

[] BASIC AGREEMENT

THIS AGREEMENT is dated _____ and made between _____ (the "Customer") and MUFG Bank, Ltd. (the "Bank") in relation to the Services (as defined below) utilized by the Customer. The Customer shall, upon the Customer's execution of this Agreement use the Services. The Bank shall provide the Services to the Customer. The Services shall be provided through the System.

1. Definitions

In this Agreement, the following terms have the following respective meanings:

"Consent" means the Consent to Comsuite Market Manager which Customers and Related Clients may submit to the Bank in relation to the Services.

"Related Client" means a subsidiary, parent company or other affiliated company of the Customer included on **Exhibit A** hereto, for whom the Customer may request access to the Services;

"Services" means the document distribution services provided by the Bank to the Customer through the Bank's web portal; and

"System" means the Bank's web portal through which the Customer or Related Client must access the Services.

2. Term. This Agreement shall remain in effect commencing on the date hereof; provided however, that if any event occurs that makes it impossible for the Bank to provide the Services as determined by the Bank in its sole discretion or if the Customer decides to revert to the original delivery method (e.g., by email), either the Customer or the Bank may terminate this Agreement by fifteen (15) days prior notice.

3. Access to the System. Access to the System shall be made by using (a) the Customer ID, (b) User IDs and passwords and (c) one time passwords ((a), (b) and (c) together referred to as the "Access Codes"). In any case where the Bank is unable to confirm validity of the Access Codes, the Bank shall reject access to the System. In any case where the Bank confirms validity of the Access Codes, the Bank may regard such access to the System as being made by a duly authorized person and shall effect the instructions given thereby.

3.1 The Customer shall bear responsibility to keep the Access Code and the tokens (the "OTP Tokens") for one time passwords confidential and secure.

3.2 Upon termination of this Agreement, the Bank shall immediately terminate access to the System, and the Customer shall destroy the OTP Tokens or take any other steps necessary to prevent unauthorized access to the system; including promptly returning to the Bank the OTP Tokens, if so requested by the Bank.

- 3.3** If any OTP Token is stolen, lost or improperly used or fails to function properly or if the Access Code is divulged or otherwise disclosed to a third party, the Customer shall immediately notify the Bank thereof. If the Customer becomes aware of a breach of the System or other unauthorized access to the Services, the Customer shall immediately notify the Bank thereof.
- 4. Communication Networks.** The Customer acknowledges that the Services are dependent on and provided through communication networks (including the Internet), and the Customer confirms that the Customer understands the risks involved in such communication networks and is satisfied with the security measures taken by the Bank and itself against such risks and agrees that such measures are commercially reasonable. The Customer shall bear responsibility for making the necessary arrangements to connect with the System through the communications network.
- 4.1** The Bank emails account statements via password protected ZIP files. If the Customer cannot receive password protected ZIP files due to technological limitations, the Customer shall immediately notify the Bank and consent to receive statements without password protection. Electing to receive a non-password protected .pdf file will not be as secure as receiving a password protected ZIP file. As a result, the Customer shall bear responsibility for any information leakage. The Bank is not responsible for any information leaked as a result of sending a non-password protected file. In no event shall the Bank be liable for any direct, indirect, consequential, or incidental information leakage. A password protected ZIP file is the recommended option.
- 5. Confidentiality.** The Bank may disclose this Agreement and other related documents including disclosures and announcements made through the Services to the competent authorities, courts, other governmental bodies, the Related Clients, and any regulator or self-regulatory organization having authority over the Bank, upon request or pursuant to applicable laws and regulations.
- 5.1** In the event the Bank subcontracts services related to one time passwords to a third party, the Bank may and to the extent necessary therefor, provide such subcontractor with information relating to the Customer which shall include Customer's name and address and such subcontractor shall be obligated to keep such information confidential.
- 6. Laws and Regulations.** The term "laws and regulations" used in this Agreement shall mean laws and regulations of all relevant countries concerned.
- 7. Changes to Services.** The Bank may from time to time make changes to the Services and will notify the Customer of such changes. Notification of such changes may be made by email or by posting on the web site of the Bank.

- 8. Implementation of the Services.** Upon implementation of the Services, the Customer shall be able to view, search and download the documents which are uploaded by the Bank. The uploaded documents shall be retained in accordance with the retention period required by applicable law. Notwithstanding the foregoing, the only documents issued on or after April 24, 2017 shall be available through the System.
- 8.1** With respect to the Services and the disclosures, announcements, account statements, confirmations and other information provided as part of the Services, Customer hereby consents to electronic delivery of such disclosures, announcements, account statements, confirmations and other information.
- 8.2** The Customer shall, from time to time on a regular basis, review the disclosures received through the Services relating to its transactions and shall immediately notify the Bank of any irregularities therein.
- 8.3** The initial documents offered through the system include: (i) posting or emailing of daily marks relating to swaps required to be provided to the Customer or the Related Clients by the Bank under the rules of the U.S. Commodity Futures Trading Commission (“CFTC”) including 17 CFR Section 23.431 or other applicable laws and regulations, (ii) posting or emailing disclosure of information related to Portfolio Reconciliation required by the CFTC under 17 CFR Section 23.502 and related rules, (iii) posting or emailing disclosure of information related to Portfolio Reconciliation required under the EU Regulation on OTC Derivatives, Central Counterparties and Trade Repositories (“EMIR” or “European Market Infrastructure Regulation”), and (iv) posting or emailing market reports (FX).
- 8.4** The Bank may from time to time add more documents to the ones offered initially through the system which may include but are not limited to posting or email delivery of documents relating to swap, security-based swap and FX transactions including (i) confirmations, (ii) final fixing notices, (iii) payment verifications, (iv) rate reset notices, (v) exercise notices, (vi) CSA margin calls, (vii) initial margin segregation, (viii), front confirmation, (ix) mid-market prices, (x) market reports for derivatives. The additional documents shall be subject to the provisions of this Agreement.
- 8.5** The Bank shall set the hours of operation for the Services, the maintenance schedules and other downtime for the Services via the web portal or by email. Notwithstanding the foregoing, the Bank may suspend services or limit availability of the services in its sole discretion if the Bank determines that such suspension is necessary for the purposes of maintenance or other purposes in order to maintain or ensure the integrity of the Services.
- 9. Administrators and Users.** Customer shall notify the Bank of the identity of its administrators (each an “Administrator”) who will use the Access Code (including OTP Tokens) on behalf of the Customer and also Customer shall notify the Bank of the identity of its administrators (each an “Administrator”) who will use the Access Code (including OTP Tokens) on behalf of the

Customer.

- 9.1** The Customer shall immediately notify the Bank of any change to the Administrators or the Users. The Bank may deem the Administrators and Users unchanged until the Bank receives notification and completes the procedure for such change.
- 10. Limitation of Liabilities.** The Bank shall not be liable to Customer or the Related Clients except for direct damages attributable to gross negligence or willful misconduct of the Bank. The Bank shall not be liable for any incidental, special or consequential losses, liabilities, damages, costs, etc. incurred by the Customer or Related Clients in connection with the Services provided hereunder.
- 11. Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of New York.

(Company Name)

By: _____

Title:

MUFG Bank, Ltd.

By: _____

Title:

Exhibit A