

## GCMS PLUS TERMS AND CONDITIONS FOR ISLAMIC ACCOUNTS

The services under the GCMS Plus Basic Agreement for Islamic Accounts (the “Basic Agreement”) shall be provided by the Bank to the Customer subject to the terms and conditions set forth below. Terms defined in the Basic Agreement have the same respective meaning when used herein.

### 1. Reporting Services

1.1. If any of the following services are registered by the Application and the relevant Consents are submitted by the Customer, the Bank shall provide to the Customer the services (the “Reporting Services”) of reporting on the Accounts and other matters as registered by the Customer:

- (1) Account Report
- (2) Inward Remittance Report
- (3) Statement
- (4) Outward Remittance Report
- (5) Other Information Reporting

1.2. The Customer acknowledges that the accuracy of information provided by the Bank in the Reporting Services may be affected or restricted by the process in the computer system or otherwise and that the account information may not be provided on a real time basis.

1.3. The Customer shall make queries directly with the Servicing Office (and, if the information relates to the accounts and transactions of an Affiliated Company, through such Affiliated Company) with respect to any irregularities in the information provided in the Reporting Services.

### 2. Payment Services

2.1. If the Payment Services is registered by the Application and the relevant Consents are submitted by the Customer, the Bank shall provide to the Customer the services (the “Payment Services”) of money transfer/other methods of fund transfer (“Money Transfer”) between the Accounts and other accounts as registered by the Customer.

2.2. In case where the Customer utilizes the Payment Services with respect to the Accounts which the Customer or the Affiliated Companies maintain with the Bank, the following provisions shall apply:

- (1) The Bank is hereby authorized to debit the Accounts with the amount (including remittance charges, cable charges handling commissions, paying bank’s charges and intermediary bank’s charges) required for Money Transfer, without any cheque or any withdrawal slip with its bank book. The foregoing provisions shall apply with respect to the charges for the cancellation and correction of Money Transfer instructions made by the Customer to the Bank.
- (2) Money Transfer may be executed through the head office and branches of the Bank and the Financial Institutions Concerned. The Bank is hereby authorized to decide, at its reasonable discretion, on the ways and means of executing Money Transfer (concerning

the routes and the ways of money transfer and transmission of instructions with the Financial Institutions Concerned and other matters). In executing Money Transfer and making payments in relation thereto, the Bank and the Financial Institutions Concerned may rely on the identifying Bank Code, account number or other numerical/alphabetical/kana letter information included in the Customer's instruction.

Unless caused by the gross negligence or willful misconduct of the Banks, (i) the Bank shall not be responsible for damages caused to the Customer by the inconsistency between such identifying information and parties named, and (ii) the Customer shall indemnify the Bank against any damages which the Bank may incur as a result of any inconsistency thereof.

- (2) The Customer agrees that the Payment Services shall be provided in accordance with the local customs and practices, laws and regulations or the handling procedures of the Bank and the Financial Institutions Concerned. In case where Money Transfer is executed in a currency other than the currency of the place where the beneficiary is situated, the Customer agrees that the currency and the exchange rate applicable to the payment to the beneficiary shall be determined by the Bank or the Financial Institutions Concerned in accordance with the local customs and practices, laws and regulations or the handling procedures of the Bank and the Financial Institutions Concerned.
- (3) The terms and conditions of the Bank's overseas remittance regulations and domestic remittance regulations and other rules which the Bank generally applies to similar transactions shall apply with respect to matters not provided for in the Basic Agreement and these Terms and Conditions.
- (4) The Customer and Affiliated Companies (a) agree that the Bank may provide, for the purpose of Money Transfer, the information necessary to identify the applicant of Money Transfer, including their names and addresses and the account number of the Accounts by listing the information on Money Transfer or through other methods and (b) undertake to provide the information necessary to identify the recipient of Money Transfer, including the name, address and account number of the recipient of Money Transfer, if required by the competent authorities or other public bodies or pursuant to the treaties, laws, regulations, customs, practices or international regulations and agreements.

2.3. In case where the Customer utilizes the Payment Services with respect to the Accounts which the Customer or the Affiliated Companies maintain with Financial Institutions Concerned other than the Bank, the following provisions shall apply:

- (1) Money Transfer from the Accounts maintained with Financial Institutions Concerned other than the Bank shall be executed by transmitting Money Transfer instructions by the Bank to the Financial Institutions Concerned. The Bank is hereby authorized to decide, at its discretion, on the ways and means of transmitting Money Transfer instructions. In executing Money Transfer and making payments in relation thereto, the Bank and the Financial Institutions Concerned may rely on the identifying Bank Code, account number or other numerical/alphabetical/kana letter information included in the Customer's instruction. Unless caused by the gross negligence or willful misconduct of the Bank, the Bank shall not be responsible for damages caused to the Customer by the

inconsistency between such identifying information and parties named, and the Customer shall indemnify the Bank against any damages which the Bank may incur as a result of any inconsistency thereof.

- (2) The obligations of the Bank in this Clause 2.3 shall be limited to transmitting Money Transfer instructions to the Financial Institutions Concerned with which the Accounts are maintained. The Bank shall in no case be liable in relation to the execution of Money Transfer by the Financial Institutions Concerned.
- (3) The Customer agrees that related Payment Services of Money Transfer shall be executed in accordance with the local customs and practices, laws and regulations or the handling procedures of the Bank and the Financial Institutions Concerned. In case where Money Transfer is executed in a currency other than the currency of the place where the beneficiary is situated, the Customer agrees that the currency and the exchange rate applicable to the payment to the beneficiary shall be determined by the Bank or the Financial Institutions Concerned in accordance with the local customs and practices, laws and regulations or the handling procedures of the Bank and the Financial Institutions Concerned.
- (4) The terms and conditions of the Bank's overseas remittance regulations and other rules which the Bank generally applies to similar transactions shall apply with respect to matters not provided for in the Basic Agreement and these Terms and Conditions.

2.4. The Bank shall exert its best efforts to execute Money Transfer or to transmit Money Transfer instructions without delay, if the instruction for the Payment Services is received by the Bank before the cut off time set forth by the Bank.

2.5. The Customer acknowledges that Money Transfer may not be executed, whether or not a notice is given by the Bank, in any of the following cases:

- (1) where the funds available in the Account are not sufficient for Money Transfer;
- (2) where there exists security interest created over, or attachment made against, the funds in the Account and the disposition thereof is restricted or prohibited;
- (3) where the instruction for the Payment Services does not satisfy the conditions set forth by the Bank;
- (4) where there exists ambiguity, contradiction, omission or other defect in the instruction for the Payment Services;
- (5) where the Bank observes that the instruction for the Payment Services may not be authorized by the Customer;
- (6) where the execution of Money Transfer may be in conflict with applicable laws and regulations;

- (7) where the bank (or its branch) with which the account of the recipient is maintained is not a correspondent bank of the Servicing Office with which the Account is maintained.
- (8) where any event occurs which renders Money Transfer difficult or impossible.
- 2.6. The Customer shall have no right to cancel or correct instructions for the Payment Services, if such instruction has been accepted by the Bank. If the Customer requests for cancellation or correction of the instruction given by the Customer or for refund of any executed Money Transfer, an application shall be made as set forth by the Bank. The Customer acknowledges that cancellation and refund of Money Transfer may not be effected due to the involvement of Financial Institutions Concerned or otherwise and that fees and other costs may be charged or deducted from the funds to be transferred by Financial Institutions Concerned. The Bank is hereby authorized to decide, at its discretion, on the ways and means of cancellation and refund of Money Transfer (concerning the routes, currency, foreign exchange rate and other matters).
- 2.7. The Customer shall bear the costs and expenses which may be incurred in relation to cancellation and refund of Money Transfer (including those incurred where cancellation and refund are not executed). The Customer shall indemnify the Bank from any damages to the Bank which may be incurred in relation to cancellation and refund of Money Transfer (including those incurred where cancellation and refund are not executed) except in the case of gross negligence or willful misconduct of the Bank. The Bank shall not be responsible for indemnifying the Customer for such damages. The Bank is hereby authorized to debit from the Accounts the amount to compensate for such costs, expenses and damages without any cheque or any withdrawal slip with its bank book.
- 2.8. The Bank shall, in principle, continue to provide the Payment Services to the Customer to whom it provides such services even in the event of the Bank's corporate reorganization; provided, however, that if corporate reorganization of the Bank will render it unable to provide such services to such the Customer, the Bank shall immediately provide notice thereof to such the Customer.
- 2.9. In the event that the Customer prepares data related to Money Transfer instructions and uploads said data onto GCMS Plus, the following provisions shall apply:
- (1) The Customer shall prepare data related to Money Transfer instructions and upload said data onto GCMS Plus at its own responsibility.
  - (2) The Customer agrees that, in the event that the Customer approves Money Transfer instructions on a GCMS Plus screen, the Customer shall also be deemed to have approved the information contained in the data related to Money Transfer instructions not displayed on the screen which the Customer itself has prepared.
  - (3) The Customer acknowledges that if the information contained in the data related to Money Transfer instructions prepared by the Customer does not satisfy the

conditions set forth by the Bank, then Money Transfer may be executed at the Bank's discretion as if the information were not included in the data relating to Money Transfer instructions.

- (4) The Bank may rely on the information contained in data related to Money Transfer instructions prepared by the Customer. In the event that the Payment Services are performed pursuant to the above information, the Bank shall treat the Payment Services as valid, and even if the Customer incurs damages as the result of this reliance by the Bank, the Bank shall not be held liable towards the Customer at all unless the damages arise out of the gross negligence or willful misconduct of the Bank.

### **3. File Transfer Services**

- 3.1. If the File Transfer is registered by the Application and the relevant Consents are submitted by the Customer, the Bank shall provide to the Customer the payment services through the file transfer function (the "File Transfer Services").
- 3.2. The Customer shall transfer to the Bank the data (the "Data") through the file transfer function and in the form set forth by the Bank. The Customer shall, immediately after the transmission of the Data, notify the Bank thereof in the manner designated by the Bank. The Data shall become firm and fixed, if and when the Bank receives such notice and becomes aware of the Data.
- 3.3. The following provisions shall apply with respect to the bulk money transfer (the "Bulk Money Transfer") in the File Transfer Services:
  - (1) the Bank is hereby authorized to debit from the account designated in the Data (the "Settlement Account") the amount of transfer (including the transfer charges) without any cheque or any withdrawal slip with its bank book;
  - (2) the provisions in (2) to (5) of Clause 2.2 (provided that (i) "Money Transfer" shall read as "Bulk Money Transfer" and (ii) "Account" shall read as "Settlement Account"); and
  - (3) the Customer acknowledges that the total amount of file transfer is displayed only for reference purposes. The Bank shall effect the Bulk Money Transfer on the basis of the Data in the file transferred by the file transfer function. The Bank is under no obligation to verify the Data in the file.
- 3.4. The instruction for the File Transfer Services shall be received by the Bank by the cut off time set forth by the Bank. The Bank shall exert its best efforts to execute the Bulk Money Transfer without delay, if the instruction for the File Transfer Services is received before the cut off time.

- 3.5. The Customer acknowledges that the Bulk Money Transfer 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 instruction for the File Transfer Services (including a case where the number and the total amount of transfer do not conform with the number and the total amount of transfer input by the Customer and displayed on the GCMS Plus screen).
- 3.6. The provisions in Clauses 2.5 to 2.7 shall apply mutatis mutandis with respect to the Bulk Money Transfer (provided that (i) "Money Transfer" shall read as "Bulk Money Transfer", (ii) "Account" shall read as "Settlement Account" and (iii) "Payment Services" shall read as "Bulk Money Transfer").
- 3.7. The Customer may utilize, through the file transfer function, the Services (other than the Bulk Money Transfer) which may be provided by each Servicing Office. The terms and conditions which such Servicing Office may publicize on the web site shall apply to such Services.

#### **4. Beneficiary Advice Services**

- 4.1. If the Beneficiary Advice is registered together with the Payment Services, the Bank shall provide to the Customer the services of sending a payment advice by e-mail (the "Payment Advice E-mail") to the recipient e-mail addresses (the "Recipient E-mail Address") as instructed by the Customer (the "Beneficiary Advice Services").
- 4.2. In case where the holder of the Recipient E-mail Address (the "E-mail Recipient") is an individual (such as an employee of the Customer), the Customer agrees:
  - (1) directly or through the Affiliated Company, to give a prior notice to the E-mail Recipient that the Recipient E-mail Address is provided to the Bank for the purpose of sending the Payment Advice E-mail and to obtain its consent in writing or otherwise (it being understood that the Beneficiary Advice Services are provided subject to such consent);
  - (2) immediately, to suspend the use of the Recipient E-mail Address, if so requested by the E-mail Recipient.
- 4.3. The Bank shall not use the Recipient E-mail Address other than for the purpose of sending the Payment Advice E-mail.
- 4.4. If the Bank is requested by the E-mail Recipient or any third party to suspend the Payment Advice E-mail, the Bank shall, without delay, notify the Customer thereof in writing and may request the Customer to suspend the use the Recipient E-mail Address. If requested to do so, the Customer shall immediately suspend the use of the Recipient E-mail Address. The Bank may, at its discretion, suspend the Beneficiary Advice Services as a whole, if the request to such effect is repeated by the E-mail Recipient or any other third party.
- 4.5. The Customer hereby acknowledges and agrees in relation to the Beneficiary Advice Services as follows:

- (1) The Bank shall send the e-mail to the Recipient E-mail Address designated by the Customer and is under no obligation to verify the identity of the recipients.
- (2) The Bank is under no obligation to confirm receipt of the Payment Advice E-mail.
- (3) The Customer acknowledges that no security measures are taken with respect to the Payment Advice E-mail (including password protection and cryptography), for which the Bank shall not be responsible.
- (4) The Bank shall not be responsible for any accident (including leakage of information) which may be caused by inaccuracy of the Recipient E-mail Address provided by the Customer.
- (5) The Bank is under no obligation to deal with queries of the recipient of the Payment Advice E-mail, of which the Customer shall take care on its responsibility.
- (6) If the Payment Advice E-mail is not received, the Bank is under no obligation to re-send the same.
- (7) The Customer acknowledges that the Bank may not send the Payment Advice E-mail at any particular time due to the process of the system.

## **5. Cash Forecasting Services**

- 5.1. Once the Customer has submitted the Cash Forecasting Service Application, Memorandum Regarding the Cash Forecasting Service and other documents designated by the Bank, the Bank will then provide the Customer with the Cash Forecasting Service, which allows the Customer to manage and analyze information pertaining to the Account designated in the aforementioned documents and other information.
- 5.2. The Customer may commence the use of the Cash Forecasting Service if all of the following conditions are satisfied:
  - (1) the Customer having taken necessary steps as required by the Bank; and
  - (2) the Bank having given an approval with respect to the Account, the Servicing Office and the Affiliated Company for the Cash Forecasting Service and having taken other necessary steps.
- 5.3. The Customer acknowledges the following items:
  - (1) the accuracy of the information provided by the Bank may be affected by computer processing restrictions and otherwise, and that information may not be provided on a real time basis; and
  - (2) all forecasts provided in the Cash Forecasting Service are merely a reflection of the future deposits, deductions, transfers or other transactions that the Customer has instructed or informed the Bank of from time to time, and the Bank does not generate any forward-looking information or predictions.

- 5.4. The Customer shall make queries directly with the Servicing Office (and, if the information relates to the accounts of an Affiliated Company, through such Affiliated Company) with respect to any irregularities in the information provided in the Cash Forecasting Service.

## **6. File Encryption Services**

- 6.1. If the Customer provides the Bank with instructions for certain services in a file that has been encrypted based on the public key provided by the Bank (the “Instructions”), the Bank shall receive the Instructions from the Customer and shall decrypt the Instructions (the “File Encryption Services”).
- 6.2. If the Bank is unable to decrypt the Instructions, the Bank has no obligation to perform services related to the Instructions, and the Bank shall not be liable to the Customer for any damages caused to the Customer as a result thereof.
- 6.3. As long as the Bank has conducted decryption pursuant to Clause 10.1 and performed the services related to the Instructions, the Bank shall treat such services as valid and effective, even if there is any illegal use by a third party or any other accidents in connection with the instructions and information contained in the encrypted file. The Bank shall not be liable to the Customer for any damages caused to the Customer as a result thereof.
- 6.4. The Customer shall, on its responsibility, prepare the encryption. The Bank has no obligation to verify the contents of the encryption by the Customer, and the Bank shall not be liable for any damages caused to the Customer due to errors in the encryption by the Customer or any other events attributable to the Customer.
- 6.5. The Customer shall, on its responsibility, manage the key used for encryption.
- 6.6. If the provision of the File Encryption Services has been suspended for any reason, the Customer must, on its responsibility, destroy all information provided by the Bank for the File Encryption Services.

## **7. GCMS Plus Supplemental Tool**

- 7.1. If the GCMS Plus Supplemental Tool (the “Supplemental Tool”) is registered by the Application, the Bank shall be deemed to have granted the Customer a non-exclusive and non-transferable right to use the Supplemental Tool subject to these Terms and Conditions.
- 7.2. The Supplemental Tool forms part of the Software, to which the provisions of the Basic Agreement shall apply.

## **8. Affiliated Company**

If the Customer registers by the Application any Accounts, information and transactions of an Affiliated Company and the relevant Consent is submitted by such Affiliated Company, the



Bank agrees to provide to the Customer the Services with respect to such Accounts, information and transactions.

**9. Personal Information**

9.1. The Bank may use the personal information (such as the name, section/department, title, telephone number, facsimile number and e-mail address, which identifies any particular individual) provided by the Customer and 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 questionnaire 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.
- 9.2. If and when it provides personal information of a person to the Bank, each of the Customer and the Affiliated Companies shall procure the prior written consent of such person.
- 9.3. The Bank may regard personal information of a person provided to the Bank as being consented to by such person.

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