

## **Terms and Conditions on COMSUITE FOREX Services**

The services under the COMSUITE FOREX Basic Agreement (the “Basic Agreement”) shall be provided by the Bank to the Customer subject to the terms and conditions set forth below and to the Bank’s terms of business relating to investment services, which apply in addition to these Terms and Conditions. Terms defined in the Basic Agreement have the same respective meaning when used herein. In case of conflict between the Bank’s terms of business, the Basic Agreement and these Terms and Conditions, the Bank’s terms of business shall prevail.

### **1. Foreign Exchange Contract Transactions**

#### **1.1 Description**

Under the Services, “Foreign Exchange Contract Transaction” means a transaction whereby the Customer enters transaction details on its screen (currency, amount, delivery date, etc.), based on which, the Bank calculates and displays on the screen tradable rate of a forward foreign exchange transaction at such time (same as set forth in the Foreign Exchange Transaction Conditions ) (the “Foreign Exchange Contract”), and by the Customer confirming the transaction details and the rate displayed on the screen and indicating its intention to execute the transaction in a manner designated by the Bank such as clicking on the applicable button on the screen, a Foreign Exchange Contract is concluded between the Customer and the Bank.

#### **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 when the Customer confirms the transaction details and the rate displayed on the screen and indicates its intention to execute the transaction 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 each transaction, and the Bank’s servers complete the processing necessary to execute the transaction without any problem.

When a transaction is concluded, the Bank will display an operation number (different from the contract number to be notified by the Bank) on the transaction screen together with a message stating that the transaction 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.

#### **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, etc. 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, the Bank may partially or entirely limit the transaction, upon comprehensive 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.

#### 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 may not be changed or cancelled via the Services by the Customer.

If the Customer places an order at exchange rates deviating from prevailing foreign exchange market rates and the Bank executes such order as specified by Customer, despite the Customer's use of an incorrect foreign exchange rate, the Bank may cancel the Foreign Exchange Contract Transaction concluded through the Services, and the cost of canceling such transaction shall be borne by Customer unless there exists another reason for canceling the transaction which is attributable to the Bank.

## 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 forward foreign exchange transaction (same as set forth in the Foreign Exchange Transaction Conditions) (the "Foreign Exchange Contract") designated by the Bank that has been concluded via the Services or in any other manner, or in relation to changes of delivery date (excluding extensions) of a Foreign Exchange Contract already concluded (the "Changes to the Transaction Date"), 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" as defined in the Foreign Exchange Transaction Conditions (meaning the "Foreign Exchange Contract Slip" or "Foreign Exchange Transaction Confirmation", etc., hereinafter the same shall apply) has been submitted.

### 2.2 Subject Foreign Exchange Contract, Changes to the Transaction Date and Cancellation

Foreign Exchange Contracts, Changes to the Transaction Date 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 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 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 prior to the delivery date 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 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 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.

#### 2.6 Emergency Suspension of Services

The Bank may suspend the Services if the Bank determines that maintenance work is urgently necessary in order to maintain the Services, or that it is otherwise necessary.

### 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 confirms 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 3.4) is limited to that which is available on the Bank's systems at the time of inquiry by the Customer, and the Customer confirms 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 3.1 and 3.2.
- 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. Personal Information**

- 5.1 The Bank may process, use and disclose the personal information in accordance with applicable data protection legislation, in particular (i) the Act No 78-17 of 6 January 1978 on Information Technology, Data Files and Civil Liberties, (ii) the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on free movement of such data which will be replaced by (iii) the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data applicable as of 25 May 2018 (“GDPR”) (“Data Protection Legislation”).

The Bank may process personal information relating to the Customer’s identification (in particular the name, section/department, title, telephone number, facsimile number and e-mail address) provided by the Customer in relation to the Services and for the following purposes (collectively, the “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) for research and development of financial instruments and services, including the market research and data analysis and the questionnaires 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, by direct mailing or otherwise;
  - (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.
- 5.2 The Bank will use Customer’s personal information as long as necessary to fulfill any of the abovementioned purposes and in any case no longer than the duration of the relationship with the Customer. In particular, personal information used for the purposes 1, 2, 3, 5 and 6 shall be retained for the duration of the contractual relationship between the Bank and the Customer.
- 5.3 If and when it provides personal information relating to another person to the Bank, the Customer shall procure the prior written consent of such person and must provide such information to the Bank in compliance with the applicable data protection legislation.
- 5.4 The Bank may provide to its head office, affiliated companies and branches and its group companies located inside or outside of the European Economic Area (EEA) Customer’s personal information when it is necessary for the implementation and the performance of the Services. This intra-group data transfer should be treated securely in accordance with an intra-group data transfer and security agreement. Where the countries or territories to which Customer’s personal data are transferred do not offer an equivalent level of protection, the Bank will take reasonable measures to ensure that Customer’s personal information is treated securely and in accordance with the requirement of applicable data protection laws.

5.5 According to the applicable data protection legislation, Customers have a right (i) to access their personal information (ii) to ask the Bank to correct, complete, update, lock or delete their personal information that are inaccurate, incomplete, confusing or out-dated (iii) to object to the processing of their personal information on legitimate grounds and (iv) to establish guidelines for the preservation, deletion and transmission of their personal information after their death.

To exercise their rights, the concerned persons may contact MUFG Bank Paris as follows:

MUFG Bank, Ltd.

Att.: Correspondant Informatique et Libertés

Immeuble le Centorial 18 rue du Quatre Septembre 75080 Paris Cedex 02 France

Email: [correspondant.cnil@fr.mufg.jp](mailto:correspondant.cnil@fr.mufg.jp)