

GCMS Plus Local Rules for Japan

1. Definitions

- 1.1 Any defined terms used and not otherwise defined in these Local Rules shall have the meanings set forth for the same in GCMS Plus Basic Agreement (the “Basic Agreement”) and the GCMS Plus Terms and Conditions.
- 1.2 Notwithstanding any provisions to the contrary in the Basic Agreement, and the GCMS Plus Terms and Conditions as may be amended and/or supplemented from time to time, the following provisions shall apply and which shall have precedence over the provisions in the Basic Agreement and the GCMS Plus Terms and Conditions.

2. Cancellation, correction and refund of instruction for the Payment Services for the Zengin System

- 2.1 The provisions of this Clause apply when any of the following is located in Japan: (a) the Contracting Office or (b) the Servicing Office that owns the Account for the Payment Services for the Zengin System.
- 2.2 The Customer and the Affiliated Company who is the holder of the Account designated by the instruction for the Payment Services for the Zengin System sent by the Customer to the Bank (the “Instruction”), may send to the Bank by e-mail the cancellation request data specified by the Bank (the “Data”). The Data shall become firm and fixed, if and when the Bank becomes aware of the Data.
- 2.3 The Data shall be received by the Bank by the cutoff time separately set forth by the Bank.
- 2.4 When the cancellation of the Instruction is completed, the Bank shall notify the Customer who sent the Data to the Bank or to the Affiliated Company who is the holder of the Account designated by the Instruction, of the completion of the cancellation in the manner prescribed by the Bank. The Customer and the Affiliated Company acknowledge that cancellation of the Instruction may not be effected, whether or not a notice is given by the Bank, in case where there exists ambiguity, contradiction, omission or other defect in the Data.
- 2.5 When the Bank receives a notice (the “Notice”) from the Beneficiary Bank that it is unable to make a transfer with respect to the Instruction, then the following provisions shall apply.
 - (1) In the case where the Affiliated Company who is the holder of the Account designated by the Instruction for which it becomes impossible to make transfer (“Unpayable Instruction”) (the “Subject Affiliated Company”) has submitted, by the time of receipt of the Notice by the Bank, the documents relating to change of transfer designated by the Bank (the “Documents for Transfer Change”) to the Servicing Office with which the Subject Affiliated Company holds such Account (the “Subject Servicing Office”), then the Bank shall notify such Subject Affiliated Company of the details of the Notice in the manner prescribed by the Bank as soon as practicably possible. Upon receipt of the Notice, the Subject Affiliated Company may request that the Subject Servicing Office correct the Unpayable Instruction or effect a refund of the Payment Services for the Zengin System that has been effected by: (a) transmitting by facsimile the documents relating to such request designated by the Bank; or (b) telephone (only if approved by the Bank in advance).
 - (2) In the case where the Subject Affiliated Company has not submitted, by the time of receipt of the Notice by the Bank, the Documents for Transfer Change to the Subject Servicing Office, then the Bank may, regardless of whether or not requested by the Subject Affiliated Company, effect a refund of the Payment Services for the Zengin System that has been effected with respect to an

Unpayable Instruction. After the completion of such refund, the Bank shall notify the Customer of the completion of such refund as soon as practicably possible by sending an e-mail to the mail box shown on the Customer's the screen of the GCMS Plus.

- 2.6 The Customer and the Affiliated Company acknowledge that (a) the Bank has no obligation to effect cancellation or correction of the Instruction, or a refund of the Payment Services for the Zengin System that has been effected, and (b) cancellation or correction of the Instruction or a refund of the Payment Services for the Zengin System that has been effected may not be effected due to the involvement of the Financial Institutions Concerned or otherwise. The Bank or the Financial Institutions Concerned is authorized by the Customer to decide, at its discretion, on the ways and means of cancellation and correction of the Instruction and refund of the Payment Services for the Zengin System that has been effected (concerning the routes, currency, foreign exchange rate and other matters).

3. COMSUITE API Service

- 3.1 The provisions of this Clause apply when any of the following is located in Japan: (a) the Customer who uses the COMSUITE API Service (as defined in Clause 3.2 below, hereinafter the same shall apply in this paragraph), (b) the Servicing Office that owns the Account subject to the COMSUITE API Service, or (c) the Outside Service Provider (as defined in Clause 3.2 below) that provides the Connection Services (as defined in Clause 3.2 below).

- 3.2 If the Customer selects the COMSUITE API Service on the Application, and satisfies the conditions set forth in Clause 3.3 below, the Bank shall provide to the Customer, the services (the "COMSUITE API Service") that enable the Customer to allow all or a part of the functions of the Service to connect with the services provided by the Outside Service Provider (collectively referring to outside business operators providing services to the Customer through an application programming interface; the same shall apply hereinafter) (the "Connection Services").

- 3.3 The Customer may commence the use of the COMSUITE API Service if all of the following conditions are satisfied:

- (1) the Customer has performed all the procedures necessary to commence the Connection Services with the Outside Service Provider; and
- (2) the Customer has performed all the procedures designated by the Bank necessary to commence the COMSUITE API Service.

- 3.4 To the use of the COMSUITE API Service, the Basic Agreement, the GCMS Plus Terms and Conditions and this Clause shall apply, and the provisions of the Basic Agreement and the GCMS Plus Terms and Conditions that apply to the "Service" shall also apply as adjusted accordingly to the COMSUITE API Service.

- 3.5 The Customer acknowledges the following matters when using the COMSUITE API Service:

- (1) The functions subject to the COMSUITE API Service are limited to the Service designated by the Bank, and when using the COMSUITE API Service, the functions of the Service will be provided to the Customer through the Outside Service Provider. In such case, the functions that are subject to the COMSUITE API Service may vary depending on the Connection Services.
- (2) The Customer shall review the contract regarding the Connection Services at its

own responsibility, and complete all the necessary procedures with the Outside Service Provider for the commencement of the Connection Services.

- (3) The period of data provision by the COMSUITE API Service shall be as determined by the Bank, and such period of data provision may be changed based on the Connection Services.
- (4) Remittance and any other transfers of funds to be made using the COMSUITE API Service shall be deemed to be a "Money Transfer", and in accordance with Clause 2 and other provisions of the GCMS Plus Terms and Conditions, the Bank shall receive an amount required for such Money Transfer (including remittance charges, cable charges, handling commissions, paying bank's charges and intermediary bank's charges) from the Customer;
- (5) For the use of the Connection Services, it may be necessary to pay separate fees, etc. to the Outside Service Providers.
- (6) Notwithstanding the provisions of the Basic Agreement, if the Bank considers it necessary or appropriate to provide the COMSUITE API Service, it may provide information regarding the Customer and the Affiliated Company to an Outside Service Provider; provided, that such Outside Service Provider assumes a confidentiality obligation with respect to the information so disclosed.

3.6 When the Customer applies for the use, change or termination of the COMSUITE API Service, the Customer shall do so in the manner designated by the Bank, upon acknowledging the Basic Agreement, the GCMS Plus Terms and Conditions and this Clause.

3.7 The Customer acknowledges the following matters with regard to the authentication for the use of the COMSUITE API Service:

- (1) The Customer shall be required to be authenticated in the manner designated by the Bank (including, without limitation, the authentication set forth in the Basic Agreement) through the Connection Services at the time of commencement of the use of the COMSUITE API Service, and again after the passage of a certain period of time after using the COMSUITE API Service.
- (2) After the completion of the authentication pursuant to the preceding subparagraph, authentication shall be made with the authentication information of the Connection Services.
- (3) In the case where the functions subject to the COMSUITE API Service are provided after the authentication pursuant to the preceding two subparagraphs, even if an unauthorized use of or any other accidents involving the authentication information of the Connection Services (including without limitation, leakage, or falsification of such authentication information, unauthorized access to the system connected to the Outside Service Provider or the Connection Services, or suspension of the functions of the Connection Services caused by system failure, etc. of the Outside Service Provider) occurs, the Bank shall treat such transactions provided by such subject functions as valid, and even if the Customer incurs any damages as a result thereof, the Bank shall not be held liable therefor.
- (4) The authentication information of the Connection Services shall be strictly managed by the Customer at its own responsibility with a sufficient care so as to prevent any thefts, fraudulent uses, losses, breakdowns, or leakages, etc. and if any of such events occurs, the Customer must promptly notify the Bank thereof.

- (5) If an event described in either (a) or (b) below occurs during the use of the COMSUITE API Service, since the Bank will engage in collecting information in cooperation with such Outside Service Provider, the Bank may disclose account information and any other information regarding the Customer and the Affiliated Company to the Outside Service Provider as necessary; provided, that the Outside Service Provider assumes the confidentiality obligation with respect to the information so disclosed:
- (a) account information of the Customer has been leaked or may have been leaked; or
 - (b) an unauthorized use occurred or there is a possibility of it occurring.
- (6) The Outside Service Provider shall be liable for any damages or losses occurring due to its inappropriate management, incorrect use, or unauthorized use of the information disclosed by the Bank to such Outside Service Provider pursuant to the preceding paragraph, or other causes attributable to the Outside Service Provider, and the Bank shall not be held liable therefor.
- 3.8 The Customer acknowledges that the accuracy of information provided by the Bank may be affected or restricted by the process in the computer system or otherwise and that the information to be provided may not necessarily be the latest or all information at the time of such provision.
- 3.9 In addition to the disclaimers set out in each paragraph above, the Customer also acknowledges the following matters:
- (1) With respect to the Connection Services, the Bank makes no warranty as to the establishment of appropriate and constant connections with the COMSUITE API Service, the suitability to the purposes of use of the Customer, the accuracy, fitness, reliability, and timeliness. The Bank makes no warranty as to the sufficiency of the security level of the system management and other structures, customer protection structure and reliability of the Outside Service Provider and non-infringement of any intellectual property rights or any other rights by the Outside Service Provider, and the Bank shall not be liable for any damages arising therefrom;
 - (2) The Bank shall bear no liability whatsoever to the Customer for any damages incurred by the Customer as a result of an act or omission of the Outside Service Provider.
 - (3) If necessary for the maintenance or management of, or for a change to the COMSUITE API Service, or for any other reasonable technical or operational reasons, the Bank may temporarily limit or suspend the use of the COMSUITE API Service in whole or in part without the consent of, or prior notice to, the Customer.
- 3.10 Any matters not covered in any of the Basic Agreement, the GCMS Plus Terms and Conditions, or these Local Rules shall be governed by or subject to various related rules designated by the Bank *mutatis mutandis*.

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