall General Service (hereinafter "Service") consists of services and transactions prescribed by the Bank, including the following, which will be provided to User upon request from the User by telephone:

- (1) Inquiry Service
  - (i) Account Balance and Transaction Details Inquiry.



- Various inquiry services prescribed by the Bank, including account balance inquiry and details of transactions concerning the PowerFlex Account of the user (hereinafter the "User Account")
- (ii) Provision of information regarding Products and Services  
Provision of information concerning products and services provided by the Bank, such as interest or details of products provided by the Bank.
  - (2) Change of Information Services  
Handling of procedures for change of Users' address, telephone number, or maximum withdrawal limit per day at automatic teller machines and automatic paying machines of the Bank or any other financial institution which is in alliance with the Bank.
  - (3) Fund Transfer Transactions  
The fund transfer transactions prescribed by the Bank concerning deposits prescribed by the Bank. The maximum daily amount which may be dealt with in the prescribed fund transfers shall be as prescribed by the Bank.
  - (4) Reverse Transfer Procedure  
Handling of procedures for reverse transfer when a request for canceling transactions is made after funds are withdrawn from the yen savings deposit of the User Account and notice of transfer is transmitted to the recipient's account at the main office or the branches of the Bank or another financial institution in Japan (hereinafter "Transfer of Funds "). The call center which is connected through a phone number called "PowerCall" (hereinafter "Bank Contact Center") will dispatch a telegraphic request for a reverse transfer to the financial institution to which Transfer of Funds is to be made in accordance with the request by the User. Reversed funds will be provided to User by depositing in the account from which it was withdrawn for transfer. If the receiving financial institution has already received the transfer notice, there may be cases where the reverse transfer of the relevant transfer cannot be accepted. After a request for a reverse transfer is made, you should confirm an execution of the reverse transfer. If the reverse transfer cannot be made, you should confer with the receiving party. A reverse transfer fee, which shall be prescribed by the Bank, shall be charged. In such a case, a transfer fee paid for Transfer of Funds that was the subject of the reverse transfer shall not be repaid. A reverse transfer fee shall not be repaid even if the relevant reverse transfer may not have been completed.
  - (5) Change of Personal Identification Number  
If User has forgotten his/her Personal Identification Number, the Bank will send the relevant User by mail a new Personal Identification Number designated by the Bank.
  - (6) Cancellation Service  
Handling of procedures for PowerFlex Account cancellation, provided that there is no balance in User Account except for the balance of the yen savings deposit.  
A principal and accrued interest on the yen savings deposit and an accrued interest on the foreign currency savings deposit shall be paid by the Bank-prescribed method within the period as prescribed by the Bank. The interest accrued on the foreign currency savings deposit shall be paid after exchanging to yen currency at the Bank-designated foreign exchange rate.
  - (7) Acceptance of Loss Notice, Reissuance Service  
If User has lost his/her cash card or registered seal, the Bank will accept a loss notice based on a request from the User. The Bank will also accept requests for changing the User's registered seal or issuing a new cash card.
  - (8) Foreign currency courier service  
Delivery of the same amount in the same currency as funds in foreign currency withdrawn from the User Account's foreign currency savings deposit designated by the Bank to the customer's notified address, as cover for such funds through the foreign currency courier.

## **2. Service Hours**

Service hours shall be prescribed by the Bank, and such hours may differ according to the type of service or transaction. The Bank may change the service hours without any prior notification to Users.

## **3. Type of Telephone**

The type of telephones that may be used for receiving Service shall be limited to those designated by the Bank.

## **4. Identity Confirmation**

- (1) When using the Service, Users shall call the telephone number designated by the Bank and input a 3-digit branch code, a 7-digit account number (hereinafter collectively referred to as "Account Number"), the Users' personal identification number, a 4-digit number representing the month and the day of the Users' date of birth, and other information prescribed by the Bank in accordance with the method designated by the Bank. When the Bank confirms that the input Account Number, the Users' personal identification number, a 4-digit number representing the month and the day of the Users' date of birth, and other information prescribed by the Bank are the same as the Account Number, the Users' personal identification number, a 4-digit number representing the month and the day of the Users' date of birth, and other information prescribed by the Bank registered with the Bank, the Bank will deem that such caller is the User him/herself and shall provide Services and effect transactions.
- (2) If the Bank has provided Services after confirming that the Account Number, personal identification number, 4-digit number representing the month and the day of the Users' date of birth, and other information prescribed by the Bank for the User Account input from a telephone in the method prescribed by the Bank are the same as the Account Number, personal identification number, 4-digit number representing the month and the day of the Users' date of birth, and other information prescribed by the Bank registered with the Bank for such User Account, the Bank shall not be held responsible for any

damages caused by unlawful use of such numbers or any other accidents.

- (3) Personal identification numbers are very important for confirming the identity of the User in receiving the Services. Therefore, Users shall treat them with care so that they will not be disclosed to third parties.
- (4) Transactions will be suspended if a wrong personal identification number, a 4-digit number representing the month and the day of the Users' date of birth, or other information prescribed by the Bank is input for a prescribed number of times. In such case, please contact the branch you are dealing with or the Bank Contact Center.

#### **5. Compensation for Illegal Use**

- (1) Notwithstanding the provisions of Article 4, Paragraph 2, if loss (including fees and interest) is incurred by the User from a refund or debit caused by the illegal use of the Service, the Bank may, at the User's request, make compensation for all or part of the loss in accordance with the criteria designated by the Bank.
- (2) Notwithstanding the preceding Paragraph, the Bank shall not provide any compensation in any of the following cases:
  - (i) If the User notifies the Bank about illegal use no earlier than 50 days after the date on which he/she becomes aware of the illegal use (However, if the User certifies that there are unavoidable circumstances which do not permit him/her to notify the Bank of the illegal use, the number of days subject to the circumstances shall be added to the 50 days.);
  - (ii) The refund or debit is executed by the User's relative, etc.;
  - (iii) If the User provides a false explanation to the Bank, or
  - (iv) If the illegal use is triggered by social disorder, such as a war or riot.

#### **6. Request, acceptance, and conclusion of Service or Transaction**

- (1) When requesting any service or transaction under the Service, User shall call the phone number designated by the Bank, confirm his/her identity through the procedures prescribed in Article 4., and communicate the contents of the service or transaction requested in the method prescribed by the Bank. If User has not reported a change of address to the Bank and the Bank is not aware of User's new address, please notify the Bank of the change of address before requesting any service or transaction.
  - (2) For the Inquiry Service, communication of a request in accordance with Paragraph (1) above will be deemed as a request for service, and the Bank will provide reference and explanation as prescribed by the Bank.
  - (3) For handling of procedures for change of address and other information, the Bank will repeat the contents of the User's request. Please state that you have confirmed the contents of your request. The Bank will accept the request for change of address and other information when the Bank has confirmed that the User has confirmed its request and will take the necessary procedures.
  - (4) (i) For transfers of funds (including reverse transfer procedure and foreign currency courier service; hereinafter the same shall apply in this Article), the Bank will repeat the contents of User's request. Please state that you have confirmed the contents of your request. The Bank will accept the request for transfer of funds when the Bank has confirmed that the User has confirmed its request.
    - (ii) (a) In any transaction for transfer of funds where withdrawal of funds from the User Account is necessary, such transaction will be deemed to be concluded when we have accepted the request for such transaction and withdrawn funds and transfer fees from the user Account. When such withdrawal cannot be made, it will be deemed that the request for transaction for transfer of funds was not made, and the Bank will not handle such transaction for transfer of funds.
    - (b) In any transaction for transfer of funds where deposit in User Account or other account is necessary after withdrawal of funds from User Account, in addition to (a) above, the transaction will be deemed to be concluded after such deposit is completed. If such deposit cannot be made, it will be deemed that the request for transaction for transfer of funds was not made, and the Bank will not handle such transaction for transfer of funds.
    - (c) In the cases of (a) and (b) above, withdrawal of funds from the User Account may be made without submission of withdrawal slip, card or any other item.
  - (iii) In any transaction for transfer of funds where withdrawal of funds from the User Account is not necessary, such transaction will be deemed to be concluded when the Bank has accepted the request for such transaction and processed the transaction. If such transaction cannot be processed, it will be deemed that the request for the transaction for transfer of funds was not made, and the Bank will not handle such transaction for the transfer of funds.
  - (iv) When a request for Transfer of Funds to Other Accounts and/or Transfer of Funds out of the Bank is received outside of usual business hours as prescribed by the Bank, funds for such transaction will be withdrawn on the date of acceptance of the request, and transmission of deposit and transfer notice will be conducted on the following business day (This does not include Saturdays, Sundays, holidays, December 31, January 2, or January 3.) In such case interest will not accrue on the withdrawn funds.
- (5) In any transaction for transfer of funds where withdrawal of funds is not required, such transaction shall be deemed to be concluded after the Bank has accepted such request for transaction and handled such transaction. If such transaction cannot be handled, it will be deemed that the request for transaction for transfer of funds was not made, and the Bank will not handle such transaction for transfer of funds.

#### **7. Inability to confirm User's intention before Concluding Transaction**

If the Bank is unable to confirm User's intention before concluding a transaction, due to interruption of the telephone call or for other reasons, it will be deemed that the request for transaction was not made, and the Bank will not handle such transaction.

## **8. Recording**

Telephone conversation between Users and the Bank including the contents of services and transactions requested by Users may be recorded. The Bank will keep all such electromagnetic recordings etc. for a certain period.

## **9. Confirmation of the Contents of Transaction**

- (1) Inquiries regarding contents of transactions under the Service will be handled by the Bank Contact Center.
- (2) A notice regarding contents of transfer of funds using the Service will be provided to the User in Monthly Statement format or other format/methods prescribed by the Bank, within the period as prescribed by the Bank. Please confirm the contents of the transaction.
- (3) In the case of (2) above, if there are any uncertainties regarding the contents of the transaction, or if the notice is not received, please contact the Bank Contact Center.
- (4) In the case of (3) above, if there are any doubts between the User and the Bank regarding the contents of the transaction or any other matter, the electromagnetic recording or any other records kept at the Bank will be treated as the valid details thereof.

## **10. Amendments to Customer Agreement**

- (1) If it becomes necessary to change or amend this Customer Agreement due to amendments to applicable laws or ordinances, direction of the competent regulatory body, change in monetary situations or any other causes or if the necessity of the amendment is recognized due to the Civil Act or other laws and regulations, the Bank may do it by informing the contents of the amendments through methods such as using the internet, posting in the Bank's offices and sending postal mail.  
After the amendment, customers are requested to comply with the amended Customer Agreement.
- (2) Irrespective of the provisions of the preceding Paragraph, upon an announcement based on the method stipulated in the preceding Paragraph, the Bank may repeal or change the compensation based on the provisions of Article 5 at its own discretion.

## **11. Termination, Etc.**

- (1) This Customer Agreement shall be deemed to be canceled when User Account is closed.
- (2) When any of the following occurs in relation to the User, the Bank may suspend provision of Services without any notice to User:
  - (i) If the User suspends payments, or a petition for bankruptcy or civil rehabilitation procedures is made;
  - (ii) If any notice for provisional attachment, preservative attachment or attachment order is issued concerning the User's deposit or any other claims the User has against the Bank;
  - (iii) If succession procedures are commenced;
  - (iv) If the whereabouts of the User becomes unknown to the Bank due to the User's omission to notify its change of address; or
  - (v) If there occurs any other material events under which it is unavoidable for the Bank to suspend the Services.

## **12. Change in Notified Matters**

If there will be or has been any change in the User's name, address, telephone number, employer, registered seal/signature, occupation, purposes of transactions or other notified matter, the User shall immediately notify the Bank thereof using the form designated by the Bank. The User may provide such notice through this Service. If User changes or forgets his/her personal identification number or forgets the Power Direct Password, the User must contact the Bank through this Service. In such case, the Bank may request the User to present a personal identification document of such type as designated by the Bank if the revision cannot be completed through this Service only. The Bank shall not be liable for any damage that occurred prior to the above-mentioned notification, unless such damage is attributable to the Bank.

## **13. *Mutatis Mutandis* Application of the Provisions of Other Customer Agreements**

- (1) Of any matters which are not set forth in this Customer Agreement, the matters commonly handled with respect to the PowerFlex Transactions such as indemnification, governing law, and competent court shall be handled in accordance with the "Common Customer Agreement on PowerFlex Transactions".
- (2) Any matters not stipulated in this Agreement, concerning deposit transactions and transfer of funds, shall be handled in accordance with the "Customer Agreement on Yen Deposit for PowerFlex Account", "Customer Agreement on Foreign Currency Deposit for PowerFlex Account" and "Customer Agreement on Foreign Currency Deposit Cash Delivery Service (for PowerFlex)".
- (3) Any matters which are not set forth herein concerning transfer of funds shall be handled in accordance with the "Customer Agreement on Transfer (for Individual Clients)" of the Bank.

## **II. Financial instruments Brokerage Services (SBI SECURITIES Co., Ltd.)**

### **1. Details of Financial Instruments Brokerage Services**

PowerCall Financial Instruments Brokerage Services (SBI SECURITIES Co., Ltd.) may be used when the User uses services or conducts transactions prescribed by the Bank related to Financial Instruments Brokerage Services with SBI SECURITIES, Co., Ltd. (hereinafter referred to as "the affiliated securities company" in this chapter) as the entrusted financial instruments transaction operator, including the following services and transactions, by making a request through the telephone. The User needs to open a financial instruments brokerage account at the affiliated securities company in advance

to use PowerCall Financial Instruments Brokerage Services(SBI SECURITIES Co., Ltd.).

- (i) Accepting account balance inquiries, etc.  
Accepting asset balance inquiries to the affiliated securities company related to a financial instruments brokerage account(limited to an account opened at the affiliated securities company by the User. The same applies hereinafter.)
- (ii) Accepting fund transfer services.  
Accepting applications for fund transfer services offered by the affiliated securities company. The fund transfer services are composed of remittance of funds from the User's PowerFlex account to the user's financial instruments brokerage account (i.e., credit entry service) and, vice versa, remittance of funds from the User's financial instruments brokerage account to the User's PowerFlex account (i.e., debit entry service).
- (iii) Actions incidental to each of the foregoing paragraphs.

## **2. Acceptance, conclusion, cancellation and modification of the PowerCall Financial Instruments Brokerage Services**

- (1) When requesting any PowerCall Financial Instruments Brokerage Services (SBI SECURITIES Co., Ltd.), the User shall confirm their identity through the procedures prescribed in Article 4 of I. General Service, and communicate the contents of the service requested in the method prescribed by the Bank. The Bank will repeat the contents of the User's request. Please state that you have confirmed the contents of your request.  
The Bank shall accept the request for PowerCall Financial Instruments Brokerage Services (SBI SECURITIES Co., Ltd.) when the Bank has confirmed the contents of the User's request by the method prescribed by the Bank and has communicated to the User that the Bank has accepted his/her request.
- (2) Once the request for PowerCall Financial Instruments Brokerage Services (SBI SECURITIES Co., Ltd.) is accepted, the User may neither cancel nor modify such request. Provided, however, that this shall not apply if the User makes a request for cancellation or modification through the Bank Contact Center or other Bankprescribed methods by the Bank-designated time.

## **3. Mutatis Mutandis Application of the Provisions of Other Customer Agreements**

Any matters concerning PowerCall (II. Financial Instruments Brokerage Services) which are not set forth in this Customer Agreement, shall be handled in accordance with "I. General Services" hereof and the "Customer Agreement on Financial Instruments Brokerage Services(SBI SECURITIES Co., Ltd.)".

# **III. Financial instruments Brokerage Services (Monex, Inc.)**

## **1. Details of Financial Instruments Brokerage Services**

PowerCall Financial Instruments Brokerage Services (Monex, Inc.) may be used when the User uses services or conducts transactions prescribed by the Bank related to Financial Instruments Brokerage Services with Monex, Inc. (hereinafter referred to as "the affiliated securities company" in this chapter) as the entrusted financial instruments transaction operator, including the following services and transactions, by making a request through the telephone. The User needs to open a financial instruments brokerage account at the affiliated securities company in advance to use PowerCall Financial Instruments Brokerage Services (Monex, Inc.).

- (i) Accepting account balance inquiries, etc.  
Accepting asset balance inquiries to the affiliated securities company related to a financial instruments brokerage account (limited to an account opened at the affiliated securities company by the User. The same applies hereinafter.)
- (ii) Accepting fund transfer services.  
Accepting applications for fund transfer services offered by the affiliated securities company. The fund transfer services are composed of remittance of funds from the User's PowerFlex account to the user's financial instruments brokerage account (i.e., credit entry service) and, vice versa, remittance of funds from the User's financial instruments brokerage account to the User's PowerFlex account (i.e., debit entry service).
- (iii) Accepting applications for changing the settings for foreign currency sweep service.  
Accepting applications for changing the settings for foreign currency sweep service offered by the affiliated securities company. The "foreign currency sweep service" allows a customer to automatically transfer funds (limited to foreign currencies designated by the affiliated securities company) deposited in his/her financial instruments brokerage account to his/her PowerFlex account.
- (iv) Accepting applications for requesting the affiliated securities company to issue certificates, notices and other documents.  
Among the User's requests addressed to the securities company for issuance of document, the Bank will accept applications for issuance of the Bank-designated documents, such as balance certificates and payment notices.
- (v) Actions incidental to each of the foregoing paragraphs.

## **2. Acceptance, conclusion, cancellation and modification of the PowerCall Financial Instruments Brokerage Services**

- (1) When requesting any PowerCall Financial Instruments Brokerage Services (Monex, Inc.), the User shall confirm their identity through the procedures prescribed in Article 4 of I. General Service, and communicate the contents of the service requested in the method prescribed by the Bank.  
The Bank will repeat the contents of the User's request. Please state that you have confirmed the contents of your request.  
The Bank shall accept the request for PowerCall Financial Instruments Brokerage Services (Monex, Inc.) when the Bank has confirmed the contents of the User's request by the method prescribed by the Bank and has communicated to the User that the Bank has accepted his/her request.
- (2) Once the request for PowerCall Financial Instruments Brokerage Services (Monex, Inc.) is accepted, the User may neither cancel nor modify such request. Provided, however, that this shall not apply if the User makes a request for cancellation or modification through the Bank Contact Center or other Bank-

prescribed methods by the Bank-designated time.

### 3. *Mutatis Mutandis* Application of the Provisions of Other Customer Agreements

Any matters concerning PowerCall (III. Financial Instruments Brokerage Services) which are not set forth in this Customer Agreement, shall be handled in accordance with “I. General Services” hereof and the “Customer Agreement on Financial Instruments Brokerage Services (Monex, Inc.)”.

## Customer Agreement on PowerDirect

This Customer Agreement sets out the Bank's handling procedures where customers who are using the PowerFlex transactions (hereinafter the "User") use PowerDirect through the internet. Please note that, only individual customers residing in Japan may use PowerDirect.

### 1. Details of PowerDirect Service

PowerDirect (hereinafter, the "Service") may be used when the customer uses services or conducts transactions prescribed by the Bank, including the following internet banking services and transactions, by making a request through a computer terminal (limited to the Bank-designated terminal such as PC and smartphone which enables the User to access and browse the Internet including a smartphone application (SBI Shinsei Bank Application, a smartphone application provided by the Bank shall be referred to as the “Application” hereinafter. Hereinafter the same in this Customer Agreement.) Furthermore, in order to use the Financial Instruments Brokerage Services through PowerDirect, the User needs to open a financial instruments brokerage account at an affiliated securities company in advance. As a sales agent, the Bank will also receive applications for individual annuity insurance via the Service and, when an insurance company which has separately concluded an agent entrustment contract with the Bank (hereinafter, the “Underwriting Insurance Company”) decides to underwrite the insurance contract, the contract will be concluded between the User and the Underwriting Insurance Company. A User must open an exclusive card loan account with the Bank with the Bank's consent to enter into card loan transactions. However the available services depend on the computer terminals. Some types of the Service prescribed by the Bank are not available with the Application and some types of the Service prescribed by the Bank are only available with the Application. The types and details of the Service may be revised or abolished due to the Bank's reasons.

#### (1) Inquiry Service

##### (i) Account Balance and Transaction Details Inquiry

Various inquiry services prescribed by the Bank, including account balance inquiry and details of transactions concerning the PowerFlex Account of the User (including the exclusive card loan account, hereinafter the "User Account")

##### (ii) Rate Inquiries

Inquiry services provided by the Bank such as inquiry of the foreign exchange rate, savings deposit interest rate and time deposit interest rate.

##### (iii) Securities Balance Inquiries

Among the affiliated securities companies, securities balance inquiries addressed to those prescribed by the Bank.

#### (2) Fund Transfer Transactions

##### (i) Transfer of Funds within the Bank

Transactions whereby funds are withdrawn from the yen savings deposit, SBI Hyper Yokin, or the foreign currency savings deposit of the User Account and transferred to the yen savings deposit or the foreign currency savings deposit of the same User Account, or transferred to another yen savings deposit account other than that User Account within the Bank (hereinafter the "Transfer of Funds within the Bank"). Provided, however, that transfers from the foreign currency savings deposit to another foreign currency savings deposit shall be limited to transfers between the savings deposit of foreign currencies eligible for cross-currency transaction prescribed by the Bank.

##### (ii) Transfer of Funds to Time Deposit and Structured Deposit

Transactions that withdraw funds from the yen savings deposit or foreign currency savings deposit of the User Account and transfer the funds to the yen time deposit, foreign currency time deposit, Yen Structured Deposit or Foreign Currency Structured Deposit of the same account (hereinafter referred to as "Transfer of Funds to Time Deposit").

Provided, however, transfer of funds into the foreign currency time deposit shall be limited to transfer from the yen savings deposit or foreign currency savings deposit of the same currency, and transfer of funds into Foreign Currency Structured Deposit shall be limited to transfer from the foreign currency savings deposit of the same foreign currency.

##### (iii) Transfer of Funds out of the Bank

Transactions whereby funds are withdrawn from the yen savings deposit of the User Account and a notice is sent for the transfer to the account of another financial institution in Japan (hereinafter the "Transfer out of the Bank").

##### (iv) Special Deposit Transfer Transactions

Transferring funds from the yen savings deposits in the User Account to the special deposits in the same account, or transferring funds from the special deposits in the User Account to yen savings deposit in the same account (hereinafter, “Special Deposit Transfer Transactions”)

##### (v) Transfer of Funds to 2 Weeks Maturity Deposits

Transactions whereby funds are withdrawn from the yen savings deposit of the User Account, and transferred to the 2 Weeks Maturity Deposit of the same account (hereinafter "Transfer of Funds to 2 Weeks Maturity Deposits").

##### (vi) Changes in the handling method on maturity of and cancellation before maturity of 2 Weeks Maturity Deposits and fixed-term yen deposits

Transactions for changing the method of continuing on maturity, 2 Weeks Maturity Deposits or fixed-term yen deposits in the User Account and, in cases where the Bank acknowledges as unavoidable, transactions for crediting, to the Yen Savings Deposit of the User Account, the proceeds of 2 Weeks Maturity Deposits or fixed-term yen deposits in the User Account after cancelling them before maturity.

(vii) COTRA Remittance Transactions

COTRA Remittance Transactions refer to withdrawing funds directly from a yen ordinary deposit account and sending the funds to the Bank's account, an account of other domestic financial institutions or an exchange transaction account of other financial institutions or funds transfer service providers.

(3) Financial Instruments Brokerage Services

Financial instruments brokerage services used through PowerDirect with SBI SECURITIES Co., Ltd. and Monex, Inc. (hereinafter referred to as "the Affiliated Securities Company") as the entrusted financial instruments business operator.

(4) Services for Soliciting the Sales of Individual Annuity Insurance Policies

When the User takes out individual annuity insurance from an Underwriting Insurance Company, the Bank – which brokers insurance contracts for the Underwriting Insurance Company – receives an application for an individual annuity insurance contract via PowerDirect.

(5) Services for Changes

The Bank undertakes procedures for changes designated by the Bank, such as a change to the withdrawal ceiling or a change to the limit on remittance amount per day via automatic teller machines and automatic paying machines of the Bank and its affiliates.

(6) Card Loan Transactions

(i) Acceptance of Exclusive Card Loan Account Opening Application

When the User opens an exclusive card loan account with the Bank, such application is received via PowerDirect.

(ii) Card Loan Borrowing

Borrowing funds from the exclusive card loan account of the User Account and crediting them to the yen savings deposit of the User account

(iii) Card Loan Repayment

Withdrawing funds from the yen savings deposit of the User Account and crediting them to the exclusive card loan account of the User account

(7) Messaging service

Messaging service refers to sending inquiries or sending notices/applications to the Bank about transactions and services prescribed by the Bank which are among PowerFlex transactions and other transactions and services for the Bank's individual customers and receiving their responses and other information from the Bank (hereinafter, the "Messaging Service").

**2. Principle of Self-Responsibility**

In using the Service, the User is requested to conduct transactions based on the User's own judgment and responsibility after fully reading and understanding the contents of this and other relevant Customer Agreements (including the relevant Handled Products' securities investment trust agreement and prospectus, Securities Transaction Provisions, etc. of affiliated securities company(as hereinafter defined), prospectus and other materials provided by affiliated securities company, the provisions for individual annuity insurance contracts, etc. (as hereinafter defined) with Underwriting Insurance Company(as hereinafter defined), and information and materials provided by Underwriting Insurance Company).

**3. Available Machines**

- (1) Only computers designated by the Bank may be used for the Service. Terminals for using the Service shall be prepared at the cost and under the responsibility of the User and shall be set up and maintained in a condition and environment suitable for using the Service.
- (2) When using the Service through the Application, the User shall fully understand and agree with the Agreement to download the application. The Bank may discontinue, change or upgrade the Application whenever the Bank wishes, without the User's approval or without notifying the User.

**4. Service Hours**

The service hours for the Service shall be designated by the Bank and these hours may vary depending on the type of service or transaction. Provided, however, that the Bank may change the service hours without notice to the Users in the event the Bank needs to conduct maintenance services or to fix disturbances.

**5. Service Fee, etc.**

- (1) A service fee designated by the Bank shall be charged for use of the Service. A service fee shall automatically be debited from the yen savings deposit of the User Account on the date designated by the Bank and the User will not be required to present a withdrawal slip or card, etc.  
The Bank may change the amount of a service fee without notice to the Users.
- (2) Use of the Application is free of charge; however, the User shall pay telecommunication expenses for downloading the Application (including re-downloading) and for using the Application (including additional telecommunication expenses when upgrading the Application or setting up the Application again due to its abnormal performance.)

**6. Maximum Transaction Amount and Maximum Number of Transaction**

The Bank cannot process a transaction where the transaction amount for a single transaction or the transaction amount per day exceeds the maximum transaction amount stipulated by the Bank or the maximum transaction amount notified by the User. The Bank cannot process a transaction exceeding the Bank-stipulated maximum number of transaction to be made within a certain period.



## **7. Power Direct Password etc.**

The Service can be logged in to by entering the account number and the password registered exclusively for PowerDirect for the purpose of the Service (hereinafter, the "Power Direct Password"). These letters or figures shall be designated by the Bank every time the User attempts to log in to the Service.

To obtain your Power Direct Password, please enter your User Account number, telephone number registered with the Bank, One-time Password and date of birth etc. on the PowerDirect login screen and register the Power Direct Password on the Power Direct Password Registration Screen.

## **8. Identity Confirmation**

- (1) When logging in to the Service, the User is required to enter a 10-digit number consisting of the 3-digit branch code and the 7-digit account number (hereinafter, the "Account Number") and the PowerDirect Password on the PowerDirect screen using a computer terminal. When the Bank confirms the entered Account Number and the PowerDirect Password to be correct, the Bank will deem that the individual who has entered those numbers or letters is the User him/herself and shall provide the Service and effect transactions.

Depending on the types of the Service or transactions, entering of prescribed information such as PIN, registered cellphone number (meaning the cellphone number registered in advance through the method prescribed by the Bank; the same shall apply hereinafter) , date of birth and One-time Password and additional identity confirmation designated separately by the Bank may be required for using the Service or transactions.

- (2) If the Bank provides the Service after confirming that the Account Number, the Power Direct Password, PIN, registered cellphone number, date of birth and One-time Password, etc. entered by a computer terminal through the method designated by the Bank match the Account Number, the Power Direct Password, PIN, registered cellphone number, date of birth and One-time Password, etc. registered with the Bank, the Bank shall not be held liable for any damages caused by their unauthorized use or other incidents. The Power Direct Password, PIN and One-time Password should be strictly maintained confidential at the responsibility of the User and handled carefully to avoid disclosure, loss or theft. If the User suspects any theft of the Power Direct Password, PIN or One-time Password, please immediately contact the call center, to which you will be connected via the telephone number designated by the Bank as "PowerCall" (hereinafter referred to as the "Bank Contact Center").
- (3) If an incorrect Power Direct Password, PIN, registered cellphone number, date of birth or One-time Password is entered for a prescribed number of times, all or part of the Service shall be suspended. In order to re-commence the suspended Service, please conduct the necessary procedures to release the suspension, or to change your Power Direct Password or PIN.
- (4) If you change your PIN or if you have forgotten the number, please contact your local branch or the Bank Contact Center or notify the Bank by methods designated by the Bank. If you have forgotten your PIN, the Bank will send you by mail a new PIN designated by the Bank.
- (5) When changing the Power Direct Password, please follow the procedures on the PowerDirect screen. If you have forgotten the Power Direct Password, please contact the Bank Contact Center whereupon you will be required to newly register this on the PowerDirect screen.

## **9. Management of your telephone number registered with the Bank, cell phone having the telephone number registered with the Bank and One-time Password**

- (1) Please store your telephone number registered with the Bank, cell phone having the telephone number registered with the Bank and One-time Password in a safe place so that they will not be used by others. If there is a possibility of unauthorized use of your telephone number registered with the Bank, cell phone having the telephone number registered with the Bank and One-time Password lost or stolen by others or if such unauthorized use has been detected, please notify the Bank immediately by for example contacting the Bank's Contact Center. Once notified, the Bank will immediately take measures including suspension of withdrawals of the Savings Deposit as stipulated in Paragraph (2) of Article 8 of the PowerFlex Customer Agreement.
- (2) Please inform the Bank as stipulated in Paragraph (1) if your telephone number registered with the Bank, cell phone having the telephone number registered with the Bank or One-time Password has been stolen.

## **10. Unauthorized withdrawal using a stolen telephone number registered with the Bank, cell phone having the telephone number registered with the Bank and One-time Password**

The Bank shall make no indemnification for any damage arising from unauthorized withdrawals using a stolen telephone number registered with the Bank, cell phone having the telephone number registered with the Bank and One-time Password. Please take extra care in managing your telephone number registered with the Bank, cell phone having the telephone number registered with the Bank and One-time Password.

## **10-2. Biometric Authentication Function**

- (1) When a smartphone which has installed the Application supports an authentication function using the biological information (characteristics of body parts such as fingerprint and face designated by the Bank (hereinafter, "the Biological Information")) designated by the Bank (hereinafter, the "Biometric Authentication Function"), in logging in to the Service, the User can replace his/her identity confirmation method of entering his/her PowerDirect Password, etc. with a method which confirms that his/her identity has already been confirmed with information sent to the Bank after the authentication through the smartphone's Biometric Authentication Function.
- (2) The Bank shall not obtain the Biological Information registered in the smartphone and shall not be liable for or obligated to the management of the Biological Information.
- (3) The Bank shall not guarantee the certainty, etc. of the identity confirmation through the Biometric Authentication Function on the User's smartphone.
- (4) The User must strictly manage his/her smartphone which has installed the Application so that biological information of persons other than the User will not



- be registered in his/her smartphone.
- (5) The Bank shall not be liable for the damages incurred by a. falsification, theft or illegal use of the Biological Information registered in the smartphone which has installed the Application, b. theft or use by a third party of the smartphone or c. illegal access to the smartphone excluding cases of gross negligence by the Bank.

### **11. Compensation for Illegal Use**

- (1) Notwithstanding the provisions of Article 8, Paragraph 2, Article 10 and Article 10, Paragraph 2, if loss (including fees and interest) is incurred by the User from a refund or debit caused by the illegal use of the Service (excluding the services stipulated in Article 1, Paragraph 4 “Services for Soliciting the Sales of Individual Annuity Insurance Policies” and the related services described in “Services for Change” stipulated in Article 1, Paragraph 5; i.e. “Services for Change”), at the User’s request, the Bank may compensate for all or part of the loss in accordance with the criteria designated by the Bank.
- (2) Notwithstanding the preceding Paragraph, the Bank shall not provide any compensation in any of the following cases:
- (i) If the User notifies the Bank about illegal use after the expiration of 50 days from the date on which he/she becomes aware of the illegal use (However, if the User certifies that there are unavoidable circumstances which do not permit him/her to notify the Bank of the illegal use, the number of days subject to the circumstances shall be added to the 50 days.);
  - (ii) The refund or debit is executed by the User’s relative, etc.;
  - (iii) If the User provides a false explanation to the Bank, or
  - (iv) If the illegal use is triggered by social disorder, such as a war or riot.

### **12. Request, Acceptance and Completion of Transactions to Transfer of Funds**

- (1) How to Request for the Transfer of Funds
- When requesting the transfer of funds using the Service (including card loan borrowing and repayment transactions; hereinafter the same shall apply in this Article), the User shall enter such request through the computer terminal and conduct the necessary identity confirmation procedures set forth in Article 8; thereafter the User shall accurately enter the contents of the transactions to be requested (hereinafter the "Request") by the method prescribed by the Bank, which request shall be conveyed to the Bank.
- (2) Confirmation of the Request
- When the Bank acknowledges the Request made for transfer of funds, such Request will be displayed on the screen and the User shall confirm the details. If the displayed Request is correct, the User shall confirm by replying to the Bank by the method indicated by the Bank on the screen.
- (3) Fixing the Request
- (i) If the confirmation reply in (2) above reaches the Bank, the Request shall be fixed as of that time.
  - (ii) With respect to Transfer of Funds within the Bank, Transfer of Funds to Time Deposit, Transfer of Funds to 2 Weeks Maturity Deposits, Special Deposit Transfer Transactions, Card Loan Borrowing, Repayment Transactions and Transfer of Funds to SBI Hyper Yokin, the procedures for debit and credit shall be conducted on the date the reply in (2) above reaches the Bank. Provided, however, that where the transfer is not made between the same accounts if the response reaches the Bank after the time limit designated by the Bank for conducting procedures, the transfer shall be made on the immediately following business day (limited to days when the *Zen-Gin Domestic Transfer System* is operating). In such case, no interest shall accrue on the funds withdrawn.
  - (iii) With respect to transfer of funds out of the Bank, if the response in (2) above reaches the Bank within the designated hours for accepting transactions to be processed on that day the transfer procedures shall be assumed to have occurred on the same day. Furthermore, if the response in (2) above reaches the Bank after the designated hours for acceptance for processing the transactions on that day, the electronic notice for transfer shall be processed as of the immediately following business day (limited to days when the *Zen-Gin Domestic Transfer System* is operating). In such a case, no interest shall accrue on the funds withdrawn on the date the response reaches the Bank.
  - (iv) With respect to transfers of funds within the Bank, the Request for cancellation or alteration may not be accepted after the contents of the Request are fixed. Provided, however, that the Request may be withdrawn if the transferee account is an account within the Bank (excluding accounts for COTRA Remittance Transactions) or if the request is received before the Bank begins procedures for transfer. Please note that, unwinding procedures cannot be conducted using the Service.
- (4) Debiting of a fee for transfer of funds within and out of the Bank
- (i) With respect to transfers of funds, the debiting of a processing fee for transfers of funds within and out of the Bank shall be made automatically from the User Account without requiring the User to present a withdrawal slip or a card, etc.
  - (ii) The debiting of the fees in (i) above shall be made on the date the User makes the Request, even if the procedures to effect transfer are to be conducted on the immediately following business day.
- (5) Refund of the Funds
- With respect to transfers of funds out of the Bank, if the funds are unable to be transferred to the receiving party's account at the receiving bank and if those funds are returned, the Bank will return those funds to the yen savings deposit from where the funds were withdrawn after deducting an unwinding fee from the returned funds and the User shall not be required to make a Request for such unwinding. The Bank shall assume no liabilities for any damages incurred by the User in this regard nor will the Bank return a transfer fee.
- (6) Investigation on Fund Transfer Requests
- Regardless of the stipulations in the preceding paragraphs, when it judges necessary, the Bank may suspend the subject fund transfer until it confirms

that there is no problem in completing the fund transfer procedure, in order to investigate the details of the fund transfer request. Furthermore, the Bank may reject the request depending on the result of the investigation. Judgments on whether the fund and fund transfer fee can be withdrawn from the User Account, judgments on the reimbursable amount of the User Account, judgments on whether the fund transfer will exceed the limit designated by the Bank, and the calculation of the fund transfer fee designated by the Bank shall be made when the Bank confirms that there is no problem in completing the fund transfer procedure. The Bank may reject the fund transfer request if the withdrawal of the fund or the fund transfer fee exceeds the reimbursable amount or the credit line of the User Account, or if the fund or the fund transfer fee cannot be paid out from the User Account due to other reasons at the point of the confirmation. The fund transfer will be made on the following business day or later if the time when the Bank confirms that there is no problem in completing the fund transfer procedure has passed the time limit for accepting same-day fund transfers designated by the Bank. The Bank does not assume any responsibility for damage caused to the user due to the suspension or rejection of the fund transfer based on this paragraph or due to the postponement of the fund transfer to the following business day or later, except by reason attributable to the Bank.

### **13. Applications and Conclusion of Financial Instruments Brokerage Services**

- (1) The Bank shall provide financial instruments brokerage services by employing the affiliated securities company as the entrusted financial instruments business operator.
- (2) Financial instruments brokerage services with SBI SECURITIES, Co., Ltd. shall accept requests for opening a financial instruments brokerage account and requests for other services designated by the Bank which are part of the financial instruments brokerage services set forth in the “Customer Agreement on Financial Instruments Brokerage Services (SBI SECURITIES, Co., Ltd.)”. Transactions between SBI SECURITIES, Co., Ltd. and the User shall be subject to the contracts designated by SBI SECURITIES, Co., Ltd.
- (3) Financial instruments brokerage services with (Monex, Inc.) shall accept requests for opening a financial instruments brokerage account and for other services designated by the Bank which are part of the financial instruments brokerage services set forth in the “Customer Agreement on Financial Instruments Brokerage Services (Monex, Inc.)”. The transactions between Monex, Inc. and the User shall be subject to the contracts designed by Monex, Inc. Transactions between Monex, Inc. and the User through the financial instruments brokerage services shall be transferred from the Service to the web-based service provided by Monex, Inc. after undergoing personal identification procedures set forth in Article 8. Such transactions will then be processed by the method prescribed by Monex, Inc.

### **14. Applications and the conclusion of individual annuity insurance contracts (using services for selling individual annuity insurance)**

- (1) Method for applying for individual annuity insurance contracts  
The timing for accepting applications for individual annuity insurance contracts via services for selling individual annuity insurance is when insurance premiums are credited to the insurance premium accounts of the Underwriting Insurance Company, after taking the personal identification procedures stipulated in Article 8, inputting and entering application details for the insurance contract, etc., completing the procedures designated by the Bank or the Underwriting Insurance Company, and remitting insurance premiums by a method designated by the Bank. When insurance premiums are not remitted within a certain period of time after the date on which the application details for the insurance contract are entered, the entry of application details for insurance contracts will be nullified.
- (2) Conclusion of insurance contracts
  - (i) An insurance contract is deemed to have been concluded when an Underwriting Insurance Company accepts the underwriting of the applied-for insurance contract, after completing the application based on the procedures designated in (1) above. After the conclusion of the insurance contract, a life insurance policy, etc. will be sent by the Underwriting Insurance Company.
  - (ii) When any of the events where insurance contracts cannot be underwritten applies, as set forth in provisions established by the Underwriting Insurance Company, and other regulations, etc. (hereinafter in this Rule, the “Provisions for Individual Annuity Insurance Contracts, etc.”), the Underwriting Insurance Company will not underwrite contracts as mentioned in (i) above. In such cases, the Bank and the Underwriting Insurance Company will not be liable for any losses incurred by the User.
  - (iii) The User may cancel or change an individual insurance contract via services for soliciting sales of individual annuity insurance policies only when the application designated in (1) above has not yet been completed.
- (3) Exemption from liabilities prior to the conclusion of insurance contracts; time when liabilities under insurance contracts come into force  
Based on the procedures designated in (2) above, prior to the conclusion of insurance contracts, the Bank shall not be liable to the User, even if the User claims that he/she suffered damages, losses or other disadvantages from the insurance contract not being concluded. If the Underwriting Insurance Company agrees to underwrite the applied-for insurance contract, it shall take responsibility under the insurance contract from the time when both the payment of the insurance premium and the announcement by the User are completed.
- (4) Suspension of services for soliciting the sales of individual annuity insurance policies
  - (i) Where the Bank cannot provide services for soliciting the sales of individual annuity insurance policies for the reasons stipulated in the Provisions for Individual Annuity Insurance Contracts, etc.; failures in communication lines, communication equipment or computer system equipment, etc.; or defects or other reasons which are not attributable to the Bank, the Bank may suspend the services at its discretion.
  - (ii) In the case of (i) above, the Bank shall have no obligation to provide services for soliciting the sales of individual annuity insurance policies by means other than PowerDirect.
  - (iii) When the Bank suspends services for soliciting sales of individual annuity insurance policies based on (i) above, the Bank will not be liable for any

- losses incurred by the User.
- (5) Confirmation of the details of individual annuity insurance contracts, etc.
  - (i) After the User concludes an individual annuity insurance contract via the services for soliciting the sales of individual annuity insurance policies, references to contract details and the transfer of accumulated funds, etc. will be executed via the Underwriting Insurance Company.
  - (ii) When any points in the details of (i) above or the operation methods, etc. are unclear, or when such information cannot be referred to, please contact the Underwriting Insurance Company.

#### **14-2. Attention to the use of the Messaging Service**

- (1) The Messaging Service shall not respond to inquiries corresponding to the following items:
  - (i) Inquiries that are irrelevant to the Bank's transactions or services for individual customers and inquiries beyond the Bank's business scope
  - (ii) Inquiries that cannot be responded to through the Messaging Service in light of the laws and regulations applied to the Bank, the Bank's self-imposed regulations, administrative guidelines or instructions and other rules that the Bank should comply with
  - (iii) Inquiries that have been judged by the Bank that cannot be responded to the User appropriately, in addition to the inquiries provided in the preceding items
- (2) The Bank shall not affirm that the Messaging Service responds to inquiries and provides information from the Bank certainly and swiftly. The Bank may terminate responding to inquiries and providing information from the Bank when the Bank has judged that it is not appropriate to maintain the Messaging Service, in addition to the cases stipulated in the preceding Paragraph and Article 18.
- (3) Irrespective of the reasons, in using the Messaging Service, the User shall not conduct the acts stipulated in the following items and shall not have third parties conduct the acts.
  - (i) Acts that violate the rights and assets of other Users or third parties or acts that may violate the rights and assets of other Users or third parties
  - (ii) Acts that slander the Bank, other users or third parties or slander the products or/and services of the Bank, other users or third parties
  - (iii) Provision of harmful, pornographic or violent information or information, etc. including such expressions
  - (iv) Use of the messaging service beyond the scope stipulated in Article 1, Paragraph (7)
- (4) When, in using the Messaging Service, there is incorrect information in the information entered by the User or in the information entered by the Bank based on the declaration from the User, the Bank shall not be liable for the damages incurred in the procedures based on the information excluding causes imputable to the Bank.
- (5) In addition to the damages stipulated in the preceding Paragraph, the Bank shall not be liable for the damages incurred due to the reasons stipulated in the following items:
  - (i) Errors and omissions, etc. in the information, etc. sent by using the Messaging Service caused by disasters, incidents, accidents during transportation, failures of telecommunication devices or telecommunication lines due to force majeure, reasons such as measures implemented by the court, etc. or reasons not attributable to the Bank
  - (ii) Errors and omissions, etc. in the information, etc. sent by using the Messaging Service caused by failures in telecommunication devices, telecommunication lines, computers, etc. or the information transmission system using them despite implementation of security measures deemed reasonable by the Bank
  - (iii) Errors and omissions, etc. in the information, etc. sent by using the Messaging Service due to reasons attributable to third parties other than the Bank

#### **15. Request, Acceptance and Completion of Inquiry Services**

- (1) How to Request for Inquiry Services
 

The Request for inquiry services under the Service shall be made by the User conducting the necessary personal identification procedures in Article 8 through the computer, and accurately entering the contents for inquiry by the method prescribed by the Bank and for such Request being conveyed to the Bank.
- (2) Fixing the Request
 

Using the inquiry services, the contents of the Request shall be fixed after the request made in above (1) reaches the Bank, and the reply to and information regarding such inquiry shall be made by the method prescribed by the Bank.
- (3) Method of Securities Balance Inquiry
 

Securities balance inquiry shall be subject to the provisions of Paragraph (1) above and are available when the User applies for the inquiry service through the method prescribed by the affiliated securities company and agrees with the rules set forth by the affiliated securities company, and when the affiliated securities company accepts the application. The securities balance will be displayed on the screen of the Service when the inquiry service becomes available.

#### **16. Transaction limitations**

Services/transactions other than the services/transactions which are displayed on the screen related to the services may not be used via the services. For example, please note that the following Investment Trust Transactions will not be handled. Moreover, services/transactions may be partially and temporarily limited to change the services/transactions provided via the services.

- (i) Cancellation of transfer settlement accounts or custody accounts
- (ii) Transfer of beneficiary interest, receipt/return of beneficiary certificates

- (iii) Preferential redemption/switching
- (iv) Application for purchase
- (v) Acceptance of applications for tax-free savings related to the *Maruyū* program (tax exemptions granted to interest income, etc. on small bank deposits and postal savings, etc. paid to investors who are 65 or older, etc.)
- (vi) Creation of a “right of pledge” (*shichi-ken*) on beneficial interests, etc.
- (vii) Special cancellation

## 16-2. Prohibited acts

- (1) Irrespective of the reasons, the User shall not conduct the acts stipulated in the following items and shall not have third parties conduct the acts.
  - (i) Reverse-assembling or reverse-compiling of the Bank’s system or the Application
  - (ii) Creation of or trying to create source codes through reverse engineering of the Bank’s system or the Application or other measures
  - (iii) Revision and copying the service in whole or in part through translation or adaption
  - (iv) Elimination of the product marking or copyright of the service in whole or in part
  - (v) Violation of the intellectual properties of the service in whole or in part including sales, lease, transfer, or succession of the service, accepting of sublicensing of the service or offering the service as collateral
- (2) The User shall comply with the Foreign Exchange and Foreign Trade Act and other related laws and regulations related to export and import (including all laws and ordinances, etc. based on Japanese laws and foreign countries’ laws) and shall obtain all permissions and approvals (hereinafter, “Permissions and Approvals, etc.”) under the User’s responsibility. The User shall not take the Application outside Japan without obtaining the needed Permissions and Approvals, etc. The User shall resolve all issues that have occurred through violations of the provisions in this Paragraph under the User’s responsibility.

## 17. Exemption of Liabilities

- (1) The Bank shall be responsible only for Requests from the User received through the computers. In addition to the exemptions from liability provided in the Common Customer Agreement on the PowerFlex Transactions, the Bank shall not be liable for any damages resulting from the following events:
  - (i) If the provision of the Service is delayed or suspended due to breakdowns in the communication devices or lines, disturbances in the communication systems such as in the telephone lines or any errors or omissions in the information sent from the Bank, notwithstanding reasonable safety measures taken by the Bank;
  - (ii) If the User’s password or transacted information is intercepted on the communication routes such as the telephone lines and exclusive telephone lines and leaked;
  - (iii) If the Service is delayed or suspended for reasons due to the access provider, the operating system or the viewing software or if errors or omissions have occurred in the information sent from the Bank;
  - (iv) If any disturbances occur such as due to computer viruses, notwithstanding reasonable safety measures taken by the Bank; or
  - (v) If any disturbances occur in the User’s computers or in the information or software with which the User received the information, where such disturbances are not attributable to the Bank such as User’s willful conduct or negligence.
  - (vi) Where Investment Trust Transactions are delayed or cannot be executed because of the closing of overseas markets
  - (vii) Where Investment Trust Transactions are delayed or cannot be executed, because the revocation of the license or other administrative disciplinary actions are issued to the company entrusted with investment trusts; the Clearing House in observing its rules takes procedures to suspend transactions between the company and banks/similar institutions; the company has become unable to pay debts or application or petition is submitted for the commencement of legal bankruptcy proceedings, such as bankruptcy proceedings, civil rehabilitation proceedings or special liquidation proceedings
  - (viii) Where Investment Trust Transactions are delayed or cannot be executed because of computer system failures in stock exchanges.
- (2) If the various transactions pursuant to this Customer Agreement are effected outside of Japan, those transactions shall be deemed to have been conducted in Japan and shall be governed only by the laws of Japan. The Bank shall not assume any liabilities whatsoever for any damages incurred by the User in executing the transactions based on this Customer Agreement outside of Japan or from outside of Japan.

## 18. Termination

- (1) If the User Account is closed, the Service shall also be deemed to be canceled.
- (2) The Bank may suspend the Service without notifying the User if any of the following events occur with respect to the User:
  - (i) If the User suspends payment or a petition for bankruptcy civil rehabilitation procedures is made;
  - (ii) If any notice for provisional attachment, preservative attachment or attachment order is issued concerning the User’s deposit or other claims the User has against the Bank;
  - (iii) If the inheritance procedures are commenced;
  - (iv) If the whereabouts of the User becomes unknown to the Bank due to the User’s omission to notify its change of address;
  - (v) If the User’s place of work is changed to a foreign country or if the User will be abroad for more than half of the year; or
  - (vi) If there occur any other material events under which it is unavoidable for the Bank to suspend the Service.
- (3) When any of the following applies to the User, and the User does not make corrections despite the Bank’s clear statement on the situation and request for correction, the Bank may suspend the provision of Services to the User:
  - (i) If the Bank reasonably deems that the transaction is or is likely to be an inappropriate transaction, such as frequent transactions within a short period, a

transaction that causes interbank market disruption, a transaction that affects hedging transactions by the Bank, or excessive transactions, irrespective of the methods used.

- (ii) If a transaction is conducted by unauthorized manipulation or modification of the Services or systems, such as by using other systems, or the Bank deems that such transaction has been conducted.

#### **19. Amendments to Customer Agreement**

- (1) If it becomes necessary to change or amend this Customer Agreement due to amendments to applicable laws or ordinances, direction of the competent regulatory body, change in monetary situations or any other causes or if the necessity of the amendment is recognized due to the Civil Act or other laws and regulations, the Bank may do it by informing the contents of the amendments through methods such as using the internet, posting in the Bank's offices and sending postal mail.  
After the amendment, customers are requested to comply with the amended Customer Agreement.
- (2) Irrespective of the provisions of the preceding Paragraph, upon announcement based on the method stipulated in the preceding Paragraph, the Bank may repeal or change the compensation based on the provisions of Article 11 at its own discretion.

#### **20. *Mutatis Mutandis* Application of the Provisions of Other Customer Agreements**

- (1) Of any matters which are not set forth in these this Customer Agreement, the matters commonly handled with respect to the PowerFlex Transactions such as concerning the change in the notified matters, indemnification, governing law and competent court shall be handled in accordance with the "Common Customer Agreement on PowerFlex Transactions".
- (2) Any matters which are not set forth in this Customer Agreement concerning Transfer, Transfer of Funds to Time Deposit, Transfer of Funds to 2 Weeks Maturity Deposits, Special Deposit Transfer Transactions, and SBI Hyper Yokin Transfer Transactions shall be handled in accordance with the "Customer Agreement on Yen Deposit for PowerFlex Account" and "Customer Agreement on Foreign Currency Deposit for PowerFlex Account" of the Bank.
- (3) Any matters which are not set forth in this Customer Agreement concerning transfer of funds shall be handled in accordance with the Bank's "Customer Agreement on Transfer (for Individual Clients)".
- (4) Application of the Provisions for Individual Annuity Insurance Contracts, etc.  
Applications, assessments, approvals, and the conclusion, coverage and management, etc. of individual annuity insurance contracts which are concluded by the User via the services for selling individual annuity insurance, will be subject to this Rule and the Provisions for Individual Annuity Insurance Contracts, etc. for the said individual annuity insurance products.
- (5) Any matters related to financial instruments brokerage services but not expressly set forth in this Agreement shall be handled as set forth in the "Customer Agreement on Financial Instruments Brokerage Services (SBI SECURITIES, Co., Ltd.)" and the "Customer Agreement on Financial Instruments Brokerage Services (Monex, Inc.)" of the Bank.
- (6) Matters related to COTRA Remittance Transactions that are not stipulated in this Agreement shall be handled the Bank's Customer Agreement on COTRA Remittance Transactions.

## **Customer Agreement on PowerDirect API Service**

This Customer Agreement sets out the Bank's handling procedures for customers who are using PowerFlex transactions (hereinafter, the "Users") when they use PowerDirect API Service.

#### **1. Contents of PowerDirect API Service**

PowerDirect API Service is a service that enables the Users using PowerDirect to link part of PowerDirect functions with the services provided by external service providers (i.e., external service providers that provide various linked services (the "Linked Service") to users via API; the same shall apply hereinafter).

#### **2. Service Fees**

Use of PowerDirect API Service incurs no service fees in principle, but there are cases where the fees are incurred depending on the content of the transaction. Use of the Linked Service may require payment of service fees to the external service providers.

#### **3. Use of PowerDirect API Service**

- (1) To start using PowerDirect API Service, Users need to register for each of the Linked Service. The registration shall be made by following the Bank's instructions, entering a 10-digit number consisting of a 3-digit branch code and a 7-digit account number and a PowerDirect password on PowerDirect API Service authentication screen via the Linked Service. Furthermore Users shall authorize the external service provider to link their PowerFlex accounts (hereinafter the "Account") to the extent necessary for the Linked Service. Users need to register the use of the Linked Service and to authorize the external service provider again to link their Account if a certain period has passed since the last use. To register PowerDirect Password, refer to the "Customer Agreement on PowerDirect".
- (2) After completing the registration for the use and the authorization for the link described in the preceding paragraph, identity confirmation shall be conducted with the authentication of the Linked Service. With the identity confirmation, the Bank shall consider that the customer has instructed the Bank to share his/her information needed.

Even if there is an illegal use or other irregularities with respect to the authentication information of the Linked Service, the Bank shall not be responsible unless there is a reason attributable to the Bank even if the customer suffers damage.

- (3) The authentication information of the Linked Service shall be strictly maintained confidential at the responsibility of the Users and handled carefully to avoid disclosure, loss or theft.
- (4) Users shall agree in advance that information pertaining to Users will be disclosed or provided to external service providers to the extent necessary for providing the Linked Service when using the Linked Service which Users registered for and authorize to link with.
- (5) The Account information shared for the Linked Service by PowerDirect API Service shall be limited to the information available on the Bank's system at the time when the Users make an inquiry via the Linked Service, and shall not necessarily reflect the latest information. Furthermore, the Account information which the Bank can share with the Linked Service is limited to that of the period the Bank specifies.
- (6) The PowerDirect API Service hours shall be designated by the Bank, and these hours may vary depending on the type of service or transaction. The Bank may change the service hours without notice to the Users in the event the Bank needs to conduct maintenance services or to fix disruptions.

#### **4. Change, Suspension, or Discontinuance of PowerDirect API Service**

- (1) When Users wish to change, suspend, or discontinue PowerDirect API Service, they need to follow the procedures the external service providers stipulate. The Bank may regard that PowerDirect API Service continues until the Bank confirms by the method prescribed by the Bank that the PowerDirect API Service was changed, suspended, or discontinued. The Bank shall not be responsible for any damage which happens to the Users until the Bank confirms the change, suspension, or discontinuation of the PowerDirect API Service.
- (2) When PowerDirect services relating to the Account are suspended, PowerDirect API Service is suspended consequently. Furthermore, when the User discontinues use of PowerDirect, PowerDirect API Service will no longer be provided either.

#### **5. Other Exemption of Liabilities**

- (1) The Bank does not guarantee that the Linked Service will be properly linked with PowerDirect API Service at all times, that the Linked Service meets the Users' needs, and that the information provided to Users under the Linked Services is accurate, appropriate, reliable and timely.
- (2) The Bank shall not be responsible for any damage which is attributable to the Linked Service and caused to the Users.
- (3) All or part of PowerDirect API Service may be temporarily restricted or suspended without prior notice to the Users, for technical reasons of the Service or operational, security or maintenance reasons of the Bank.
- (4) The Bank shall not be responsible for any damage caused by any of the preceding three paragraphs.

#### **6. Application of the Provision of Other Customer Agreements**

Any matters not expressly set forth in this Agreement shall be governed by the Common Customer Agreement on PowerFlex Transaction and the Customer Agreement on PowerDirect.

## **Customer Agreement on PowerFlex Cash Card**

This Customer Agreement sets forth the rules concerning the handling methods of the Bank with respect to PowerFlex transactions via use of the cash card issued by the Bank (hereinafter the "Card").

For the purposes of these rules, the yen savings deposit in the PowerFlex account shall be referred to as the "Savings Deposit".

### **1. Use of the Card**

The Card may be used in each of the following cases with respect to the PowerFlex account (hereinafter the "Account").

- (i) Making a deposit into the Savings Deposit using an automatic teller machine ("ATM");
- (ii) Making a deposit into the Savings Deposit using ATM of any other financial institution which is in alliance with Bank (hereinafter the "Alliance Partner") in cash payment and deposit via ATM and automatic paying machines (including automatic teller machine; hereinafter "Paying Machine")
- (iii) Making a withdrawal from the Savings Deposit using Paying Machines of the Bank or Alliance Partners; and
- (iv) Any other transaction designated by Bank.

### **2. Deposit into Savings Deposit via ATM**

- (1) When you deposit money into your Savings Deposit via the ATM, please insert your Card and put cash into the money slot of the ATM by following the instructions shown on the ATM display.
- (2) Only the banknotes stipulated by the Bank or Alliance Partner may be deposited in accordance with the preceding item. The amount per deposit must be below the maximum amount stipulated by the Bank and Alliance Partner. The number of deposits to be conducted within a certain period of time shall be limited as designated by the Bank or Alliance Partner. In case where the number of deposits exceeds the stipulated number, use of the Card may be suspended at ATMs and Paying Machines.

### **3. Withdrawal from Savings Deposit via Paying Machine**

- (1) When withdrawing money from the Savings Deposit via the Paying Machine, please insert your Card and correctly enter the personal identification number you have registered and the withdrawal amount by following the instructions shown on the Paying Machine display. In this case, you do not have to



submit a withdrawal slip.

- (2) Withdrawal via the Paying Machine shall be in the monetary units designated by the Bank or any Alliance Partner depending on the type of the Paying Machine and the amount per withdrawal shall be limited as designated by the Bank or the relevant Alliance Partner. The amount to be withdrawn per day shall be limited as designated by the Bank. The number of withdrawals to be conducted within a certain period of time shall be limited as designated by the Bank. In cases where the number of withdrawals exceeds the stipulated number, a use of the Card may be suspended at ATMs or Paying Machines.
- (3) When withdrawing money via the Paying Machine, the withdrawal cannot be made if the total of the amount requested for withdrawal and the Automatic Machine Use Fee prescribed in the following Paragraph exceeds the amount which you are able to withdraw.

#### **4. Fee for Use of Automatic Machine**

- (1) When a withdrawal is made from the Savings Deposit via a Paying Machine, the fee for using the Paying Machine (hereinafter the "Automatic Machine Use Fee"), which shall be designated by the Bank or the relevant Alliance Partner and shall be indicated in the store, shall be charged.
- (2) The Automatic Machine Use Fee shall automatically be charged to the Account without any withdrawal slip upon withdrawal from your Savings Deposit. The Automatic Machine Use Fees of Alliance Partners shall be paid by the Bank to the relevant Alliance Partner.

#### **5. Procedures in case of Failure of ATM or Paying Machine**

- (1) When it becomes impossible to deposit money via the ATM due to electric service interruption, system failure or any other reason, you may make a deposit with your Card at the counter of main office or the branches of the Bank in Japan during the counter operating hours.
- (2) When withdrawal cannot be made via the Paying Machine of the Bank due to power failure, malfunction or any other reason, you may make a withdrawal with your Card at the counter of any branch of the Bank during the counter operating hours, up to the maximum the Bank has designated for the case of failure of its Paying Machines. This service is not available at the counters of Alliance Partners.
- (3) When you make a withdrawal as prescribed in the preceding Item, please fill in the withdrawal slip, put your name and seal (or signature) thereon and submit it to the counter with your Card. However, this does not apply to other procedures designated by the Bank. The procedures are subject to the rules for the procedures.

#### **6. Management of Card and Personal Identification Number and Others**

- (1) The Bank shall provide funds from your Savings Deposit in the manner stipulated by the Bank after recognizing the Card used for operating the Paying Machine as being duly issued by the Bank and identifying the personal identification number which you have registered.
- (2) Please keep your Card safe so as not to be used by anyone else, avoid using a personal identification number that can be easily predicted such as your birth date and your telephone number, and keep your personal identification number confidential. If there is a possibility of unauthorized use by any other party such as forgery, extortion, theft, or a lost Card, the account holder shall immediately make a report to the Bank through the Bank call center, "PowerCall" (hereinafter the "Bank Contact Center"). Upon receipt of such a report, except for the extortion, the Bank shall immediately take measures to suspend withdrawals of the Savings Deposit as stipulated in Paragraph (2) of Article 8 of the PowerFlex Customer Agreement.
- (3) In case of Card theft or extortion, the Customer shall be requested to submit a report to the Bank in the designated form in addition to the report stipulated in Paragraph (2).

#### **7. Withdrawals, etc. made using forged cards, etc.**

Any withdrawal made using a forged or counterfeited card shall be invalid unless the withdrawal is done by the account holders' willful misconduct or unless the Bank proves that the Bank is in good faith without any negligence and the account holders have committed gross negligence.

In the case of above withdrawal, the account holders shall submit documents designated by the Bank and cooperate with the Bank in examining the conditions relating to the control of the card and the personal identification number, the status of damage(s), the status of any notification to the police, etc.

#### **8. Withdrawals, etc. made using stolen cards**

- (1) If all of the following requirements are satisfied, where a card is stolen and unjustly used by a third party for withdrawals, you may ask the Bank to compensate you for an amount equivalent to the loss (including fees and interest) incurred by you due to the unjust withdrawal.
  - ① You notified the Bank of the theft promptly after you noticed it.
  - ② You provided sufficient explanations for the Bank to look into the matter.
  - ③ You provided the Bank with materials showing that you notified the police of the theft or that convince the Bank of the fact of the theft.
- (2) When a request is made under the preceding Paragraph, except for cases of withdrawal by your willful misconduct, the Bank shall compensate you for the amount equivalent to the loss (including fees and interest) with respect to withdrawals made since the day 120 days before the notification of the theft to the Bank (hereinafter referred to as the "Compensation Amount") (however, if you prove that there was a reasonable cause preventing immediate notification to the Bank, the number of days when such a cause was continuing shall be added to the said 120 days). However, if the Bank proves that the Bank was in good faith, without any negligence, and that you were negligent, the Bank shall compensate you for three fourths of the Compensation Amount.
- (3) The provisions of the preceding two Paragraphs shall not be applied if the notification under Paragraph (1) is made after a lapse of two years from the date of the theft (when the date of the theft is unknown, the date of the first unjust withdrawal from a savings deposit using the stolen card with respect to the subject theft).



- (4) Notwithstanding the provisions in Paragraph (2) above, when the Bank proves that the case falls under any one of the following, the Bank shall not assume any responsibility to compensate under this Article.
  - ① With respect to the subject withdrawal, the Bank is in good faith, without any negligence, and the case falls under any one of the following categories.
    - A. The Bank proves that you have committed gross negligence.
    - B. The unjust withdrawal is made by your spouse, your relative in the first or second degree, anyone living with you, or your domestic helper (housekeeper engaged in housework in general, etc.)
    - C. In explaining the damage conditions to the Bank, you provided the Bank with materially false explanations.
  - ② The card was stolen making use of or accompanying an unusual social disorder caused by war, social disruption, etc.

#### **9. Damage by robbery involving a threat to personal safety (“Extortion”)**

- (1) With respect to damage by robbery involving a threat to personal safety, if the case falls under all of the following, upon your request, the Bank may compensate an amount equivalent to the amount of damage within a ceiling of 500,000 yen per card.
  - ① You notified the Bank of the Extortion promptly after you suffered from it.
  - ② You provided sufficient explanations for the Bank to look into the matter.
  - ③ You provided the Bank with materials showing that you notified the police of the Extortion.
- (2) The provisions of the preceding Paragraph shall not be applied if the notification under the preceding Paragraph is made after a lapse of three months from the date of the Extortion.
- (3) Notwithstanding the provisions in Paragraph (1) above, when the Bank proves that the case falls under any one of the following, the Bank shall not assume any responsibility to compensate under this Article.
  - ① With respect to the subject extortion, the case falls under any one of the following categories.
    - A. The Bank proves that you have committed gross negligence.
    - B. The extortion was committed by or involves your spouse, your relative in the first or second degree, anyone living with you, or your domestic helper (housekeeper engaged in housework in general, etc.)
    - C. In explaining the damage conditions to the Bank, you provided the Bank with materially false explanations.
  - ② The Extortion was committed making use of or accompanying an unusual social disorder caused by war, social disruption, etc.

#### **10. Error in Use of ATM or Paying Machine**

The Bank shall bear no responsibility for damages arising from and attributable to any error in entry of the amount or the like upon operating the ATM or Paying Machine. This shall also apply with respect to the responsibility of the Alliance Partners when you use the Paying Machine of any Alliance Partner.

#### **11. Cancellation**

- (1) In the case that you close the Account, please so notify in the designated form and return your Card to the Bank. This shall also apply when you close the Account under other customer agreements including the Common Customer Agreement for PowerFlex Transactions.
- (2) Should the Bank deem it inappropriate to allow you to use the Card due to falsification, unauthorized use and the like, use of the Card may be refused. In this case, please return the relevant Card to the Bank as soon as the Bank so requests.
- (3) In the case of any of the following, use of the Card may be suspended. Such suspension shall be lifted when the relevant User presents the identification documents designated by the Bank at the counter of the Bank and the Bank verifies the identity of the User.
  - (i) When Card is assigned, pledged or lent
  - (ii) When a certain period of time, separately set forth by the Bank, has elapsed since the User last made a deposit or withdrawal concerning the Account
  - (iii) When the Bank judges that Card is at risk of being misused for fraud due to forgery, theft, or loss etc.

#### **12. Amendments to Customer Agreement**

- (1) If it becomes necessary to change or amend this Customer Agreement due to amendments to applicable laws or ordinances, direction of the competent regulatory body, change in monetary situations or any other causes or if the necessity of the amendment is recognized due to the Civil Act or other laws and regulations, the Bank may do it by informing the contents of the amendments through methods such as using the internet, posting in the Bank’s offices and sending postal mail.  
After the amendment, customers are requested to comply with the amended Customer Agreement.
- (2) Notwithstanding the provisions of the preceding paragraph, the Bank may, at any time, repeal or change the content of compensatory measures prescribed in Article 9 after providing notice according to the method described in the preceding paragraph.

#### **13. Mutatis Mutandis Application of the Provisions of Other Customer Agreements**

Any matters not set forth herein shall be handled in accordance with the "Common Customer Agreement on PowerFlex Transactions" and the "Customer Agreement on Yen Deposit for PowerFlex Account".

# Customer Agreement on PowerFlex Debit Card Transactions

## Chapter 1 Debit Card Transactions

### 1. Scope of Application

This Chapter governs transactions (hereinafter referred to as the "Debit Card Transaction") in which you shall pay any obligation that you owe to any of the following persons (hereinafter referred to as a "Merchant") in connection with sale of goods or provision of services by such Merchant (hereinafter referred to as a "Sales and Purchase Transaction") (hereinafter referred to as a "Sales and Purchase Transaction Liability") upon presentation to such Merchant of a debit card (which means the cash card for yen savings deposit or other deposits of the Bank which shall be issued by the Bank pursuant to the "Common Customer Agreement on PowerFlex Transactions" and the "Customer Agreement Concerning PowerFlex Cash Card"; hereinafter referred to as the "Card") by debiting the amount of such obligation from the amount in deposit with the deposit account of such Card (hereinafter referred to as a "Debit Card Transaction" in this Chapter).

- (1) Corporations or individuals that have agreed to the Merchant Rules (hereinafter referred to as the "Rules") stipulated by the Japan Electronic Payment Promotion Organization (hereinafter referred to as "JEPPPO"), have been registered as Direct Merchants (as defined below) with JEPPPO, and then have been entered into a certain participation agreement as stipulated by the Rules with one or more financial institutions that are members of JEPPPO (hereinafter referred to as the "Participating Banks") (hereinafter referred to as the "Direct Merchants");
- (2) Corporations or individuals that have agreed to the Rules and have entered into a certain indirect participation agreement, as stipulated by the Rules, with any of the Direct Merchants; and
- (3) Corporations or individuals that are members of any association (*kumiai*) under the Civil Code that has agreed to the Rules, has been registered as a voluntary association (*nin-i kumiai*) with JEPPPO, has concluded a participation agreement with the Participating Bank, and that also have agreed to the Rules.

### 2. Method of Use

- (1) When you use the Card for a Debit Card Transaction, please insert or scan your card using the terminal for the Debit Card Transaction which is installed in the Merchant (hereinafter referred to as the "Terminal") or deliver the Card to the Merchant so that the Merchant can cause the Terminal to read the Card, and then input your own personal identification number for the Card (hereinafter referred to as the "PIN") into the Terminal, after checking the amount of the obligation from the underlying purchase and sale transaction, which is displayed on the Terminal, and while using due caution so that your PIN may not be seen by third parties (including employees of the Merchant).
- (2) You shall not be allowed to use the Card with the aim of getting cash through the withdrawal of any portion of the amount in deposit using the Terminal.
- (3) You cannot enter into the Debit Card Transaction in any of the following cases:
  - (i) When the Terminal is not available due to outage, failure or other reasonable cause;
  - (ii) When the amount of use of the Card per transaction exceeds the maximum limit or does not reach the minimum limit, as designated by the Merchant; or
  - (iii) When the merchandise you purchase or the service you are provided with falls within the merchandise or service that the Merchant designates as impossible to deal with by Debit Card Transaction.
- (4) You cannot use the Card for Debit Card Transactions in the following cases:
  - (i) if the amount used by the Card per day exceeds the limit designated by the Bank;
  - (ii) if you mistakenly input the PIN of the Card into the Terminal more than the number of times designated by the Bank; and
  - (iii) if the Card (including the magnetic record of the magnetic strip) is destroyed.
- (5) You cannot enter into Debit Card Transactions on the days or during the hours that the Bank determines that the Debit Card Transaction is unavailable.

### 3. Debit Card Transaction Agreement

When a PIN is input pursuant to Paragraph (1) of the immediately preceding Article, an agreement for payment by debit of the obligation from the purchase and sale transaction with the Merchant from the Deposit Account (hereinafter referred to as the "Debit Card Transaction Agreement") shall be deemed to be successfully concluded, subject to termination when an electronic message showing a confirmation of debit from the relevant account is not displayed on the Terminal, and instructions to the Bank as to debiting of the amount in deposit equal to the obligation from the underlying purchase and sale transaction, and a request for the payment of the obligation from the purchase and sale through the amount in deposit so debited in accordance with such instructions, shall be deemed to have been made. No withdrawal slip shall be needed to be submitted regarding the instruction as to such debit of the amount in deposit.

### 4. Restoration of the Deposit in Deposit

- (1) When any debit of the amount in deposit from the Deposit Account is made by a Debit Card Transaction, you shall have no right to demand that any third party other than the Merchant (including the specified successor of the Merchant and the Bank) pay the amount of cash equal to the amount in deposit so debited or demand that the Bank restore the amount in deposit so debited to the original condition, even if the Debit Card Transaction Agreement is terminated (including termination by agreement) or lawfully ceases to be effective by cancellation or otherwise (including the cancellation of the Debit Card Transaction Agreement together with the cancellation of the underlying purchase and sale transaction).

- (2) Notwithstanding the provision of the foregoing Paragraph, the Bank shall restore the amount in deposit once debited to the original condition, only if you bring the Card and such personal identification material that the Merchant deems necessary to the Merchant at which you have entered into the Debit Card Transaction, and request via the Merchant that the Bank restore the amount in deposit once withdrawn to the original condition, and then the Merchant sends an electronic message of cancellation to the Bank through the Terminal, and the Bank receives such electronic message on the same date as that on which the underlying Debit Card Transaction Agreement has been successfully concluded. When you request through the Merchant that the Bank restore the amount in deposit so debited to the original condition, please cause the Terminal to read the Card or deliver the Card to the Merchant to cause it to be read by the Terminal. If you cannot send an electronic message of cancellation through the Terminal, you cannot restore the deposit so debited.
- (3) If your amount in deposit once debited cannot be restored to the original condition pursuant to Paragraph (1) or the immediately preceding Paragraph, please settle the issue with the Merchant by receiving a refund from the Merchant or otherwise.
- (4) Paragraphs (1) through (3) shall also apply to the case where the Debit Card Transaction Agreement has been successfully concluded as a result that you have input the personal identification number into the Terminal, ignoring any erroneous input of the amount or other data in the Debit Card Transaction.

## **5. Suspension of the Debit Card Transaction**

If you do not wish a Debit Card Transaction to be done using the Card, please take the specified action to suspend the Debit Card Transaction in the manner designated by the Bank. In such case, the Bank shall take prompt action to suspend the Debit Card Transaction with respect to your deposit account. The Bank shall not be liable for damage arising prior to the completion of such action.

## **6. Error in Use of Terminal**

- (1) Once the Bank has made a refund from your Deposit Account after recognizing from its electromagnetic records the Card used for operating the Terminal as duly issued by the Bank and identifying the PIN which you have registered, the Bank shall bear no responsibility for damages arising from and attributable to forgery, falsification, fraudulent use or any other incidents with respect to your Card or PIN. Provided however, this shall not apply if the Bank is able to confirm that such refund was made using a forged Card and there exist no reasons attributable to the depositor with respect to control of the Card and the PIN.
- (2) The Bank shall bear no responsibility for damages arising from and attributable to any error in entry of the amount or the like upon operating the Terminal.

## **Chapter 2 Cash-out Transactions**

### **1. Scope of Application**

This Article governs transactions which pay a liability owned to any of the following Merchants (hereinafter referred to as a “CO Merchant”) (hereinafter referred to as a “Payment Liability”) in connection with sales of goods or provision of services by the CO Merchant upon presentation of the Card to the CO Merchant (hereinafter referred to as a “Sales and Purchase Transaction”) and transactions which pay for the cash received from the CO Merchant (hereinafter referred to as a “Cash-out Transaction) through withdrawal from a deposit account (hereinafter referred to as a “CO Debit Transaction”).

- (1) Corporations or individuals that have agreed to the cash-out merchant agreement stipulated by JEPPPO (hereinafter referred to as the “Agreement”), have been registered with JEPPPO, and have concluded a CO Direct Merchant agreement stipulated by JEPPPO with Participating Banks (hereinafter referred to as “CO Direct Merchants”) whose CO Debit Transactions have been approved by the Bank;
- (2) Corporations or individuals that have concluded a CO Direct Merchant agreement stipulated by JEPPPO with CO Direct Merchants and whose CO Debit Transactions at them have been approved by the Bank; and
- (3) Corporations or individuals that are members of any association under the Civil Code that has agreed to the Agreement, has been registered as a CO voluntary association with JEPPPO, has concluded a CO Direct Merchant agreement stipulated by JEPPPO with Participating Banks, and whose CO Debit Transactions have been approved by the Bank

### **2. Method of Use**

- (1) When you use the Card for a CO Debit Transaction, have the Terminal read the Card or bring the Card to the CO Merchant to ask the CO Merchant to have the Card read by the terminal. Then confirm the amount of the Payment Liability displayed on the Terminal and enter the PIN of the Card carefully so that it will not be seen by third parties (including the employees of the CO Merchant).
- (2) CO Debit Transactions are not available in the following cases:
  - (i) When the Terminal is not available due to power failure or breakdown; and
  - (ii) if the amount used by the Card per day exceeds the maximum limit or does not reach the minimum limit designated by the CO Merchant
- (3) You cannot use the Card for a CO Debit Transaction in the following cases:
  - (i) When you have entered a wrong PIN of the Card for more than the number of times designated by the Bank;
  - (ii) when the debit amount using the Card per day has exceeded the scope designated by the Bank;
  - (iii) when the Card (including the electronic record of the magnetic stripe) is destroyed;
  - (iv) when you have presented a card which the Bank has not accepted to be used at the CO Merchant; and
  - (v) when the application for a CO Debit Transaction appears to be suspicious
- (4) CO Debit Transactions are not available when the product to be purchased or services, etc. to be provided fall into the products or services, etc. that are designated by CO Merchants as unable to be purchased or provided through a CO Debit Transaction.

- (5) You cannot use the Card for a Cash-out Transaction when the CO Merchant has rejected the Cash-out Transaction based on the Agreement, including when the CO Merchant needs to secure an amount of cash needed for conducting the CO Merchant business.
- (6) CO Transactions are not available on the days or time zones designated by the Bank that CO Debit Transactions cannot be conducted.
- (7) Some CO Merchants need to pay fees for CO Debit Transactions. In such cases, the payment liabilities for the fees shall also be included in the Payment Liability stipulated in the next Article.

### **3. CO Debit Transaction Agreement, etc.**

When you have entered your PIN under Paragraph (1) of Article 2, an agreement to pay the Payment Liability through a direct debit from your deposit account (hereinafter referred to as the “CO Debit Transaction Agreement”) shall be concluded between the Merchant, and it shall be considered that an instruction for withdrawing an amount corresponding to the Payment Liability has been made and repayment of the Payment Liability with the deposit withdrawn based on the instruction has been entrusted to the Bank, with the Terminal’s failure to display an electronic message confirming account transfer as the condition for cancellation. This deposit withdrawal instruction does not require submission of a refund request.

### **4. Restoration, etc. of Deposits**

- (1) When a direct debit is made through a CO Debit Transaction, you shall have no right to demand that any third party other than the Merchant (including the specified successor of the CO Merchant and the Bank) pay the amount of cash equal to the amount in deposit debited or demand that the Bank restore the amount in deposit debited to the original condition, even if the CO Debit Transaction Agreement is terminated (including termination by agreement) or lawfully ceases to be effective through cancellation, etc. (including the cancellation of the CO Debit Transaction Agreement due to cancellation of the Purchase or Sales Transaction or Cash-out Transaction).
- (2) Notwithstanding the provision of the foregoing Paragraph, the Bank shall restore the amount in deposit once debited to the original condition, only if you bring the Card and such personal identification material that the CO Merchant deems necessary to the CO Merchant at which you have entered into the CO Debit Transaction, and request via the CO Merchant that the Bank restore the amount in deposit once withdrawn to the original condition, and then the CO Merchant sends an electronic message of cancellation to the Bank through the Terminal, and the Bank receives such electronic message on the same date as that on which the underlying CO Debit Transaction Agreement has been concluded. When you request through the CO Merchant that the Bank restore the amount in deposit debited to the original condition, please have the Terminal read the Card or deliver the Card to the CO Merchant to ask the CO Merchant to have the Card read by the Terminal. If you cannot send an electronic message of cancellation through the Terminal, you cannot restore the deposit debited. Cancellation of a CO Debit Cancellation Agreement shall be accepted only when cancelling the entire CO Debit Cancellation Agreement. The Agreement cannot be cancelled partially. (When a Sales and Purchase Transaction and a Cash-out Transaction are also conducted, the CO Debit Transaction Agreement related to the one of the two Agreements cannot be cancelled).
- (3) If your amount in deposit once debited cannot be restored to the original condition pursuant to Paragraph (1) or the preceding Paragraph, please settle the issue with the CO Merchant by receiving a refund from the CO Merchant or otherwise.
- (4) Notwithstanding the provision of Paragraph (2), some CO Merchants can cancel only the Sales and Purchase Transaction Agreement of the Sales and Purchase Transaction Agreement and the CO Debit Transaction Agreement. Please settle these cases with the CO Merchant, by receiving a refund of the sales or purchase proceeds or otherwise.
- (5) Paragraphs (1) through (4) of this Article shall apply mutatis mutandis to a case where the CO Debit Transaction Agreement has been concluded as a result of entering your PIN on the Terminal, ignoring any erroneous input of the amount or other data in the CO Debit Transaction.

### **5. Provisions applied mutatis mutandis**

- (1) Article 5 and Article 6 of Chapter 1 shall apply mutatis mutandis to using the Card for a CO Debit Transaction. In this case a “Debit Card Transaction” shall be replaced by a “CO Debit Transaction”.
- (2) Notwithstanding the preceding Paragraph, Articles 6 through 8 of Customer Agreement Concerning PowerFlex Cash Card shall apply mutatis mutandis to Cash-out Transaction-related contractual coverage of illegal CO Debit Transactions conducted by using a counterfeit, or altered, or stolen card. In this case, a “refund” shall be replaced by a “withdrawal”.

### **6. Provision of information related to CO Debit Transactions**

When an accident including information leakage, inappropriate handling of information, a double or excessive withdrawal from a saving or deposit account, and illegal transaction, etc. (hereinafter referred to as “Accidents, etc.”) have occurred at a CO Merchant, the Bank may provide information related to the CO Debit Transaction to JEPPO and merchant banks within the scope necessary for offering services related to CO Debit Transactions in an appropriate manner. The Bank may also provide information about the complaints and inquiries related to the Accidents, etc. within the scope necessary for offering services related to CO Debit Transactions in an appropriate manner.

## **Chapter 3 Payment of public funds**

### **1. Scope of Application**

When you have presented your Card to a corporation that has concluded the public member institution agreement designated by JEPPO with a financial institution or multiple financial institutions that have agreed to the Public Member Institution Agreement designated by JEPPO (hereinafter referred to

as “Agreement” in this Chapter), have been registered as a public member institution designated by the Agreement, and a member of JEPPPO (hereinafter referred to as a “Participating Bank” in this Chapter) for repaying a public liability owed to a Public Member Institution designated by the Agreement (hereinafter referred to as a “Public Liability”), the Participating Bank designated by the Agreement shall pay the Public Liability. In this case, the Bank shall bear the liability to repay an amount corresponding to the Public Liability to the Participating Bank (hereinafter referred to as a “Compensation Liability”). This Chapter stipulates repayments of the Compensation Liability through withdrawal of deposits (hereinafter referred to as a “Debit Card Transaction”). However, the Bank’s Card may not be used at some Public Member Institutions in accordance with the provision of their public member institution agreement.

## **2. Provisions applied mutatis mutandis**

- (1) Articles 2 to 6 of Chapter 1 shall apply mutatis mutandis to using the Card for Debit Card Transactions. In this case, “Merchant” shall be replaced by “Public Member Institution” and “Sales and Purchase Liability” shall be replaced by “Compensation Liability”.
- (2) Notwithstanding the preceding Paragraph, Item (iii), Paragraph 3, Article 2 of Chapter 1 shall not be applied to the Debit Card Transaction stipulated in this Chapter.
- (3) Notwithstanding the preceding two Paragraphs, you cannot conduct a Debit Card Transaction when the Public Liability which you plan to repay using the Card is a Public Liability whose repayment through a Debit Card Transaction is not accepted by the Public Member Institution.

## **Chapter 4 Amendments to Customer Agreement**

The Bank may amend or change this Agreement by giving advance notice to you about the effective date and the contents of any amendment or change by posting them on the Bank’s website or any other method designated by the Bank.

# **Customer Agreement on Structured Deposits for PowerFlex Account**

This agreement sets out the procedures by which the Bank handles transactions of structured deposits designated by the Bank (hereinafter referred to as “Structured Deposits”) for its customers who have the PowerFlex Account.

## **1. Structured Deposit**

- (1) Structured Deposit is a combination of a deposit and an investment product such as futures, foreign exchange trading and financial derivative trading, etc. including interest rate option and currency option set out in Article 13-3, Paragraph 1, Item 5 of the Enforcement Regulation of the Bank Law.
- (2) You are requested to read the Bank-designated product description documents and receive an explanation from the Bank to understand the characteristics of Structured Deposits.

## **2. Principle of Self Responsibility**

Since Structured Deposits entail risks of fluctuation in the value of principal and interest, you are requested to fully understand the contents of the products and to conduct transactions based on your own judgment and responsibility.

## **3. Deposit**

Each time you apply for Structured Deposits, you are required to follow the application procedures designated by the Bank. Whether or not to accept the deposit shall be at the Bank’s sole discretion.

## **4. Confirmation sheet**

- (1) When Structured Deposits for which you applied have been structured, the Bank will issue forthwith a confirmation sheet including the deposit conditions.
- (2) The Bank may require customers to provide your signature or seal on the confirmation sheet. Should you have any doubts about the contents of the confirmation sheet specified in the preceding paragraph, you are requested to make an inquiry to the Bank by the day following the date on which you receive the confirmation sheet.

## **5. Cancellation Prior to Maturity Date**

- (1) In principle, cancellation shall not be permitted before maturity.
- (2) Notwithstanding the foregoing, if the Bank agrees to cancellation prior to the maturity for any reason that the Bank deems justifiable and if cancellation is made in accordance with Article 10, Paragraph 2 through Paragraph 4 of the “Common Customer Agreement on PowerFlex Transaction”, the Bank shall deduct the cost of restructuring the deposit and other costs incurred by the Bank for the period from cancellation to maturity according to the calculation formula the Bank designates, and shall pay out the remainder.

## **6. Resolution**

Interest rates, rates, currencies, indices, market prices, etc to be used for the conditions of Structured Deposits shall be reasonably determined considering the actual market conditions. Customers shall agree to such conditions beforehand.

## **6-2. Treatment upon the occurrence of an insurance incident**

When an insurance incident has occurred, Structured Deposit shall be handled based on the confirmation sheet (the document provided at the execution of agreement) for each Deposit.

## **7. Exemption of Liabilities, etc.**

- (1) The Bank may suspend or terminate the offering of Structured Deposits if the Bank has difficulties in the resolution of the conditions as set forth in the preceding paragraph due to disasters or riots, turmoil and closure of the markets, or any other causes beyond the reasonable control of the Bank, or any event arising through no fault of the Bank.
- (2) When the Bank is not able to determine the conditions for maturity settlement due to causes similar to the ones as set forth in the preceding paragraph, the Bank shall pay maturity and interests based on the conditions which the Bank regards as reasonable.

## **8. Application of the Provisions of Other Customer Agreements**

Any matters not expressly set forth in this Agreement shall be handled as set forth in the “Common Customer Agreement on PowerFlex Transaction”, “Customer Agreement on Yen Deposits for PowerFlex Account” and “Customer Agreement on Foreign Currency Deposits for PowerFlex Account”. Changes in notified matters will be handled as set forth in the “Common Customer Agreement on PowerFlex Transaction”.

# **Customer Agreement on Foreign Currency Deposit Cash Delivery Service (for PowerFlex)**

This Agreement sets forth the procedures by which SBI Shinsei Bank provides customers who have a PowerFlex Account with a service to deliver the same amount in the same currency (hereinafter, “Foreign Currency Cash”) as funds in foreign currency withdrawn from the PowerFlex Account’s foreign currency savings deposit to the customers’ notified address, as cover for such funds. (This service is hereinafter referred to as “the Service.”)

## **1. Service Eligibility Requirements/Conditions and Service Entrustment**

- (1) The Service may be used only by individual customers who have a PowerFlex Account, are aged 13 years or more, and reside in Japan. Delivery addresses for Foreign Currency Cash shall be limited to those for deliveries related to the PowerFlex Accounts of customers in Japan. When minor customers apply for the Service, the Bank may require them to submit documents prescribed by the Bank.
- (2) The purpose for customers to use Foreign Currency Cash received by them through the Service shall be limited to living expenses while traveling.
- (3) The currency, denomination, minimum amount to use, monetary unit of the amount to use, upper limit, and maximum number of applications, among others, which are to be handled by the Service, shall be stipulated by the Bank separately.
- (4) The Bank shall entrust Travelex Japan K.K. (hereinafter, “Travelex”) to deliver Foreign Currency Cash under the Service.

## **2. Application**

- (1) Any application for the Service shall be made using the Bank-prescribed method.
- (2) No cancellation of the application or change to the details of the application shall be allowed after an application is made.

## **3. Settlement**

- (1) Customers shall, when applying for the Service, pay the funds in the same amount and in the same currency as the Foreign Currency Cash which customers request to deliver through the Service (hereinafter, such funds are referred to as “cover for the foreign currency”) together with the Bank-prescribed handling charge and shipping charge.
- (2) The Bank shall withdraw the cover for the foreign currency from their PowerFlex Account’s foreign currency savings deposit in the same currency, and withdraw the handling charge and shipping charge from such Account’s yen savings deposit. In such a case, the Bank may make withdrawals without requiring customers to submit a withdrawal request form or cash card, among others.
- (3) If the balance of the foreign currency savings deposit as set forth in the preceding paragraph is smaller than the cover for the foreign currency, or if the amount that can be withdrawn from the yen savings deposit as set forth in the preceding paragraph is smaller than the total of the handling charge and the shipping charge, no agreement concerning the Service shall be formed.

## **4. Delivery**

- (1) In the Service, when the settlement in the preceding article has been completed, the Foreign Currency Cash applied for based on the method set forth in Paragraph 1 of Article 2 shall be sent to the address (limited to one in Japan) notified by customers in relation to their PowerFlex Account in such manner as prescribed by the Bank.



- (2) If Foreign Currency Cash is returned due to an erroneous address, the expiration of the retention period, or any other reasons and if customers apply to the Bank for redelivery of such Foreign Currency Cash within the Bank-prescribed period, using the Bank-prescribed method, the Bank shall withdraw the Bank-prescribed shipping charge required for re-delivery from their yen savings deposit in accordance with Paragraph 2 of Article 3. Upon completing such settlement, the Bank shall re-deliver such Foreign Currency Cash based on the method set forth in the preceding paragraph.

#### **5. Confirmation of Receipt of Foreign Currency Cash**

When customers have received Foreign Currency Cash through the Service, they shall promptly check the Foreign Currency Cash with the details of application made as set forth in Paragraph 1 of Article 2. If they recognize a discrepancy with the details of application, they shall immediately notify the Bank to that effect.

#### **6. Cancellation, Refund, etc.**

- (1) If it is deemed impossible to provide the Service due to a significant fluctuation of the exchange rate of some foreign currency, Travelex's discontinuing delivering Foreign Currency Cash or receiving an administrative penalty concerning such delivery operations, or any other unavoidable grounds, the Bank shall not provide the Service even after it accepts customers' application for the Service. In such a case, the Bank itself or Travelex shall, through the Bank-prescribed method, notify the customers to that effect. If there is cover for the foreign currency, a handling charge or shipping charge which has already been withdrawn as set forth in Paragraph 2 of Article 3 and Paragraph 2 of Article 4, the Bank shall return it to the customer's PowerFlex Account. (In this case, no interest shall be charged on such returned funds.) In such a case, the Bank may return such funds without notifying the relevant customer if it cannot contact the customer for a considerable period of time.
- (2) If Foreign Currency Cash delivered is returned due to the erroneous address, expiration of the retention period or any other reasons, and if the Bank cannot confirm the customer's application for redelivery of such Foreign Currency Cash using the Bank-prescribed method within the Bank-prescribed period of time or the Bank cannot withdraw the Bank-prescribed shipping charge for the redelivery, the Bank shall, irrespective of the currency of the cover for the foreign currency withdrawn as set forth in Paragraph 2 of Article 3, convert such Foreign Currency Cash to yen and return it to the customer's PowerFlex Account's yen savings deposit. (In this case, no interest shall be charged on such returned funds.) In such a case, the Travelex-prescribed exchange rate on the returned date shall apply as the conversion rate. In this case, the amount returned to the yen savings deposit account may decrease from the amount converted to yen of the cover of the foreign currency withdrawn as set forth in Paragraph 2 of Article 3. In such a case, the Bank shall not return the handling charge and shipping charge, which were already withdrawn as set forth in Paragraph 2 of Article 3 and Paragraph 2 of Article 4.

#### **7. Exemption of Liability**

- (1) The Bank shall assume no responsibility for the discontinuation, suspension or termination of the provision of the Service, or the impossibility to arrange the Service (including impossibility due to any force majeure). Further, the Bank shall not assume any responsibility for natural disasters, irregular weather, traffic control/congestion, and so forth.
- (2) If customers incur damages in connection of the Service due to reasons attributable to the Bank, the Bank shall be liable for compensation only for ordinary damages that have occurred directly and actually, within the limit of the cover of the foreign currency, handling charge, and shipping charge, which have already been withdrawn as set forth in Paragraph 2 of Article 3 and Paragraph 2 of Article 4, provided that this shall not apply if there is willful intent or gross negligence by the Bank.

#### **8. Discontinuation**

- (1) If it is deemed impossible to provide the Service due to a significant fluctuation of the exchange rate of some foreign currency, Travelex's discontinuing delivering Foreign Currency Cash or receiving an administrative penalty concerning such delivery operations, or any other unavoidable grounds, the Bank may terminate the provision of some or all of the Service without prior notice.
- (2) The Bank may discontinue or terminate providing the Service anytime due to its reasons. In such a case, the Bank shall notify customers of the discontinuation or termination using an appropriate method such as posting it on its website, posting such notice at branches, and notification through the notification email service.
- (3) If transactions with customers' PowerFlex Accounts are restricted, the Service may not be available. Further, if customers' PowerFlex Accounts are cancelled, the Service shall be naturally terminated.

#### **9. Other**

Customers shall confirm, under their responsibility, restrictions on foreign currencies brought in and taken out under overseas laws and regulations, and other relevant controls.

#### **10. Amendments to this Agreement**

If it becomes necessary to change or amend this Agreement due to amendments to applicable laws or ordinances, direction of the competent regulatory body, change in monetary situations or any other causes or if the necessity of the amendment is recognized due to the Civil Act or other laws and regulations, the Bank may do it by informing the contents of the amendments through methods such as using the internet, posting in the Bank's offices and sending postal mail.

After the amendment, customers are requested to comply with the amended Agreement.



#### **11. Matters not expressly set forth in this Agreement**

Any matters not expressly set forth in this Agreement shall be handled by “the Common Customer Agreement on PowerFlex Transaction”, “the Customer Agreement on Yen Deposit for PowerFlex Account”, “the Customer Agreement on Foreign Currency Deposit for PowerFlex Account”, “the Customer Agreement on PowerCall for PowerFlex Account” and the Bank’s other specifications.

## **Customer Agreement on Deposit Account Transfers**

Customers shall conduct transactions after confirming that this Agreement is an agreement on deposit account transfer.

#### **1. Withdrawal from the account**

Once a bill or billing data (hereinafter, a “Bill, etc.” collectively) is sent from a collection agent designated by the Bank (hereinafter, the “Collection Agent”), the Bank shall withdraw on a date designated by the Collection Agent (hereinafter, the “Withdrawal Date”) an amount based on the designated currency provided in the Bill, etc. from the customer’s designated currency ordinary deposit account of PowerFlex account (hereinafter, the “Deposit Settlement Account”) and shall pay the amount to the Collection Agent without notifying the customer. The withdrawal shall be made by the Bank regardless of the deposit agreement on the Deposit Settlement Account or submission of the cash card or refund request form or other procedures taken by the customer.

#### **2. Treatment when the withdrawal is not available**

Regardless of the prescription in the preceding article, the Bank shall not process the withdrawal prescribed in the preceding article if the amount provided in the Bill, etc. exceeds on the Withdrawal Date an amount that can be withdrawn from the Deposit Settlement Account. In this case, the Bank shall not notify the customer of failure to process the withdrawal prescribed in the preceding article.

#### **3. Termination of account transfers**

Customers shall submit a document designated by the Bank when they terminate the account transfer agreement. When there is a good reason such as that the Collection Agent has not sent the Bill, etc. to the Bank for a long period of time while the customer has not submitted the document, the Bank may deem that the account transfer agreement has terminated, as long as there is no notification from the customer.

#### **4. Disputes**

Except in cases attributable to the Bank, the Bank shall not assume any responsibility for a dispute on the treatment based on this Agreement.

#### **5. *Mutatis Mutandis* Application of the Provisions of other Customer Agreements**

Any matters related to deposit account transfers not expressly set forth in this Agreement shall be handled as set forth in the Bank’s other Agreements such as the Common Customer Agreement on PowerFlex Transaction.

#### **6. Amendment to this Agreement**

If it becomes necessary to change or amend this Agreement due to amendments to applicable laws or ordinances, direction of the competent regulatory body, change in monetary situations or any other causes or if the necessity of the amendment is recognized due to the Civil Act or other laws and regulations, the Bank may do it by informing the contents of the amendments through methods such as using the internet, posting in the Bank’s offices and sending postal mail. After the amendment, customers are requested to comply with the amended Agreement.

## **Customer Agreement on Transfer (for Individual Clients)**

#### **1. Scope of Application**

This Customer Agreement shall govern transfer of funds conducted through a transfer request form to the deposit account of the recipient established with any branch of the Bank or any other financial institution (hereinafter referred to as “Transfer”).

#### **2. Request for Transfer**

(1) Request for Transfer through a transfer request form shall be handled as follows:

- (i) Request for Transfer shall be accepted during the hours designated by the Bank. Please note that business days and working hours differ for reception

- at the main office, the branches, and other transaction points.
- (ii) The Transfer request form designated by the Bank shall be used and the name of financial institute and branch to which Transfer is to be made, type of deposit, account number of the recipient's deposit account, name of the recipient, amount to be transferred, the customer's name, the customer's address/phone number and any other matters required by the Bank shall be correctly filled in.  
If type of deposit or account number has not been identified, please consult with the staff at the counter.
  - (iii) The Bank shall deem the matters described in such request form as the contents of your request.
- (2) The Bank shall bear no responsibility for damages arising from and attributable to any misdescription in the request form with respect to the contents of the request prescribed in the preceding Paragraph.
  - (3) When you make a request for Transfer, please pay the funds to be transferred, a transfer fee and any other fees as necessary in relation to such Transfer (hereinafter collectively referred to as the "Transfer Amounts"). Provided, however, that such related fees including a transfer fee may be treated differently if the Bank so approves.

### **3. Conclusion of Transfer Contract**

- (1) In the case of Transfer with a transfer request form, the transfer contract shall be concluded when the Bank accepts the request for Transfer and receives the Transfer Amounts.
- (2) When the Transfer contract is concluded in accordance with the preceding Paragraph, the Bank will issue a receipt for the Transfer Amounts or a transfer acceptance form and the like in which the contents of your request is described(hereinafter collectively referred to as the "Receipt for the Transfer Amounts"). Please confirm the contents of your request therewith. Please safekeep such Receipt for the Transfer Amounts, which will prove that a transfer contract has been concluded.

### **4. Dispatch of Transfer Notice**

When a transfer contract is concluded, the Bank will, in accordance with the contents of your request, dispatch a transfer notice to the financial institute to which the relevant Transfer is to be made as of the date of request. Provided, however that, if a request for Transfer is made immediately before the end of counter service hours or during an extremely busy period, or if there exist any other unavoidable circumstances, such transfer notice may be dispatched on the business day following the date of request (This is limited to the days on which the Bank of Japan NET Funds Transfer System operates.).

### **5. Transfer of Financial Instruments**

- (1) In the case of request for Transfer to the deposit account of the recipient which has been established with any financial institute other than the Bank, the Bank will not accept checks, bills or any other kind of financial instruments as the Transfer Amounts.
- (2) If, in the case of request for Transfer to the deposit account of the recipient which has been established with any of the domestic branches of the Bank, the Bank approves to accept checks or any other financial instruments as the Transfer Amounts. The Bank will issue the Receipt for the Transfer Amounts with a description of such approval and will dispatch a transfer notice with a presentation of acceptability of such instruments before confirmation of settlement thereof.  
Provided, however, that the transfer notice may be dispatched after settlement of the relevant instruments.
- (3) If the instruments accepted by the Bank in accordance with the preceding Paragraph become dishonored, the Bank will immediately make a notice thereof and the transfer notice will be nullified if such notice has already been dispatched before confirmation of settlement. In this case, the Bank will take procedures for the preservation of rights with respect to such instruments if the Bank has received in advance a request therefor in writing.
- (4) The dishonored instruments will be returned to the branch office which you are dealing with. Please submit the receipt designated by the Bank with your name and seal attached thereon in order to receive such instruments. In such a case, you may be required to present identification documents designated by the Bank or to provide a guarantor.
- (5) If the Bank returns the certificates after confirming with due care that the submitted Receipt for the Transfer Amounts was definitely issued by the Bank, the Bank shall bear no responsibility arising therefrom.

### **6. Transaction Inquiry**

- (1) If the amount to be transferred is not credited into the deposit account of the recipient, please immediately inquire with the branch you are dealing with. In such a case, the relevant branch will make investigations including inquiry to the financial institute where the account of the recipient has been established and will report the results thereof.
- (2) If any inquiry is received from any financial institute concerning any funds transfer notice dispatched by the Bank, the Bank may inquire of you about the contents of your request. In such a case, please respond promptly. If you do not respond to the Bank's inquiry within the specified period of time or you make an inappropriate response, the Bank shall not be responsible for any damages arising therefrom.
- (3) If the Transfer Amounts are refunded due to such reasons as non-existence of the deposit account into which the relevant Transfer Amounts are to be credited, the Bank will promptly give notice thereof. Please take procedures for receiving the Transfer Amounts in accordance with the unwinding procedures set forth in Article 8.

### **7. Modification of Contents of Request**

- (1) If you would like to modify the contents of your request during the transfer process, the branch you are dealing with shall deal with it in accordance with

the following procedures. Provided, however, that if you would like to change the financial institute or the branch to which the Transfer is to be made or the amount to be transferred, it shall be handled in accordance with the reverse transfer procedure prescribed in Article 8, Paragraph 1.

If you make a request for such modification, please submit a modification request form designated by the Bank with your name and seal attached thereon as well as the Receipt for the Transfer Amounts. In such a case, you may be required to present the identification documents designated by the Bank or to provide a guarantor.

The Bank will dispatch a telegraphic request for modification to the financial institute to which the Transfer is to be made in accordance with the modification request form.

- (2) Handling of modification under the preceding Paragraph shall be in accordance with the Article 5, Paragraph 5.
- (3) In case of Paragraph 1, modification may not be made if the financial institute to which the transfer is to be made has already received a transfer notice. In such a case, please confer with the recipient.

## **8. Reverse Transfer**

- (1) If you would like to cancel your request for Transfer during the transfer process, it shall be handled in accordance with the following reverse transfer procedures at the counter of the relevant branch you dealt with.

If you make a request for a reverse transfer, please submit the reverse transfer request form designated by the Bank with your name and seal attached thereon as well as the Receipt for the Transfer Amounts. In such a case, you may be required to present identification documents designated by the Bank or to provide a guarantor.

The Bank will dispatch a telegraphic request for a reverse transfer to the financial institute to which Transfer is to be made in accordance with the reverse transfer request form.

The reversed Transfer Amounts will be returned as designated in the relevant reverse transfer request form. If you would like to receive the Transfer Amounts in cash, please submit a receipt designated by the Bank with your name and seal attached thereon as well as the Receipt for the Transfer Amounts. In such a case, you may be required to present identification documents designated by the Bank or to provide a guarantor.

- (2) Handling of reversed transfers and returning of the reversed Transfer Amounts under the preceding Paragraph shall be in accordance with Article 5, Paragraph 5.
- (3) In the case of Paragraph 1, the Transfer Amounts may not be reversed if the financial institute to which the Transfer is to be made has already received a transfer notice. In such case, please confer with the recipient.

## **9. Contact Address**

- (1) If any notice or inquiry is made to the customer concerning this transaction, the Bank shall contact the customer at the address or phone number which has been indicated upon the request for Transfer or which has been registered with respect to the deposit account from which the Transfer Amounts are transferred.
- (2) Even if the Bank is unable to make any inquiry or notice as prescribed in the preceding Paragraph due to misdiscription of the contact address/phone number or interruption of telephone service, the Bank shall bear no liability arising therefrom.

## **10. Fees**

- (1) A transfer fee, which shall be displayed in the branch offices of the Bank, shall be paid upon acceptance of a request for Transfer.
- (2) A reverse transfer fee, which shall be designated by the Bank, shall be paid upon acceptance of a request for reverse transfer. In this case, the transfer fee prescribed in the preceding Paragraph shall not be repaid. A reverse transfer fee shall not be repaid even if the relevant reverse transfer may not have been completed.
- (3) A transfer fee, which shall be displayed in the branch offices of the Bank, shall be paid also when you make another request for transfer of the once reversed Transfer Amounts. In this case, a reverse transfer fee will not be repaid.
- (4) The Bank shall charge additional expenses arising from any special request concerning this transaction.

## **11. Exemption of Liabilities due to Natural Disasters, etc.**

The Bank shall bear no responsibility for damages arising from the impossibility of or delay in crediting the designated amount of money due to any of the following events:

- (i) When there exist unavoidable circumstances such as natural disasters, riot, accidents in the course of transmission and actions of judicial or other public entities;
- (ii) When there arises any system failure in any terminal, communication line, computer and the like in spite of sufficient measures for safety taken by the Bank or the relevant financial institute; or
- (iii) When the damage is attributable to financial institutions other than the Bank.

## **12. Prohibition of Assignment and Pledge**

Any receipt for the Transfer Amounts as well as any of your rights under this transaction may neither be assigned nor pledged.

### **13. *Mutatis Mutandis* Application of the Provisions of Other Customer Agreements**

A withdrawal from a deposit account in the case of request for Transfer where the Transfer Amounts shall be transferred from the PowerFlex yen savings deposit account shall be performed in accordance with the relevant customer agreements on deposit, Customer Agreement on Debenture Safekeeping for PowerFlex or any other applicable customer agreements.

## **Customer Agreement on COTRA Remittance Service**

This Customer Agreement (hereinafter, the “Agreement”) stipulates rules for using COTRA Remittance Service. Customers are advised to use the Service under their responsibility with sufficient understanding of related Agreements stipulated by the Bank separately, as well as the Agreement and the Customer Agreement on PowerDirect. The Agreement shall be applied on a priority basis when rules differ among the Agreement, the Customer Agreement on PowerDirect and other related agreements.

### **1. COTRA Remittance Service**

COTRA Remittance Service refers to a service which a. withdraws remittance funds designated by the customer from a deposit account designated by the customer (hereinafter, the “Designated Remittance Account”) using an application designated by the Bank (hereinafter, the “App”) installed in the customer’s terminal (a high-performance mobile terminal including smartphone and tablet terminal with an OS and browser designated by the Bank that can be connected with and can view the internet) and b. conducts domestic yen remittances (hereinafter, COTRA Remittances”) to an account designated by the customer (i.e., a deposit account of the Bank’s domestic branch, a deposit account of domestic branches of other financial institutions approved by the Bank or an account opened for each user by other financial institutions or funds transfer service providers for providing exchange transaction services. Hereinafter, the “Funds Transfer Account”). The same applies hereinafter.) COTRA Remittance Service shall include the Bank’s payment to the customer’s yen ordinary deposit account (hereinafter, the “Designated Payment Account”) of funds related to domestic yen remittances from other accounts to the Designated Payment Account.

### **2. Target transactions**

- (1) COTRA Remittance Service shall target only remittances between accounts including Designated Remittance Accounts and Designated Payment Accounts that meet the following requirements:
  - (i) The account is opened by an individual.
  - (ii) The account holder is a resident in Japan.
  - (iii) When the account is a deposit account, the account is either an ordinary deposit account, savings deposit account or current deposit account.
- (2) Upper limits per remittance and per day of COTRA Remittance Service shall be 100,000 yen.

### **3. Requesting COTRA Remittance Service**

- (1) The customer is advised to follow the methods and steps stipulated by the Bank when requesting a COTRA Remittance.
- (2) The customer is advised to enter the following information accurately with the App when requesting a COTRA Remittance to a deposit account:
  - (i) The remittee financial institution, its branch name, deposit type and account number or the telephone number or email address registered in place of the account number
  - (ii) Remittance amount
  - (iii) Account holder’s name
  - (iv) Other information designated by the Bank
- (3) Please enter the following information accurately using the App when requesting a COTRA Remittance to a funds transfer account:
  - (i) Remittee financial institution or remittee funds transfer service provider and Value ID and other information required for identifying the account (hereinafter, “Value ID, etc.”), or telephone number or email address registered in place of Value ID (The telephone numbers and email addresses stipulated in Item 1 of Paragraph (2) and this Paragraph shall collectively be referred to as the “Alternative Account Code”).
  - (ii) Remittance amount
  - (iii) Account holder’s name
  - (iv) Other information designated by the Bank
- (4) The customer is advised to confirm whether the name of the remittee (i.e., the holder of the remittee account. The same applies hereinafter.) and the Alternative Account Code (limited to when the Alternative Account Sign is entered) displayed on the App as a result of the entering based on Paragraphs (2) and (3) are correct before requesting a COTRA remittance.
- (5) The Bank shall not be responsible for losses incurred from entering using the App incorrect information of the COTRA Remittance request stipulated in Paragraphs (2), (3) and (4).

#### **4. Completion of the contract**

- (1) COTRA Remittance contracts shall be completed when the Bank confirms details of the application on computer systems and withdraws remittance funds from the Designated Remittance Account.
- (2) The Bank shall display details of a COTRA Remittance on the App when a COTRA Remittance Contract is completed through the actions stipulated in the preceding Paragraph. Other than displaying on the App., the Bank shall not issue any documents such as an acceptance document providing details of the request.

#### **5. Issuance of remittance instructions**

- (1) When a COTRA Remittance contract is completed, the Bank shall issue a remittance instruction to the remittee financial institution of the remittee funds transfer service provider on the date of request (which may be the following day of the date of request due to administrative reasons) based on the information of the COTRA Remittance requested.
- (2) Even if the Bank issues the remittance instruction based on the preceding Paragraph, payment may be made on the day following the date when the instruction was made or a later date due to the status of the remittee financial institution, remittee funds transfer service provider or the recipient.
- (3) Even if the Bank has issued the remittance instruction based on Paragraph (1), remittance funds shall be refunded to the Designated Remittance Account if the remittee financial institution or remittee funds transfer service provider rejects payment and returns remittance funds.

#### **6. Message function**

When a COTRA Remittance is requested by entering an Alternative Account Code, a message can be sent to the recipient through a method designated by the Bank together with a remittance request. However, the recipient may not be able to receive the message depending on the registration status at the remittee financial institution or remittee funds transfer service provider.

#### **7. Suspension of the Service**

- (1) COTRA Remittance Service may be suspended when a COTRA Remittance request is not made for more than the time designated by the Bank even if the App displays the name of the recipient in the COTRA Remittance request procedure based on Article 3.
- (2) In addition to the preceding Paragraph, COTRA Remittance Service may be suspended when incorrect information is entered for more than the time designated by the Bank in the COTRA Remittance request procedure based on Article 3.
- (3) Procedures designated by the Bank are required to resume the use of COTRA Remittance Service suspended based on the preceding two Paragraphs.

#### **8. Inquiring, etc. of transaction details**

- (1) The customer is advised to make an inquiry to the Bank promptly when remittance funds are not paid to the recipient's account despite a COTRA Remittance was requested. In this case, the Bank shall conduct investigations including inquiring to the remittee financial institution or remittee funds transfer service provider and shall report investigation results to the customer.
- (2) The Bank may make an inquiry to the customer about details of the remittance request when the remittee financial institution or remittee funds transfer service provider make an inquiry about the remittance instruction issued by the Bank. In this case, the customer shall respond to the inquiry from the Bank promptly. The Bank shall not be responsible for losses caused by failing to respond within a reasonable period or by an inappropriate response.

#### **9. Treatment after the contract is completed**

Changing details of a COTRA Remittance request and cancelling the request are not accepted after a COTRA Remittance contract is completed. In this case, the customer is advised to discuss with the recipient.

#### **10. Contacts for notification/inquiry**

- (1) When notification or inquiry about COTRA Remittance Service is made to the customer, the notification or inquiry shall be made to the address, telephone number and email address, etc. of the Designated Remittance Account or the Designated Payment Account submitted.
- (2) The Bank shall not be responsible for losses incurred by failing to notify/make an inquiry due to the absence of contact information, incorrect contact information or telephone interruption.

#### **11. Payment to the Designated Payment Account**

- (1) The customer can register in advance on the App an Alternative Account Code related to the Designated Payment Account. In this case, the Bank shall accept payments to the Designated Payment Account made through methods designating the Alternative Account Code.
- (2) When accepting a payment to the Designated Payment Account through a method designating the Alternative Account Code and when having receipt a message to the customer in line with the payment, the Bank shall display the message through a method designated by the Bank.
- (3) Under related transaction agreements including deposit agreements, funds paid to the Designated Payment Account shall be treated in the same manner as money transferred through money order.

#### **12. Service hours**

Service hours of COTRA Remittance Service shall be within the hours designed by the Bank. However, the Service may not be available even within the

hours designated by the Bank due to the change, etc. of the service hours of the remittee, remitter financial institution or remittee funds transfer service provider.

**13. Investigation, etc. of illegal use**

- (1) The Bank may provide customer information (including customer information obtained at the time of opening an account or registering the Alternative Account Code. The same applies hereinafter in this Article) to other financial institutions, funds transfer service providers and their customers within a scope required for the business to investigate and detect illegal use of COTRA Remittance Service.
- (2) The Bank may use customer information including information of customers of other financial institutions and funds transfer service providers within a scope required for the business to investigate and detect illegal use of COTRA Remittance Service.

**14. Disclaimer, etc.**

The Bank shall not be responsible for losses incurred through failure to use COTRA Remittance Service due to the reasons provided in the following Items:

- (i) Unavoidable reasons such as disasters, incidents and measures by public institutions such as courts
- (ii) Failures in terminals, telecommunication lines or computer systems, etc. despite reasonable security measures implemented by the Bank, financial institutions or funds transfer service providers
- (iii) Reasons attributable to financial institutions or funds transfer service providers other than the Bank

**15. Prohibition of transfer and pawning**

Transferring and pawning customer rights based on COTRA Remittance Service are prohibited.

**16. Application of deposit agreements, etc.**

Refunds of deposits in the case of requesting a COTRA Remittance through transferring remittance funds, etc. from a deposit account opened at the Bank shall be treated by related deposit agreements, etc.

**17. Changing the Agreement**

Based on Paragraph 4, Article 548 of the Civil Code, clauses and other conditions of the Agreement can be changed by notifying the change through a method designated by the Bank when there is change in financial conditions or when there are other good reasons. The change shall be applied at the time stipulated at the time of the notification.

## **Solicitation Policy for Financial Products**

When recommending and conducting sales of financial products, SBI Shinsei Bank staff will provide such explanations and details for the best interest of a customer, and will be governed by the following solicitation policy.

- (1) SBI Shinsei Bank will endeavor to recommend suitable financial products to a customer based on his/her objectives and circumstances, taking into account the customer's financial status, investment experience and contractual intentions. Such recommendation will be accompanied by appropriate explanations regarding the recommended financial products for the best interest of a customer.
- (2) SBI Shinsei Bank will endeavor to provide sufficient information, including risks and fees as well as advantages of the product, to allow the customer to make an informed purchase decision at the customer's own discretion.
- (3) SBI Shinsei Bank employees will strictly abide by all related laws and regulations, and endeavor to be considerate of the interests of customers in terms of the conduct of sales methods and times and places when engaging in sales activities.
- (4) SBI Shinsei Bank employees will neither provide information based on definitive predictions or information not based on facts, nor make misleading representations which do not alert the customer to the risks of loss associated with the contemplated transaction.
- (5) SBI Shinsei Bank employees are thoroughly trained and will endeavor to keep updated and abreast of accurate knowledge of the product so as not to conduct inappropriate solicitations. The Bank will endeavor to develop a comprehensive system of in-house supervision to ensure the appropriateness of solicitations.

# Handling of Personal Information of Individual Customers

In accordance with the Act on the Protection of Personal Information (Act No. 57, May 30, 2003) and the Act on the Use of Numbers to Identify a Specific Individual in the Administrative Procedure (Act No. 27, May 31, 2013), the Bank shall use collected customers' "personal information and 'social security and tax numbers' ("Individual Numbers")" (collectively, "Personal Information") for the following operations within the scope required to achieve the following purpose of use.

The Bank shall stipulate the purpose of use specifically for customers' clear understanding of the purpose. For instance, when the Bank asks customers to answer questionnaires, the Bank shall endeavor to limit the purpose of use (e.g., to count and organize questionnaire results) according to the situation.

## Operations

- Deposits, domestic exchange, money exchange, loans, foreign exchange, and incidental operations thereto
- Investment trust sales, insurance sales, securities brokerage, trusts, corporate bonds, and other operations that banks are permitted to operate under the laws, and incidental operations thereto
- Other operations that banks are permitted to operate, and incidental operations thereto (including those that will be permitted to be handled in the future)

## Purpose of Use

### I. Purposes of Use of Personal Information

Of the Personal Information, the Bank shall use personal information to the extent required to achieve the following purposes of use:

1. Concerning finance instruments and services of the Bank and its affiliates and partners, the Bank shall use personal information for the following purposes of use. The purposes of use include actions such as delivering advertisements and making credit decisions that are taken based on the hobbies, preferences and credit standing of our customers presumed by analyzing their personal information such as transaction history, website view history, other behavior records and information obtained through personal data sharing.
  - Receive applications for financial instruments and services (e.g., application for opening an account for various financial instruments);
  - Conduct identity verification based on the Act on Prevention of Transfer of Criminal Proceeds and confirm eligibility for using financial services;
  - Conduct management for continuous transactions (e.g., due date control in deposit, loan, and other transactions);
  - Make judgments on the appropriateness of providing financial instruments and services (e.g., judgment against the principle of appropriateness);
  - When all or part of processing of personal information is entrusted by other businesses, accomplish this entrusted operation appropriately;
  - Exercise rights or fulfill obligations in accordance with contracts (i.e., contracts between a customer and the Bank and contracts directly or indirectly related to the Bank's operations) and the relevant laws and regulations;
  - Study and develop financial instruments and services through market research, data analyses, and surveys;
  - Provide customers with various proposals on financial instruments and services by sending direct mail or other means;
  - Provide customers with various proposals on the products and services of its affiliates and partners;
  - Cancel various transactions and conduct management after cancellation of transactions; and
  - Any other purposes for administering the Bank's financial instruments and services appropriately and effectively.

### II. Purposes of Use of Individual Numbers

Of the Personal Information, the Bank shall use Individual Numbers and personal information incorporating Individual Numbers within the scope required to achieve the purposes of use listed below:

1. Individual Numbers administrative operations for customers
  - Application for and report of the opening of accounts for financial instruments transactions
  - Preparation of statutory documents pertaining to financial instruments transactions
  - Preparation of statutory documents pertaining to life insurance contracts and so forth
  - Preparation of statutory documents pertaining to non-life insurance contracts and so forth
  - Preparation of statutory documents pertaining to trust transactions
  - Preparation of statutory documents pertaining to transactions of gold bullion and so forth
  - Preparation of statutory documents pertaining to overseas remittances and other transactions
  - Application of the tax-free savings system and so forth
  - Operation of the property accumulation system (zaikai) and so forth
  - Preparation of statutory documents pertaining to educational funds management contracts
  - Preparation of statutory documents pertaining to marriage/child rearing funds management contracts
  - Provision of Individual Numbers to book-entry institutions and so forth concerning financial instruments transactions
  - Acceptance of applications for income tax convention
  - Operation of numbering deposit accounts
  - Procedures related to the registration, change, and deletion of public fund receiving accounts.
  - Procedures related to the provision of information on deposit and savings accounts in the event of a disaster or inheritance.
  - Procedures related to ensuring the accuracy of personal identification information and individual numbers.



2. Individual Numbers administrative operations for individuals
  - ☐ Preparation of payment reports for compensation, fees, contract money, and awards
  - ☐ Preparation of payment reports for real estate rentals
  - ☐ Preparation of payment reports for remuneration for the acquisition of real estate and so forth
  - ☐ Preparation of payment reports for agent commissions for selling/purchasing/lending of real estate and so forth
  - ☐ Preparation of payment reports for remuneration paid to nonresidents and so forth for personal services provision business
  - ☐ Preparation of payment reports for real estate rentals paid to nonresidents and so forth
  - ☐ Preparation of payment reports for industrial property royalties paid to nonresidents and so forth
  - ☐ Preparation of payment reports for machine rental fees paid to nonresidents and so forth
  - ☐ Preparation of payment reports for salaries, compensation, pensions, and awards paid to nonresidents and so forth
  - ☐ Preparation of payment reports for remuneration for the acquisition of real estate paid to nonresidents and so forth
3. Utilization for operations related to the Bank to the extent permissible under laws and regulations
4. If the Bank is entrusted with business by a company or organization and handles the Personal Information of the employees, members, retired employees, and shareholders of such company or organization in the course of business, the Bank shall use their Individual Numbers solely to the extent required to fulfill entrusted operations in accordance with the provisions of the service agreement of each operation.

<Request to report any change of your Individual Number>

If your Individual Number is changed, please promptly report it to the counter of your branch or "PowerCall" (0120-456-007).

### **Regarding Sensitive Information**

Pursuant to the Enforcement Regulations of the Banking Act, etc., any special private information such as sensitive information (information which is not open to the public, such as information on race, belief, family origin, registered domicile, healthcare record or criminal record and so on) shall not be used for any purpose other than those deemed necessary for the appropriate management of operations or otherwise nor shall it be provided to any third party.

### **Upon Solicitation of Insurance Products**

Upon solicitation of insurance products, the Bank shall use personal information to the extent required for the fulfillment of the following purposes of use in addition to those stated above.

- ☐ For the purpose of appropriately performing the business entrusted by insurance companies

### **Upon Conducting Housing Loan Transactions**

Upon conducting housing loan transactions, the Bank shall use personal information only to the extent required for the fulfillment of the following purposes of use, in addition to those stated above.

- ☐ Approve or rejection of applications for loans, the continuous use of loans and so forth;
- ☐ Provision of personal information to third parties such as personal credit information institutions of which the Bank is a member, to the extent required for the appropriate performance of operations, while the Bank is offering credit;
- ☐ For the purpose of provision to third parties (to insurance underwriters) to the extent required for the administrative purposes of the insurance underwriter upon accepting applications for group credit life insurance; and,
- ☐ For the purpose of appropriately performing the business entrusted by insurance companies upon accepting applications for fire insurance.

Pursuant to the Enforcement Regulations of the Banking Act and so forth, any information concerning the debt-paying ability of the customer who is in need of funds shall not be used for any purpose other than examination of the debt-paying ability of such customer nor shall it be provided to any third party.

In relation to the credit business, the Bank shall provide information to the personal credit information institutions described below to the extent required for the appropriate performance of business pursuant to the membership provisions of such institutions.

- The Personal Credit Information Center  
TEL: 03-3214-5020  
HP: <https://www.zenginkyo.or.jp/pcic/>
- Japan Credit Information Reference Center Corp.  
TEL: 0570-055-955  
HP: <https://www.jicc.co.jp>

Please note that the information provided to The Personal Credit Information Center and the Japan Credit Information Reference Center Corp. may be used by the following personal credit information institutions which form business alliances with the institution.

- CREDIT INFORMATION CENTER CORP.  
TEL: 0570-666-414  
HP: <https://www.cic.co.jp>

## **Personal Data Sharing by the SBI Shinsei Bank Group**

Aiming to become a financial group that is truly needed by our customers, the SBI Shinsei Bank Group will share customer personal data as follows in order to strengthen collaboration between Group member companies and offer products and services with more added values to our customers. We will build a proper management system for sharing the information so that we will not cause any inconvenience to our customers. If there is any restriction by related laws and regulations such as the Financial Instruments and Exchange Act, we will handle the information in a manner which complies with such laws and regulations.

### **1. Shared personal data items**

- ① “Attribute information” such as name, gender, date of birth, address, telephone number, email address, occupation and employment history, family information, residence status, customer needs information, codes and numbers such as the driver’s license number, and disclosure information (including the information obtained by receiving a notice from customers after concluding a contract)
- ② “Contract information” such as contract type, application date, contract data, terms and conditions, payment method, money transfer account, and other deposit accounts, etc.
- ③ “Transaction information” such as transaction record (including images and voice, etc.), transaction amount, and balance, etc.
- ④ “Information necessary for credit decision and management” such as the use record of other products and services and debt repayment status collected by SBI Shinsei Bank annual income (including household income), spending, assets, liabilities (However, the credit information obtained from personal credit bureau is excluded)

### **2. Scope of joint users**

SBI Shinsei Bank, Limited. and the companies included in SBI Shinsei Bank’s consolidated subsidiaries and equity-based affiliates listed in the Bank’s securities report, etc. which tie-up with the Bank for sharing personal information

The Bank’s partner companies are listed in “2. Scope of Joint Users, Personal Data Sharing by the SBI Shinsei Bank Group” on the Bank’s website ([https://corp.sbishinseibank.co.jp/en/privacy\\_policy/](https://corp.sbishinseibank.co.jp/en/privacy_policy/)). (The list will be updated when needed.)

### **3. Purposes of use**

The purposes of use include actions such as delivering advertisements and making credit decisions that are taken based on the hobbies, preferences and credit standing of our customers presumed by analyzing their personal information such as transaction history, website view history and other behavior records.

- ① Propose or introduce products and services of our Group member companies and our partners  
We will propose or introduce the products and services of the SBI Shinsei Bank Group member companies and our partners to the SBI Shinsei Bank Group customers.
- ② Provide after-sales services and benefits and preferential treatment offered by the Group  
We will consider offering a complete range of services including a point program to the customers of the SBI Shinsei Bank Group’s products and services.
- ③ Make judgements on offering our products and services  
Based on customer information, we will propose the best products and services for our customers.
- ④ Enable the SBI Shinsei Bank Group to capture various risks, control credits, and manage the Group in an appropriate manner  
We will build an appropriate management and control system of the SBI Shinsei Bank Group to offer products and services to our customers in a stable and continuous manner.

### **4. Person responsible for managing the shared personal data**

SBI Shinsei Bank, Limited    <https://www.sbishinseibank.co.jp>

### **5. Others**

- ① Method of sharing the information  
The personal data will be shared through methods including data transfer and use of media such as CD-ROM, etc.
- ② Suspension of information sharing  
Please contact the following number if you wish us to stop sharing your personal data for proposing or introducing products and services of our Group member companies or our partners to you, or if you have any inquiries related to the information sharing in the SBI Shinsei Bank Group  
PowerCall: 0120-456-007

## **Sharing Personal Data with Nissen Credit Service Co., Ltd. and its Group Companies**

Aiming to become a financial group that is truly needed by our customers, the SBI Shinsei Bank Group will share customer personal data with Nissen Credit Service Co., Ltd. and its group member companies as follows in order to strengthen collaboration between the companies and offer products and services with more added values to our customers.

We will build a proper management system for sharing the data so that we will not cause any inconvenience to our customers. If there is any restriction by related laws and regulations such as the Financial Instruments and Exchange Act, we will handle the data by complying with such laws and regulations.

### **1. Personal data items to be shared**

- Name, address, telephone number, date of birth, gender, email address, annual income, employment, family information, residence status, date of application for the membership, card issuance date, terms and conditions, type and credit limit of the contract, transaction information such as dates, details, amount and balance, method and status of payment, information of the financial institution for the account transfer, method of customer identification, type, code and number of customer identification documents, public information available in the official gazette and telephone directories, assets, income, expenditures, information submitted at the time of applying for membership including opinions and requests, income of the spouse and other items agreed between joint users (excluding credit information and personal information requiring consideration)
- Results, etc. of the Bank's sales activities (e.g., prospects of contract application, customer status, the aforementioned information provided by customers and customer complaints, etc. against the Bank's sales information accepted by the joint users) and other items agreed between joint users

### **2. Scope of joint users**

- SBI Shinsei Bank, Limited, Nissen Credit Service, Co., Ltd. and parent companies, subsidiaries, affiliates and other related companies of the two companies
- Subsidiaries of the parent companies or subsidiaries of the affiliates and other related companies having concluded a business partnership agreement related to the card loan business or the financial instruments sales business with the Bank  
List of partner companies (updated when needed):  
SBI Shinsei Bank, Limited  
Nissen Credit Service, Co., Ltd.

### **3. Purposes of use**

- Conducting sales activities for the products and services provided by the SBI Shinsei Bank Group including sending advertisements and other printed materials and developing and studying markets and new products and services related to the business partnerships with the Group and the joint users
- Analyzing the shared personal data to improve the efficiency of the sales activities and to calculate contractable amount to be quoted to customers (pre-screening) and enhance the accuracy of the calculation
- Conducting market research and developing and studying new products and services including a) contract management by the joint users (e.g., credit decision, accounting, contracting, contract renewal, customer notification and payment to customers), b) contracting and c) provision of supplementary services (e.g., point granting service for members, delivery of campaign gifts and post-contracting services)

### **4. Person responsible for managing personal data**

SBI Shinsei Bank, Limited    <https://www.sbishinseibank.co.jp>

### **5. Others**

- a. Method of sharing  
The personal data will be shared through data transfer and use of media such as CD-ROM.
- b. Suspension of the sharing  
Please contact the following number if you wish us to stop sharing your personal data for proposing or introducing products and services to you, or if you have any inquiries related to the data sharing with Nissen Credit Service, Co., Ltd.  
SBI Shinsei Bank Consumer Finance Division  
Customer Relationship Department (Customer Consulting Office) Call: 0120-456-240

## **SBI Shinsei Bank    Guidelines for Soliciting Insurance Contracts**

With regard to soliciting insurance contracts, our Bank hereby establishes the following Guidelines for soliciting insurance contracts and shall abide by them.

### **1. Soliciting insurance contracts**

- Our Bank shall endeavor to perform solicitation activities in a fair manner as stated hereunder. In soliciting insurance contracts, we shall observe related laws, regulations and so forth and shall take necessary measures in order to enhance the convenience for customers as well as to protect their interests.
- Our Bank shall expressly indicate names of underwriting insurance companies of insurance products which our Bank introduces to customers.
- Our Bank shall always provide adequate information to customers according to their needs, including information on insurance products other than those offered by our Bank, so that the customer can select insurance product matching the customer's needs by the customer's own intention and judgment.
- Our Bank shall provide adequate explanation to customers so that customers fully understand the following points. Specifically, we will explain that it is not our Bank but the insurance companies that underwrite the insurance policy which the customer has purchased, and that the payment of insurance

money etc. shall be made not by our Bank but by the underwriters. We will also provide explanations about the handling rules in case the underwriting insurance company with which the customer has concluded insurance contract goes bankrupt and other risks pertaining to insurance contracts.

## **2. Handling inquiries from and consultations with customers**

- In the event that, due to violation of laws and regulations by our Bank's officers or employees, loss is incurred to a customer pertaining to solicitation of insurance, our Bank shall assume the responsibility of selling the product as the agent and shall handle the matter in good faith.
- Our Bank shall, in order to properly deal with inquiries from and consultations with customers, control and properly maintain details of explanations provided to the customer at the time of solicitation of insurance contract and minutes of discussions with customers after conclusion of the contract and so forth until expiry of the insurance contract with the customer.
- With regard to inquiries etc. from customers about details of insurance contracts which our Bank has solicited, we shall handle them properly even after conclusion of the insurance contract. Should you have any inquiries, please contact PowerCall at 0120-456-860.
- Complaints, consultations and so forth, if any, in relation to our solicitation activities for insurance contracts etc. should be addressed to our Customer Service Department at 050-3509-0075.
- Depending upon the contents of inquiries or complaints, the Bank may make a contact with the relevant underwriting insurance company. As for the inquiries about several procedures including an insurance claim payment procedure etc., the Bank may refer customers to the call center etc. of the underwriting insurance company.





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PowerCall **0120-456-860**  
**[www.sbishinseibank.co.jp](http://www.sbishinseibank.co.jp)**

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