

GCMS Plus Terms and Conditions

In addition to the provisions of the GCMS Plus Basic Agreement (if the COMSUITE Basic Agreement is entered into between the Customer and the Bank, then “GCMS Plus Basic Agreement” shall be read as “COMSUITE Basic Agreement”) (the “Basic Agreement”), the terms and conditions set forth below (these “Terms and Conditions”) shall be applied to the services 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. 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) Outstanding Transaction Report
- (4) Statement
- (5) Outward Remittance Report
- (6) Pooling Interest Statement
- (7) 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.

1-2. Pooling Interest Statement Services

In case where the Customer utilizes the Pooling Interest Statement Services of the

provisions in (6) of Clause 1.1 above (and provided that there is or will be no other separate agreement governing Pooling Interest Statement Services currently or in future), the Customer is hereby put on notice and acknowledges that the following provisions shall apply:

- (1) The following conditions must be satisfied:
 - (a) In the case where a Participating Company (meaning a participating company in the services designated by the Bank which enable group companies to manage their cash balances through fund transfers, etc. between the accounts (the "Pooling Service", hereinafter the same)) selects the Pooling Interest Statement Services in the Application as a Customer, a Header Company (a header company of the Pooling Service, hereinafter the same) has registered for Pooling Interest Statement Services that are subject to the terms of a Basic Agreement with the relevant branch or affiliate of MUFG Bank Ltd.;
 - (b) In the case where an entity who is neither a Header Company nor Participating Company selects the Pooling Interest Statement Services in the Application as a Customer, a Header Company has registered for Pooling Interest Statement Services that are subject to the terms of a Basic Agreement with the relevant branch or affiliate of MUFG Bank Ltd.;
 - (c) In addition to the provisions set forth in Paragraphs (a) and (b) above, the Customer has completed all prescribed procedures for commencing to utilize the Pooling Interest Statement Services; and
 - (d) The Bank has an approval with respect to the Accounts, the Servicing Office and the Affiliated Company for the Pooling Interest Statement Services and the prescribed procedures having been completed.
- (2) The Header Company shall designate the account information pertaining to the Accounts in the Pooling Interest Statement in relation to the Header Company and the Participating Company, the information on interest and the settlement method of interest (collectively, "Account and Interest Information").
- (3) The Account and Interest Information may only be changed by the Header Company. Cancellation of the Pooling Interest Statement Services may be made by a notice from the Customer. When notice is given by the Customer, the Pooling Interest Statement Services utilized by said Customer shall be terminated due to cancellation. In these cases, the effect of the changes to the Account and Interest Information or cancellation of the Pooling Interest Statement Services as a result of notice from the Header Company shall also extend to the Pooling Interest Statement Services of the Participating Company and entity who is neither the Header Company nor Participating Company. The Header Company must obtain the consent of the Participating Company and entity who is neither the Header Company nor Participating Company that uses the Pooling Interest Statement Services that are subject to the terms of a Basic Agreement with the relevant branch or affiliate of MUFG Bank Ltd. in regards to said changes to the Account and Interest Information or cancellation of the Pooling Interest Statement Services. The foregoing provisions shall apply where the Pooling Services related to the

Pooling Interest Statement Services are terminated due to cancellation or other reasons as a result of notice by the Header Company.

- (4) The Customer agrees that: (a) the figures and other descriptions in the Pooling Interest Statement are based on calculations of standard calculation methods of the Bank; (b) it utilizes the figures and other descriptions in the Pooling Interest Statement at its own responsibility; (c) if required for the maintenance services of the System or if there is a change to the services or any other justifiable event, the Bank may suspend the use of the Pooling Interest Statement Services without obtaining the prior consent of the Customer and without notifying the Customer in advance; and (d) the Bank may terminate the Pooling Interest Statement Services by providing written notification 30 days in advance to the Customer.
- (5) In addition to the provisions of Clause 1.2, the Bank shall not be liable for any damages incurred by the Customer even if the figures and other descriptions in the Pooling Interest Statement are not correct.

1-3. Virtual Account Service

- (1) In these Terms and Conditions, the following terms have the following respective meanings:

“**BIN**” is the abbreviation for “Bank Identification Number” which is the number assigned to each account in order for the Bank to identify the account.

“**Client ID Number**” means the number assigned by the Customer as a number linked to BIN pursuant to the procedures set forth by the Bank.

“**Virtual Account Number**” means the BIN and the Client ID Number linked thereto.

“**Virtual Account Service**” means the service to link the Client ID Number to the BIN in order for the Customer to specify, based on the Virtual Account Number, the person who transferred the funds into the Account.

- (2) Notwithstanding the provisions in Clause 1, in case the Customer utilizes the Virtual Account Service, the provisions in this Clause 1-3 shall apply.
- (3) If the Virtual Account Service is registered by the Application and the documents designated by the Bank are submitted by the Customer, the Bank shall provide to the Customer the Virtual Account Service as registered by the Customer.
- (4) In relation to the Virtual Account Service, the Bank shall submit to the Customer a statement of remittances made into the Account, in a manner deemed reasonably appropriate to the Bank at its discretion.

- (5) The Customer may commence the use of the Virtual Account Service if all of the following conditions are satisfied:
 - (a) the Customer having taken necessary steps as required by the Bank; and
 - (b) the Bank having given an approval with respect to the Account for the Virtual Account Service and having taken other necessary steps.
- (6) The Customer acknowledges that the accuracy of information provided by the Bank in the Virtual Account Service may be affected or restricted by the process in the computer system or otherwise and that the information may not be provided on a real time basis.
- (7) The Customer shall make queries directly with the Servicing Office (and, if the information relates to the Affiliated Company, through such Affiliated Company) with respect to any irregularities in the information provided in the Virtual Account Service.

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 ("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 check 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 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 account number or other numerical information included in the Customer's instruction. The Customer shall

be responsible for the consistency between an identifying numbers and parties named and shall indemnify the Bank against any damages which the Bank may incur as a result of any inconsistency thereof.

- (3) 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 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.
- (5) 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 and (b) undertake to provide the information necessary to identify the recipient, including the name, address and account number of the recipient, 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 account number or other numerical information included in the Customer's instruction. The Customer shall be responsible for the consistency between an identifying numbers and parties named and 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) 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 cutoff 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 which may be incurred in relation to cancellation and refund of Money Transfer (including those incurred where cancellation and refund are not executed). The Bank is hereby authorized to debit from the Accounts the amount to compensate for such costs, expenses and damages without any check or any withdrawal slip with its bank book.

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 check 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 cutoff 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 cutoff 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. Time Deposit Services

- 4.1 If the Time Deposit is registered by the Application and the relevant Consents are submitted by the Customer, the Bank shall provide to the Customer the services (the "Time Deposit Services") of debiting the funds from the Account and creating a time deposit in the name of the account holder at the Servicing Office (the "Account Office").
- 4.2 The Customer may commence the use of the Time Deposit Service if all of the following conditions are satisfied:
 - (1) the Customer or the Affiliated Company having opened an account for time deposit and having taken other necessary steps as required by the Account Office; and
 - (2) the Bank having given an approval with respect to the Account, the Account Office and the Affiliated Company for the Time Deposit Services and having taken other necessary steps.

- 4.3 The Bank shall exert its best efforts to create a time deposit on the designated date, if the instruction for the Time Deposit Service is received by the cutoff time set forth by the Bank.
- 4.4 Unless otherwise agreed upon by the parties, the Customer acknowledges that the Bank may apply to the time deposit created in the Time Deposit Service such interest rate as the Bank may apply to the similar transactions in terms of the amount, term, currency, value date and other conditions.
- 4.5 The Customer acknowledges that, if the designated maturity date is not a banking day in the place where the Account Office is situated, the Bank may designate as the maturity date of such time deposit a banking day in the said place which immediately precedes or succeeds the designated date in accordance with the laws, regulations and customs in the country of the Account Office and the handling procedures of the Bank.
- 4.6 On the maturity of the time deposit created in the Time Deposit Services, the Bank shall transfer the amount of the time deposit with interest thereon to the Account in accordance with the instruction given at the time of the creation of the time deposit or immediately before the maturity date (save in the case where any other instruction is given by the Customer to the Bank with respect thereto), unless there exists security interest created over, attachment made against, the time deposit or any other event which prevents the repayment thereof; provided that the Bank may deduct withholding taxes in accordance with the applicable laws and regulations. In case where the repayment of the time deposit is subject to the presentation of a certificate or bank book or any other requirements, the Bank is under no obligation to repay the time deposit, unless the Customer or the Affiliated Company satisfies such requirements.
- 4.7 In case where the currency designated by the Customer for the time deposit differs from the currency of the Account, the Customer agrees that the Bank may apply such exchange rate as the Bank may deem fit in accordance with the laws, regulations and customs in the country of the Account Office and the handling procedures of the Bank.
- 4.8 The Customer acknowledges that the time deposit may not be created, whether or not a notice is given by the Bank, in any of the following cases, in which case the Customer shall bear any and all losses arising therefrom:
- (1) where the Customer or the Affiliated Company fails to complete the necessary registration or other procedure or the Bank fails to give an approval with respect to the Account or the Account Office for the Time Deposit Services;
 - (2) where the funds available in the Account are not sufficient for the amount of the time deposit;

- (3) where there exists security interest created over, or attachment made against, the funds in the Account and the disposition thereof is restricted or prohibited;
- (4) where the instruction for the Time Deposit Services does not satisfy the conditions set forth by the Account Office or the instruction is received after the cutoff time set forth by the Bank;
- (5) where there exists ambiguity, contradiction, omission or other fault in the instruction for the Time Deposit Services;
- (6) where the Bank observes that the instruction for the Time Deposit Services may not be authorized by the Customer;
- (7) where the creating of time deposit may be in conflict with applicable laws and regulations; and
- (8) where any event occurs which renders the creating of time deposit difficult or impossible.

4.9 The Customer shall have no right to cancel or correct an instruction for the Time Deposit Services, if such instruction has been accepted by the Bank. If the Customer requests for the cancellation or correction of the instruction given by the Customer or for the termination of the time deposit before the maturity date, an application shall be made as set forth by the Bank. The Customer acknowledges that the Bank may not effect the termination of the time deposit before the maturity date.

4.10 The terms and conditions which the Bank generally applies to similar transactions shall apply with respect to matters not provided for in these Terms and Conditions.

5. Import L/C Services

5.1 If the Import L/C is registered by the Application and the relevant Consents are submitted by the Customer, the Bank shall provide to the Customer the services relating to the opening of import L/Cs and amendment thereof (the "Import L/C Services") at the Servicing Office.

5.2 The Customer shall, immediately after the transmission of the instruction for the opening or amendment of import L/Cs, notify the Bank thereof in the manner designated by the Bank. The instruction shall become firm and fixed, if and when the Bank receives such notice and becomes aware of the instruction.

5.3 The instruction shall be received by the Bank by the cutoff time set forth by the Bank. The Bank shall exert its best efforts to effect the opening or amendment of import L/Cs without delay, if the instruction is received before the cutoff time.

- 5.4 The Customer acknowledges that the opening or amendment of import L/Cs may not be effected due to incompleteness of the instruction, creditworthiness of the Customer or otherwise.
- 5.5 If the Customer requests for the cancellation or correction of the instruction for the opening or amendment of import L/Cs after the data is received by the Bank, an application shall be made as prescribed by the Servicing Office.
- 5.6 The Customer shall bear the costs (fees) which may be incurred in relation to the opening or amendment/cancellation of import L/Cs in the Import L/Cs Services. The Customer shall indemnify the Bank from any damages which may be incurred in relation to the amendment/cancellation referred to above. The Bank is hereby authorized to debit from the account to be designated by the Customer the amount equal to such costs and damages without any check or any withdrawal slip with its bank book.
- 5.7 The provisions of the Foreign Exchange Transaction Agreement and the Agreement on Letter of Credit Transaction submitted by the Customer to the Bank and other similar provisions shall apply to the import L/Cs opened by the Bank in the Import L/C Services.
- 5.8 The import L/Cs opened by the Bank in the Import L/C Services shall be subject to the Uniform Custom and Practice for Documentary Credits (the latest version) published by International Chamber of Commerce.
- 5.9 The provisions in Clause 8 shall apply with respect to the off-line tool which the Customer may use on loan from the Bank for the purpose of the Import L/C Services.

6. Beneficiary Advice Services

- 6.1 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").
- 6.2 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.
- 6.3 The Bank shall not use the Recipient E-mail Address other than for the purpose of sending the Payment Advice E-mail.
- 6.4 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 of 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.
- 6.5 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.

7. 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.

8. GCMS Plus Supplemental Tool

- 8.1 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.
- 8.2 The Supplemental Tool forms part of the Software, to which the provisions of the Basic Agreement shall apply.

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 questionnairing 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.

10. SEPA Credit Transfer Services

- 10.1 If the SEPA Credit Transfer 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 "SEPA Credit Transfer Services") of credit transfer through SEPA Credit Transfer (as defined in the Payment Services Directive and the rules set forth by the European Payments Council (including their amendments, the "Rules"), hereinafter the same) ("Credit Transfer") between the Accounts and other accounts as registered by the Customer.
- 10.2 In case where the Customer utilizes the SEPA Credit Transfer 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) required for Credit Transfer, without any check or any withdrawal slip with its bank book. The foregoing provisions shall apply with respect to the charges for the cancellation and correction of Credit Transfer instructions made by the Customer to the Bank.
 - (2) Credit 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 discretion, on the ways and means of executing Credit Transfer (concerning the routes and the ways of Credit Transfer and transmission of instructions with the Financial Institutions Concerned and other matters). In executing Credit Transfer and making payments in relation thereto, the Bank and the Financial Institutions Concerned may rely on the identifying account number (IBAN (as defined in the Rules, hereinafter the same)) or other numerical/alphabetical information included in the Customer's instruction. The Customer shall be responsible for the consistency between such information (including IBAN) and parties named and shall indemnify the Bank against any damages which the Bank may incur as a result of any inconsistency thereof.
 - (3) The Customer agrees that the SEPA Credit Transfer Services shall be provided in accordance with the Rules and other rules applicable to SEPA Credit Transfer (the "SEPA Credit Transfer Regulations"), the local customs and practices, laws and regulations or the handling procedures of the Bank and the Financial Institutions Concerned.
 - (4) The Bank's rules applicable to the SEPA Credit Transfer and other related terms and conditions 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.
 - (5) The Customer and Affiliated Companies (a) agree that the Bank may provide, for the purpose of Credit Transfer, the information necessary to

identify the applicant of Credit Transfer, including their names and addresses and the account number of the Accounts and (b) undertake to provide the information necessary to identify the recipient, including the name, address and account number of the recipient, if required by the competent authorities or other public bodies or pursuant to the treaties, laws, regulations, customs, practices or international regulations and agreements.

10.3 In case where the Customer utilizes the SEPA Credit Transfer 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) Credit Transfer from the Accounts maintained with Financial Institutions Concerned other than the Bank shall be executed by transmitting Credit 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 Credit Transfer instructions. In executing Credit Transfer and making payments in relation thereto, the Bank and the Financial Institutions Concerned may rely on the identifying account number (IBAN) or other numerical/alphabetical information included in the Customer's instruction. The Customer shall be responsible for the consistency between such information (including IBAN) and parties named and 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 10.3 shall be limited to transmitting Credit 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 Credit Transfer by the Financial Institutions Concerned.
- (3) The Customer agrees that the SEPA Credit Transfer Services shall be provided in accordance with the SEPA Credit Transfer Regulations, the local customs and practices, laws and regulations or the handling procedures of the Bank and the Financial Institutions Concerned.
- (4) The Bank's rules applicable to the SEPA Credit Transfer and other related terms and conditions 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.

10.4 The Bank shall exert its best efforts to execute Credit Transfer or to transmit Credit Transfer instructions without delay, if the instruction for the SEPA Credit Transfer Services is received by the Bank before the cutoff time set forth by the Bank.

10.5 The Customer acknowledges that Credit 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 Credit 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 SEPA Credit Transfer 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 SEPA Credit Transfer Services;
- (5) where the Bank observes that the instruction for the SEPA Credit Transfer Services may not be authorized by the Customer;
- (6) where the execution of Credit Transfer may be in conflict with applicable laws and regulations;
- (7) where the requirements provided for in the SEPA Credit Transfer Regulations are not satisfied;
- (8) where any event occurs which renders Credit Transfer difficult or impossible.

10.6 The Customer shall have no right to cancel or correct instructions for the SEPA Credit Transfer 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 Credit Transfer, an application shall be made as set forth by the Bank. The Customer acknowledges that cancellation and refund of Credit 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 Credit Transfer (concerning the routes and other matters).

10.7 The Customer shall bear the costs and expenses which may be incurred in relation to cancellation and refund of Credit Transfer (including those incurred where cancellation and refund are not executed). The Customer shall indemnify the Bank from any damages which may be incurred in relation to cancellation and refund of Credit Transfer (including those incurred where cancellation and refund are not executed). The Bank is hereby authorized to debit from the Accounts the amount to compensate for such costs, expenses and damages without any check or any withdrawal slip with its bank book.

11. SEPA Direct Debit Services

- 11.1 If the SEPA Direct Debit 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 "SEPA Direct Debit Services") of collecting funds from the account of the Debtor (as defined in the Rules, hereinafter the same) (the "Debtor Account") to the Account through SEPA Direct Debit (as defined in the Rules, hereinafter the same) ("Direct Debit") in accordance with the instructions of the Customer.
- 11.2 For the purpose of using the SEPA Direct Debit Services, the Customer or the Affiliated Companies shall procure from the Debtor a Mandate (as defined in the Rules, hereinafter the same) valid and necessary to execute the Direct Debit. The Customer and the Affiliated Companies hereby acknowledge that the SEPA Direct Debit Services may not be provided, if such Mandate is not procured. The Customer shall provide the Bank with information necessary to effect the SEPA Direct Debit Services (including the Mandate ID, etc.) (the "Mandate Information") as part of the Direct Debit instructions. The Customer agrees to indemnify the Bank against all losses and damages arising out of errors in the Mandate Information included in the instructions of the Customer.
- 11.3 In case where the Customer utilizes the SEPA Direct Debit 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 charges required for Direct Debit, without any check or any withdrawal slip with its bank book. The foregoing provisions shall apply with respect to the charges for the cancellation and correction of Direct Debit instructions made by the Customer to the Bank.
 - (2) Direct Debit 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 discretion, on the ways and means of executing Direct Debit (concerning the routes, the ways of transmission of instructions with the Financial Institutions Concerned, Clearing and Settlement Mechanism (as defined in the Rules, hereinafter "CSM") and other related matters). In executing Direct Debit, the Bank and the Financial Institutions Concerned may rely on the identifying account number (IBAN) or other numerical/alphabetical information included in the Customer's instruction. The Customer shall be responsible for the consistency between such information (including IBAN) and parties named and shall indemnify the Bank against any damages which the Bank may incur as a result of any inconsistency thereof.
 - (3) The Customer agrees that the SEPA Direct Debit Services shall be

provided in accordance with the Rules and other rules applicable to SEPA Direct Debit (the "SEPA Direct Debit Regulations"), the local customs and practices, laws and regulations or the handling procedures of the Bank and the Financial Institutions Concerned.

- (4) The Bank's rules applicable to the SEPA Direct Debit and other related terms and condition 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.
- (5) The Customer and Affiliated Companies (a) agree that the Bank may provide, for the purpose of Direct Debit, the information necessary to identify the Creditor (as defined in the Rules, hereinafter the same) of Direct Debit, including their names and addresses and the account number of the Accounts and (b) undertake to provide the information necessary to identify the Debtor, including the name, address and account number of the Debtor, if required by the competent authorities or other public bodies or pursuant to the treaties, laws, regulations, customs, practices or international regulations and agreements.

11.4 In case where the Customer utilizes the SEPA Direct Debit 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) Direct Debit relating to the Accounts maintained with Financial Institutions Concerned other than the Bank shall be executed by transmitting Direct Debit 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 Direct Debit instructions. In executing Direct Debit, the Bank and the Financial Institutions Concerned may rely on the identifying account number (IBAN) or other numerical/alphabetical information included in the Customer's instruction. The Customer shall be responsible for the consistency between such information (including IBAN) and parties named and 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 11.4 shall be limited to transmitting Direct Debit 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 Direct Debit by the Financial Institutions Concerned.
- (3) The Customer agrees that the SEPA Direct Debit Services shall be provided in accordance with the SEPA Direct Debit Regulations, the local customs and practices, laws and regulations or the handling procedures

of the Bank and the Financial Institutions Concerned.

- (4) The Bank's rules applicable to the SEPA Direct Debit and other related terms and conditions 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.

11.5 The Bank shall exert its best efforts to execute Direct Debit or to transmit Direct Debit instructions without delay, if the instruction for the SEPA Direct Debit Services is received by the Bank before the cutoff time set forth by the Bank.

11.6 The Customer acknowledges that Direct Debit may not be executed or may be refunded, whether or not a notice is given by the Bank, in any of the following cases:

- (1) where the funds available in Debtor Account are not sufficient for Direct Debit;
- (2) where there exists security interest created over, or attachment made against, the funds in Debtor Account and the disposition thereof is restricted or prohibited;
- (3) where the instruction for the SEPA Direct Debit 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 SEPA Direct Debit Services;
- (5) where the Bank observes that the instruction for the SEPA Direct Debit Services may not be authorized by the Customer;
- (6) where the execution of Direct Debit may be in conflict with applicable laws and regulations;
- (7) where there exist errors in the Mandate or discrepancy between the instruction of Direct Debit (including the Mandate Information) and the Mandate;
- (8) where the Pre-notification (as defined in the Rules) has not been duly effected by the Creditor to the Debtor, necessary for executing the Direct Debit;
- (9) where the Bank determines that the creditworthiness of the Customer or the Affiliated Companies, being the holder of the Account, is not satisfactory for the execution of Direct Debit;
- (10) where the Debtor refuses payment or requests refundment on a reasonable ground;

- (11) where the requirements provided for in the SEPA Direct Debit Regulations are not satisfied;
 - (12) where any event occurs which renders Direct Debit difficult or impossible.
- 11.7 The Customer shall have no right to cancel or correct instructions for the SEPA Direct Debit 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 reversal of any executed Direct Debit, an application shall be made as set forth by the Bank. The Customer acknowledges that cancellation and reversal of Direct Debit 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 reversal of Direct Debit (concerning the routes, the ways of transmission of instructions with the Financial Institutions Concerned, CSM and other related matters).
- 11.8 The Customer shall bear the costs and expenses which may be incurred in relation to cancellation and reversal of Direct Debit (including those incurred where cancellation and reversal are not executed). The Customer shall indemnify the Bank from any damages which may be incurred in relation to cancellation and reversal of Direct Debit (including those incurred where cancellation and reversal are not executed). The Bank is hereby authorized to debit from the Accounts the amount to compensate for such costs, expenses and damages without any check or any withdrawal slip with its bank book.

12. Notification

The Bank shall, in principle, continue to provide the SEPA Credit Transfer Services and/or the SEPA Direct Debit Services to the Customer to whom it provides such services even in the event of the Bank's corporate reorganisation; provided, however, that if corporate reorganisation 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.

13. Group Confidential Payment Services

- 13.1 If the Group Confidential 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 "Group Confidential Payment Services") of funds transfer ("Group Confidential Payment") between the Accounts and other accounts as registered by the Customer.
- 13.2 In case where the Customer utilizes the Group Confidential 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) required for a Group Confidential Payment, without any check or any withdrawal slip with its bank book. The foregoing provisions shall apply with respect to the charges for the cancellation and correction of the Group Confidential Payment instructions made by the Customer to the Bank.
- (2) Group Confidential Payment 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 discretion, on the ways and means of executing Group Confidential Payments (concerning the routes and the ways of Group Confidential Payment and transmission of instructions with the Financial Institutions Concerned and other matters). In executing a Group Confidential Payment and making payments in relation thereto, the Bank and the Financial Institutions Concerned may rely on the Bank Code and the Account No. or other numerical/alphabetical/kana letter information included in the Customer's instruction. The Customer shall be responsible for the consistency between the Bank Code and the Account No. or other numerical/alphabetical/kana letter information and parties named and shall indemnify the Bank against any damages which the Bank may incur as a result of any inconsistency thereof.
- (3) The Customer agrees that the Group Confidential 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.
- (4) The Bank's terms and conditions 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.
- (5) The Customer and Affiliated Companies (a) agree that the Bank may provide, for the purpose of Group Confidential Payment, the information necessary to identify the applicant of Group Confidential Payment, including their names and addresses and the account number of the Accounts and (b) undertake to provide the information necessary to identify the recipient of Group Confidential Payment, including the name, address and account number of the recipient, if required by the competent authorities or other public bodies or pursuant to the treaties, laws, regulations, customs, practices or international regulations and agreements.

13.3 In case where the Customer utilizes the Group Confidential 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) Group Confidential Payments from the Accounts maintained with Financial Institutions Concerned other than the Bank shall be executed by transmitting the Group Confidential Payment 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 the Group Confidential Payment instructions. In executing a Group Confidential Payment and making payments in relation thereto, the Bank and the Financial Institutions Concerned may rely on the Bank Code and the Account No. or other numerical/alphabetical/kana letter information included in the Customer's instruction. The Customer shall be responsible for the consistency between the Bank Code and the Account No. or other numerical/alphabetical/kana letter information and parties named and 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 13.3 shall be limited to transmitting Group Confidential Payment 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 Group Confidential Payments by the Financial Institutions Concerned.
- (3) The Customer agrees that the Group Confidential 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.
- (4) The Bank's terms and conditions 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.

13.4 The Bank shall exert its best efforts to execute Group Confidential Payments or to transmit Group Confidential Payment instructions without delay, if the instruction for the Group Confidential Payment Services is received by the Bank before the cutoff time set forth by the Bank.

13.5 The Customer acknowledges that a Group Confidential Payment 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 the Group Confidential Payment;
- (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 Group Confidential 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 Group Confidential Payment Services;
- (5) where the Bank observes that the instruction for the Group Confidential Payment Services may not be authorized by the Customer;
- (6) where the execution of the Group Confidential Payment may be in conflict with applicable laws and regulations;
- (7) where any event occurs which renders the Group Confidential Payment difficult or impossible.

13.6 The Customer shall have no right to cancel or correct instructions for the Group Confidential Payment Services, if such instruction has been accepted by the Bank. If the Customer requests for cancellation or correction of Group Confidential Payment Services instruction given by the Customer or for refund of any executed Group Confidential Payment, an application shall be made as set forth by the Bank. The Customer acknowledges that cancellation and refund of a Group Confidential Payment 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 a Group Confidential Payment (concerning the routes and other matters).

13.7 The Customer shall bear the costs and expenses which may be incurred in relation to cancellation and refund of a Group Confidential Payment (including those incurred where cancellation and refund are not executed). The Customer shall indemnify the Bank from any damages which may be incurred in relation to cancellation and refund of a Group Confidential Payment (including those incurred where cancellation and refund are not executed). The Bank is hereby authorized to debit from the Accounts the amount to compensate for such costs, expenses and damages without any check or any withdrawal slip with its bank book.

13.8 In addition to the provisions of this Clause 13, the provisions of Clause 6 shall be applied *mutatis mutandis* to the Group Confidential Payments (provided that "Payment Services" of Clause 6.1 shall read as "Group Confidential Payment Services").

14. Cash Forecasting Services

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.

15. File Encryption Services

- 15.1 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").
- 15.2 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.
- 15.3 As long as the Bank has conducted decryption pursuant to Clause 15.1 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.

- 15.4 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.
- 15.5 The Customer shall, on its responsibility, manage the key used for encryption.
- 15.6 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.

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