

Terms and Conditions on COMSUIE FOREX Services

In addition to the provisions of the COMSUIE FOREX Basic Agreement and the COMSUIE Basic Agreement (the “Basic Agreement”), the terms and conditions set forth below (the “Terms and Conditions”) and further terms and conditions written in any manuals, instructions, user guides and other materials and information relating to the Services and all amendments, variations, and additions thereto, as made by the Bank from time to time shall be applied to the service(s) that are provided to the Customer by the Bank in accordance with these Terms and Conditions. Terms defined in the Basic Agreement have the same respective meaning when used herein.

1. Foreign Exchange Contract Transactions

1.1 Description

The Customer may use the Service to invite the Bank to provide tradable rates for forward foreign exchange transactions (each a “Foreign Exchange Contract Transaction”) and to conclude contracts (each a “Foreign Exchange Contract”) with the Bank for Foreign Exchange Contract Transactions in a manner designated by the Bank such as clicking on the applicable button on the screen. Foreign Exchange Contract Transaction includes transactions to effect a change of delivery date (excluding extensions) of a Foreign Exchange Contract already concluded (“Value Date Change Transaction”).

1.2 Principle of Self-Responsibility

The Customer shall conduct Foreign Exchange Contract Transaction only at its own responsibility and based on Customer’s own calculations.

1.3 Transaction Conclusion

A Foreign Exchange Contract Transaction is deemed concluded [and constitutes an irrevocable offer of the Customer] when the Customer confirms the transaction details and the rate displayed on the screen and indicates its intention to execute the transaction through the Services and in the manner designated by the Bank, and when such indication of intention reaches the servers of the Bank within the required confirmation time period as designated by the Bank for such transaction, and the Bank’s servers complete the processing necessary to execute the transaction without any problem.

When a transaction is concluded by the Customer, the Bank may display a unique contract number (which may be different from the contract number assigned by the Bank by separate notice) on the transaction screen together with a message stating that the transaction (which may have an amount reduced by the Bank according to Clause 1.4) has been successfully executed. If, for some reason, the message with regard to the execution of the transaction does not appear after the Customer has indicated its intention to execute a transaction, the Customer shall confirm with the Bank, in the manner designated by the Bank, whether a transaction has

been executed, which must be done by either confirming via the FOREX Contract Inquiry (as defined in Clause 3.1 hereof) screen or inquiring directly with the Bank (however, for transactions after ordinary telephone reception hours, confirmation can only be made via the FOREX Contract Inquiry screen). The Customer shall be responsible for all losses arising from the failure to obtain confirmation of the successful execution of the transaction. [The Bank is not bound to enter into any Foreign Exchange Contract Transaction for which the Customer has confirmed the transaction details and the applicable rate of exchange through the Services. Any Foreign Exchange Contract for which the Bank has assigned and displayed the unique contract number on the transaction screen is subject to the Bank's right of cancellation under Clause 1.4.]

1.4 Limitation on Service Currencies, Hours, Transaction Limits, etc.

Permitted currencies, transaction hours, limit per transaction, transaction maximum period, etc. under the Services (the "Service Details") shall be separately stipulated by the Bank and made available to the Customer via the web site of the Bank or such other means as selected by the Bank. The Bank may change the Service Details without prior notice.

Even when the Customer has indicated the intention to execute a transaction within the scope of the Service Details (including a Value Date Change Transaction), the Bank may at its sole discretion and without any liability to the Customer select to enter into the transaction with a reduced amount or cancel the whole transaction, upon consideration of various factors including, but not limited to, the Customer's business operations, financial condition and status of transactions with the Bank. Further, even for permitted currencies, transactions cannot be conducted when the delivery date is a holiday in either of the countries in the currency-pair, or if it is a holiday in the United States and Hong Kong.

1.5 Emergency Suspension of Services

Notwithstanding Clause 1.4, the Bank may suspend Services in all currencies or any specific currency if the Bank determines that maintenance work is urgently necessary in order to maintain the Services or financial market conditions, including foreign exchange markets, have deteriorated, or that it is otherwise necessary.

1.6 Transaction Changes/Cancellation

Any Foreign Exchange Contract executed under the Services, other than those subject to Value Date Change Transaction, may not be changed or cancelled via the Services by the Customer.

1.7 Cancellation of Value Date Change Transactions

The Bank may at its sole discretion cancel any Value Date Change Transaction once concluded under the Services. The Customer shall be responsible for all fees, costs and expenses arising in relation to such cancellation.

2. FOREX Contract Confirmation

2.1 Description

Under the Services, “FOREX Contract Confirmation” means the process where the Customer confirms the details displayed on the screen in relation to a Foreign Exchange Contract designated by the Bank that has been concluded via the Services or in any other manner, or in relation to changes to the transaction date thereof, or cancellation of a Foreign Exchange Contract designated by the Bank concluded in any manner other than under the Services, and the Customer notifies the result of its confirmation to the Bank in the manner designated by the Bank. Upon receipt of the foregoing confirmation result, the Bank shall deem that “Transaction Confirmation” (or other equivalent document, howsoever named by the Bank) as defined in the Foreign Exchange Transaction Conditions (meaning the “Foreign Exchange Contract Slip” or “Foreign Exchange Transaction Confirmation” (or other equivalent contract or confirmation document, howsoever named by the Bank), etc., hereinafter the same shall apply) has been submitted.

2.2 Subject Foreign Exchange Contract, Change of Transaction Date and Cancellation

Foreign Exchange Contracts, changes to the transaction date thereof and cancellations thereof subject to FOREX Contract Confirmation (a “Subject Transaction”) shall be limited to those designated by the Bank, and for any other Foreign Exchange Contract, changes to the transaction date thereof or cancellation thereof, the Customer must submit a separate Transaction Confirmation even during the use of the FOREX Contract Confirmation. In addition, the Customer may only utilize FOREX Contract Confirmation with respect to all of the Subject Transactions and may not utilize FOREX Contract Confirmation for purposes of only one such Subject Transaction.

2.3 Performance of FOREX Contract Confirmation Operation

After it becomes possible to confirm and perform the FOREX Contract Confirmation operation, the Customer must promptly (in any event within T+1 from the date on which each Subject Transaction is available on the screen) confirm all Subject Transactions displayed on the screen that are subject to FOREX Contract Confirmation and perform the FOREX Contract Confirmation operation in the manner designated by the Bank. If the Customer has any doubts in relation to any details, the Customer must immediately contact the Bank. If the Customer fails to perform the FOREX Contract Confirmation operation within 1 days from the date on which each Subject Transaction is available on the screen and executes a Foreign Exchange Contract, the Bank may deem that the Customer has performed FOREX Contract Confirmation operation.

Further, failure of the Customer to perform the FOREX Contract Confirmation operation with respect to any Subject Transaction shall not in any way affect any Subject Transaction already concluded, and the Customer must follow the details recorded in the books, etc. of the Bank.

If the Customer is unable to perform the FOREX Contract Confirmation operation due to a communication failure, the Customer must confirm the details of the relevant Subject Transactions in the other manner designated by the Bank.

2.4 Order of Priority

If there is any discrepancy between the details of the Subject Transaction for which the Customer has performed FOREX Contract Confirmation operation under the Services and the Transaction Confirmation separately submitted by the Customer, then confirmation by the FOREX Contract Confirmation shall prevail.

2.5 Subsequent Correction

After performing the FOREX Contract Confirmation, if, in the sole opinion of the Bank, it becomes necessary to correct the transaction details for any reason, the Customer must confirm the transaction details after such correction and must perform the FOREX Contract Confirmation again. In such case, the FOREX Contract Confirmation performed with respect to the transaction details before correction shall become void.

3. FOREX Contract Inquiry

3.1 Description

Under the Services, “FOREX Contract Inquiry” means an inquiry in relation to the details of a Foreign Exchange Contract designated by the Bank executed under the Services or otherwise executed in the past.

3.2 Standards for Information

Information to be displayed shall be limited to information available under the Services at the time of inquiry by the Customer, and the Customer acknowledges that any information subject to change from time to time, such as unused balances, will not necessarily be entirely up-to-date with the latest information.

4. Provision of Information on Exchange Rates, etc.

4.1 Information provided under the Services (including, without limitation, prevailing market rates, as well as information provided via the rate alarm function or e-mail; the same shall apply in Clause 4.4) is limited to that which is available on the Bank’s systems at the time of inquiry by the Customer, and the Customer acknowledges that such information will not necessarily be the latest information or reflect all available information.

4.2 If there are changes in any Foreign Exchange Contract or any related foreign exchange transaction or exchange rate information, etc., the Bank may correct or withdraw such information already provided under the Services. In such case, notice of correction or withdrawal shall not be made.

4.3 The Bank shall not be liable for any damages caused under Clauses 4.1 and 4.2.

- 4.4 Even in the case where information provided under the Services fails to reach the Customer due to failure of the Internet connection or any other communication lines, etc., the Bank shall not be required to provide such information again.

5. Provision of Relevant Services to the Affiliated Company

- 5.1 When the registration of the Affiliated Companies in connection to the Relevant Services is completed, the Bank will provide the Relevant Services to the Customer and the Affiliated Companies, in accordance with this Clause 5. In this case, FOREX Contract Inquiry and other Relevant Services in relation to information queries shall be provided to the Customer, and any Relevant Services other than FOREX Contract Inquiry and other services in relation to information queries may be provided to the Affiliated Companies through the Customer acting on behalf of the Affiliated Companies. Under this Clause 5, “Relevant Services” means services relating to forward foreign exchange, which the Customer may register by the Application and the services incidental thereto provided in accordance with this Clause 5.
- 5.2 On the date of applying to the Bank for registration of the Affiliated Companies in connection to the Relevant Services (“Application Date”), the Customer must cause all such Affiliated Companies at the Application Date, to submit to the Bank the Consent to COMSUITE FOREX Services, in form and content reasonably satisfactory to the Bank, and must cause the Affiliated Companies to submit to the Customer a copy of such consent.
- 5.3 When applying to the Bank for registration of additional Affiliated Companies in connection to the Relevant Services after the Application Date, the Customer must cause the Affiliated Companies to submit to the Bank the Consent to COMSUITE FOREX Services, in form and content reasonably satisfactory to the Bank, prior to the date of its making such application, and must cause the Affiliated Companies to submit to the Customer a copy of such consent.
- 5.4 If the Customer breaches any of the obligations set out in Clause 5.2 or 5.3 above, then the Customer must compensate and indemnify the Bank against all damages and costs incurred by the Bank as a result of such breach.
- 5.5 The Customer and the Bank agree that upon delivery to the Bank of the Consent to COMSUITE FOREX Services in form and content reasonably satisfactory to the Bank from the Affiliated Companies in connection to the Relevant Services, the Affiliated Companies will be deemed as having consented and conferred to the Customer the power and authority to utilize Relevant Services other than FOREX Contract Inquiry and other services in relation to information queries on behalf of the Affiliated Companies.
- 5.6 If any disputes arise between the Bank and the Affiliated Companies regarding the provision of the Relevant Services to the Customer and the Affiliated Companies, the Customer must make best efforts to resolve such disputes and must compensate and indemnify the Bank against any damages and expenses incurred by the Bank in connection with any such disputes.

6. Personal Information

6.1 The Bank may use the personal information (meaning the name, section/department, title, telephone number, facsimile number and e-mail address, which identifies any particular individual, hereinafter the same shall apply) provided by the Customer and the Affiliated Companies in relation to the Services for the following purposes:

- (1) to administer the application for, and implementation of, the Services;
- (2) to verify the identity of any person under all valid treaties, laws, cabinet orders, ministerial ordinances, regulations, notices, guidelines and any other laws, rules or regulations that are applicable now or hereafter and the qualification for the Services;
- (3) to make research and development for financial instruments and services, including the market research and data analysis and the questionnaireing to be conducted internally by the Bank;
- (4) to propose any financial instruments and services of the Bank and its affiliated and other related companies, ;
- (5) to exercise the rights and to perform the obligations in accordance with applicable laws and contracts with the Customer; and
- (6) other than the foregoing, to facilitate the transactions with the Customer and the Affiliated Companies.

6.2 If and when it provides personal information of a person to the Bank, the Customer and the Affiliated Companies shall procure the prior written consent of such person.

6.3 The Bank may regard personal information of a person provided to the Bank as being consented to by such person.

7. Fees and Costs

7.1 The Customer acknowledges that the costs paid to the Bank by the Customer pursuant to Clause 6.2 in the Basic Agreement shall include foreign exchange charges designated by the Bank in relation to Value Date Change Transactions for exchange contracts under the Services. The applicable foreign exchange charges shall be based on the foreign exchange fee system at the time the Bank processes a transaction.

8. Termination of the Basic Agreement

8.1 If either the Customer or the Bank terminates the Basic Agreement pursuant to Clause 9.1 in the Basic Agreement, and the processing of a FOREX Contract Confirmation is incomplete, then the Basic Agreement may not be terminated until such Forex Contract Confirmation is complete.

9. Foreign Exchange Contract Transaction Authorized Persons

- 9.1 In connection with utilizing the Services, in addition to notification of the Administrators and the Users pursuant to Clauses 25.1 and 25.2 in the Basic Agreement, the Customer shall notify the person who conducts a Foreign Exchange Contract Transaction as specified in following paragraph 9.2 (such person referred to as a “Foreign Exchange Contract Transaction Authorized Person”) pursuant to the procedure set forth by the Bank.
- 9.2 When the Customer executes a Foreign Exchange Contract Transaction with the Bank by using measures other than the Services (including any changes to or termination of transactions executed for the Services), only the Foreign Exchange Contract Transaction Authorized Person notified pursuant to the provisions in above paragraph 9.1 may execute such Foreign Exchange Contract Transaction (regardless of whether the notification of the Administrators and the Users has been made pursuant to Clauses 25.1 and 25.2 in the Basic Agreement).
- 9.3 If there are any changes to the Foreign Exchange Contract Transaction Authorized Person provided pursuant to above paragraph 9.1, such changes to the notification of the Foreign Exchange Contract Transaction Authorized Person shall be done separately from any procedures to change the Administrators or the Users. The provisions of Clause 25.5 in the Basic Agreement shall apply to such changes.

10. Application and Application Mutatis Mutandis of Related Provisions

- 10.1 If there are any matters not provided in the Basic Agreement or these Terms and Conditions, provisions of the Agreement on Bank Transactions, Foreign Exchange Transaction Agreement, Foreign Exchange Forward Transaction Agreement or any other agreements between borrowers and financial institutions which comprehensively set forth performance measures and other basic items regarding any performance obligations to such financial institution pursuant to any loans (including negotiable instrument discount and overdraft), acceptances and guarantees, foreign exchange and other transactions, irrespective of the title of such agreements, shall apply or apply mutatis mutandis to such matters. Furthermore, such matters shall be handled pursuant to the laws, regulations, customs and practices of Japan and any other concerned countries and pursuant to procedures set forth by the concerned bank.

11. Governing Law

- 11.1 These Terms and Conditions shall be governed by the laws of Japan.