

# Revision to the Customer Agreements on PowerFlex

Customer Agreements on PowerFlex will be revised as follows on Friday, November 17, 2023.

■ Targets agreements:

- Common Customer Agreement on PowerFlex Transaction
- Customer Agreement on Foreign Currency Deposit for PowerFlex Account
- Customer Agreement on Financial Instruments Brokerage Services (SBI SECURITIES Co., Ltd.)
- Customer Agreement on Financial Instruments Brokerage Services (Monex, Inc.)
- Customer Agreement on PowerCall for PowerFlex Account
- Customer Agreement on PowerDirect
- Handling of Personal Information of Individual Customers

■ Revises parts are colored in red

## Common Customer Agreement on PowerFlex Transaction (P. 1)

Before revision	After revision
<p><b>3. Handling of the Existing Accounts</b>                      If a customer <b>with a comprehensive securities investment trust account or any other existing account applies for the transfer of matters relating to such existing accounts to this Transaction and the Bank approves such application, the Bank shall deem that the relevant</b> 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.</p>	<p><b>3. Handling of the Existing Accounts</b>                      If a customer <b>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</b> 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.</p>
<p><b>6. Monthly Statement</b>                      (1)~(7) (Omitted)  <del>(8) The written Monthly Statement may double as a transaction balance report of securities investment trusts.</del></p>	<p><b>6. Monthly Statement</b>                      (1)~(7) (No change)                      (8) (Deleted)</p>
<p><b>9. Prohibition of Assignment and Pledging</b></p>	<p><b>9. Prohibition of Assignment and Pledging</b></p>

(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 ~~and beneficiary certificates for securities investment trust in deposit~~ with the Bank; and any and all other rights under this Transaction;
- (ii) ~~The Card and the Security~~ Card issued by the Bank; ~~and~~
- (iii) Rights of senders under transactions of funds transfer (to deposit accounts of recipients ~~maintained with the head offices or branches in Japan of the Bank or other financial institutions and those to postal savings accounts~~), which are ~~represented by receipts of funds transferred or acknowledgements of funds transfer containing requests of senders.~~
- (iv) Your telephone number and One-time Password registered with the Bank

(2) (Omitted)

#### 10. Cancellation

(1)~(3) (Omitted)

(4) ~~If the~~ PowerFlex account is not used for a ~~designated period and term deposits, structured deposits and investment trusts have no balance, the Bank may suspend the Transaction.~~ 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)~(8) (Omitted)

#### 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.

(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) (No change)

#### 10. Cancellation

(1)~(3) (No change)

(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)~(8) (No change)

#### 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.

※ <del>As a result of the abolition of security cards effective August 27, 2023, descriptions about security cards in this Agreement shall no longer be applicable on and after August 27, 2023.</del>	(Deleted)
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END

### Customer Agreement on Foreign Currency Deposit for PowerFlex Account(P. 13)

Before revision	After revision
<p><b>II. [Foreign Currency Savings Deposit</b>  <b>4. Withdrawals</b>            (1)~(2) (Omitted)            (3) The Bank shall pay the amount so withdrawn in any of the following methods as designated by the customer:</p> <ul style="list-style-type: none"> <li>(i) Cash in Japanese Yen;</li> <li>(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;</li> <li>(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;</li> <li>(iv) Remittance to an account at a domestic or overseas financial institution (limited to the currencies designated by the Bank) ; or</li> <li style="color: red;">(v) Other methods designated by the Bank</li> </ul> <p style="color: red;">(vi) (New)</p>	<p><b>II. [Foreign Currency Savings Deposit</b>  <b>4. Withdrawals</b>            (1)~(2) (No change)            (3) The Bank shall pay the amount so withdrawn in any of the following methods as designated by the customer:</p> <ul style="list-style-type: none"> <li>(i) Cash in Japanese Yen;</li> <li>(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;</li> <li>(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;</li> <li>(iv) Remittance to an account at a domestic or overseas financial institution (limited to the currencies designated by the Bank) ; or</li> <li style="color: red;">(v) Funds transfer to your account at a securities company (limited to the currencies designated by the Bank)</li> <li style="color: red;">(vi) Other methods designated by the Bank</li> </ul>

END

### Customer Agreement on Financial Instruments Brokerage Services (SBI SECURITIES Co., Ltd.) (P.16)

Before revision	After revision
<p><b>7. Products to be Handled, Accepting Hours, etc.</b>            (1) The Bank only handles the Instruments Subject to Brokerage 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.</p>	<p><b>7. Products to be Handled, Accepting Hours, etc.</b>            (1) The Bank only handles the Instruments Subject to Brokerage <span style="color: red;">and services</span> entrusted by the Affiliated Securities Company. The Instruments Subject to</p>

(2)~(3) (Omitted)	Brokerage, services, the fee schedule and reception hours may differ by the Bank's sales channels. (2)~(3) (No change)
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END

### Customer Agreement on Financial Instruments Brokerage Services (Monex, Inc.) (P.18)

Before revision	After revision
<p><b>7. Products to be Handled, Accepting Hours, etc.</b></p> <p>(1) The Bank only handles the Instruments Subject to Brokerage 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.</p> <p>(2)~(3) (Omitted)</p>	<p><b>7. Products to be Handled, Accepting Hours, etc.</b></p> <p>(1) The Bank only handles the Instruments Subject to Brokerage <b>and services</b> 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.</p> <p>(2)~(3) (No change)</p>

END

### Customer Agreement on PowerCall for PowerFlex Account(P. 20)

Before revision	After revision
<p><b>I. General Service</b></p> <p><b>1. Details of the Service</b></p> <p>(1)~(6) (Omitted)</p> <p>(7) Acceptance of Loss Notice, Reissuance Service</p> <p>If User has lost his/her cash card, registered seal <b>or security card</b>, 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.</p>	<p><b>I. General Service</b></p> <p><b>1. Details of the Service</b></p> <p>(1)~(6) (No change)</p> <p>(7) Acceptance of Loss Notice, Reissuance Service</p> <p>If User has lost his/her cash card <b>or</b> registered seal, the Bank will accept a loss notice based on a reuest from the User. The Bank will also accept requests for changing the User's registered seal or issuing a new cash card.</p>
<p><b>III. Financial instruments Brokerage Services (Monex, Inc.)</b></p> <p><b>3. Mutatis Mutandis Application of the Provisions of Other Customer Agreements</b></p> <p>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.)".</p>	<p><b>III. Financial instruments Brokerage Services (Monex, Inc.)</b></p> <p><b>3. Mutatis Mutandis Application of the Provisions of Other Customer Agreements</b></p> <p>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.)".</p>

~~※ As a result of the abolition of security cards effective August 27, 2023, descriptions about security cards in this Agreement shall no longer be applicable on and after August 27, 2023.~~

(Deleted)

END

## Customer Agreement on PowerDirect(P.26)

Before revision	After revision
<p><b>8. Identity Confirmation</b></p> <p>(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 <del>the</del> PIN, <del>the</del> registered cellphone number (meaning the cellphone number registered in advance through the method prescribed by the Bank; the same shall apply hereinafter) , <del>the</del> date of birth, One-time Password <del>or letters or figures designated by the Bank at each login on the back side of the Security Card issued by the Bank when opening an account and registered by the User (hereinafter, the "Security Card Value")</del> and additional identity confirmation designated separately by the Bank may be required for using the Service or transactions.</p> <p>(2) If the Bank provides the Service after confirming that the Account Number, the Power Direct Password, PIN, registered cellphone number, date of birth, One-time Password <del>and the Security Card Value</del>, etc. entered <del>in the computer by</del> the method designated by the Bank match the Account Number, the Power Direct Password, PIN, registered cellphone number, date of birth, One-time Password <del>and the Security Card Value</del>, 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, One-time Password <del>and Security Card</del> should be strictly maintained confidential at the responsibility of the User and handled</p>	<p><b>8. Identity Confirmation</b></p> <p>(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 cell phone number (meaning the cell phone number registered in advance through the method prescribed by the Bank; the same shall apply hereinafter), date of birth <del>and</del> One-time Password and additional identity confirmation designated separately by the Bank may be required for using the Service or transactions.</p> <p>(2) If the Bank provides the Service after confirming that the Account Number, the Power Direct Password, PIN, registered cellphone number, date of birth <del>and</del> One-time Password, etc. entered <del>by a computer terminal through</del> the method designated by the Bank match the Account Number, the Power Direct Password, PIN, registered cellphone number, date of birth <del>and</del> 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 <del>and</del> One-time Password should be strictly maintained confidential at the responsibility of the User and handled carefully to avoid disclosure, loss or theft.</p>

carefully to avoid disclosure, loss or theft. If the User suspects any theft of the Power Direct Password, PIN, One-time Password ~~or Security Card~~, 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, One-time Password ~~or Security Card Value~~ 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. ~~Please also note that authentication with the Security Card will not be available if an incorrect Security Card Value is entered for a prescribed number of times consecutively.~~

(4)~(5) (Omitted)

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

(1) Please store your ~~Security Card~~, telephone number registered with the Bank, cell phone having the telephone number registered with the Bank and Onetime Password in a safe place so that they will not be used by others. If there is a possibility of unauthorized use of your ~~Security Card~~, 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, 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 ~~Security Card~~, telephone number registered with the Bank, cell phone having the telephone number registered with the Bank or One-time Password has been stolen.

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)~(5) (No change)

#### **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 Onetime 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 ~~Security Card~~, 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 ~~Security Card~~, 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 ~~Security Card~~, telephone number registered with the Bank, cell phone having the telephone number registered with the Bank and One-time Password.

**18. Termination**

(1) If the User Account is closed, the Service shall also be deemed to be canceled.

~~In this case, the User is requested to discard the Security Card by him/herself forthwith.~~

(2) (Omitted)

~~(3) In the case of any of the following, use of the Service 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 the Security Card is assigned, pledged, or lent~~

~~(ii) When the Bank judges that there is a possibility of unauthorized use of the Customer's stolen, theft, or lost Security Card.~~

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

(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.

~~※ As a result of the abolition of security cards effective August 27, 2023, descriptions about security cards in this Agreement shall no longer be applicable on and after August 27, 2023.~~

**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.

**18. Termination**

(1) If the User Account is closed, the Service shall also be deemed to be canceled.

(2) (No change)

(3) (Deleted)

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

(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.

(Deleted)

END

## Handling of Personal Information of Individual Customers (P.48)

Before revision	After revision
(New)	<p><b>Sharing Personal Data with Nissen Credit Service Co., Ltd. and its Group Companies</b></p> <p>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.</p> <p>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.</p> <p>1. Personal data items to be shared</p> <ul style="list-style-type: none"> <li>•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)</li> <li>•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</li> </ul> <p>2. Scope of joint users</p> <ul style="list-style-type: none"> <li>•SBI Shinsei Bank, Limited, Nissen Credit Service, Co., Ltd. and parent companies, subsidiaries, affiliates and other related companies of the two companies</li> </ul>



•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

