TERMS AND CONDITIONS

COMSUITE TRADE MANAGER

MUFG Bank, Ltd.

[_____] (hereinafter referred to as the "**Customer**") and [MUFG Bank, Ltd., _____ branch] (hereinafter referred to as the "**Bank**") agree that, with respect to certain services to be provided by the Bank utilizing COMSUITE Trade Manager to the Customer, the Customer and the Bank will abide by the terms and conditions set out below (the "**TM Conditions**").

1.   **Definitions**

In the TM Conditions, the following terms have the following respective meanings:

"**Agreement**" means the agreement made and entered into by and between the Customer and the Bank under the TM Conditions;

"**Commencement Date**" means the date on which the Bank accepts TM Application submitted by the Customer and the Bank is ready to provide the Services;

"**Financial Institution Concerned**" means each of the financial institutions (other than the Bank) involved in the provision of the Services;

"**Malfunction**" as used herein means any discrepancy between the functions actually performed and those specified in the Manual;

"**Manual**" means the manual and other documents relating to the Software and the System;

"**Services**" has the meaning set forth in Clause 3.1;

"**Software**" means the software (including supplementary tools, the Manual and other related documents and information) for the exclusive use of the Services;

"**System**" means the Bank's computer system for the exclusive use of the Services; and

"**TM Application**" means the Trade Manager Application for Service Setup which the Customer submits to the Bank in relation to the Services and Software (including an application for addition, change and deletion to the registration);

"**Trade Manager**" or "**COMSUITE Trade Manager**" means the Bank's proprietary service name of the services under which the Bank provides the Services.

2.   **Purposes and Effects**

2.1   The Customer and the Bank hereby agree that the Customer and the Bank may (i) send applications and other documents for trade transactions and (ii) give notification or provide information in relation to trade transactions through the System.

3.   **Software License and Services**

3.1   The services to be provided by the Bank to the Customer under the TM Conditions (the "**Services**") are comprised of granting a non-exclusive and non-transferable right to use the Software and making available the System to the Customer to enable the Customer, via the Internet, to:

(i)   register the information concerning application for trade transactions; and/or

(ii)   send or receive information, notices, documents and materials relating to trade transactions.

3.2   Each communication (including, without limitation, sending or uploading files of the relevant documents or materials, hereinafter the same) or instruction made or given through the Services by the Customer and/or the Bank shall be deemed received by or given to the recipient at the time when such a communication or instruction becomes accessible by the recipient on the System. For the avoidance of doubt, a communication or instruction from the Bank that has been made available on the System shall be deemed received by or given to the Customer even where the Customer is not able to access the System due to any reason attributable to the Customer's system or the communication networks (including the Internet) between the System or the Customer's system, or to the network service providers that provide the Customer with the access to the System.

3.3   In case where there is any inconsistency or discrepancy between any communication or instruction from the Customer through the System and that from the Customer with any other means of communication (including, without limitation, over the telephone, by e-mail or physical delivery of documents), the former shall prevail.   The Bank shall not be liable for any losses, damages or expenses incurred by the Customer due to the Bank's action or omission to act based on the communication or instruction made or given through the System pursuant to the TM Conditions.

4.   **Software**

4.1   The Customer may use the Software solely in such location, with the equipment and in the

environment as the Bank has approved in advance.

4.2   The Customer shall comply with the instructions given in the Manual in the use of the Software and the System.

4.3   The Customer acknowledges and agrees that the System and the Software is designed for customers in general and that it may not serve a specific need of any particular customer.

4.4   The Customer shall immediately notify the Bank of any Malfunction in the Software or the System. The Bank shall make commercially reasonable efforts to rectify such Malfunction; provided that the Bank shall have no obligation to rectify the following Malfunctions:

(1)   Malfunctions caused by the use of the Software or the System other than in the manner provided herein or in the Manual or otherwise designated by the Bank;

(2)   Malfunctions caused by the use of the Software or the System by any person(s) other than those designated by the Customer pursuant to Clause 24; and

(3)   Malfunctions not immediately reported to the Bank by the Customer after becoming aware of them.

The Bank shall in no case be liable for any damages caused by any Malfunctions in the Software or the System, except in the case of gross negligence or willful misconduct of the Bank.

4.5   The Bank may, at its sole discretion, from time to time make changes to the Software, the System and the Services. The Bank shall notify the Customer of such changes to the extent that such changes will materially affect the Customer utilising the Services; provided that the Bank is not required to do so if such changes are announced on its web site.

5.   Prohibition

The Customer shall not:

(1)   grant the right to use, assign, sell, buy, or lease the Software to any third party, or create security interest over the Software for the benefit of any third party;

(2)   copy, change, translate, adapt, analyse, reverse-engineer, disassemble, decompile or develop its application software or do any similar acts with respect to the Software;

(3)   use the Software other than in the manner provided herein, in the Manual or otherwise designated by the Bank; or

(4)   use the Software other than for the purposes of utilising the Services.

6.   **Fees and Costs**

6.1   The Customer shall pay fees for the Services in accordance with the fee schedule which the Bank may set forth from time to time. Fees for the use of the Services shall be calculated from the Commencement Date.

6.2   The Customer shall pay all costs for services provided by the Bank and Financial Institution Concerned in relation to the Services.

6.3   The Bank is hereby authorised to debit the account to be designated by the Customer with the amount of the fees and costs referred to in Clauses 6.1 and 6.2 on their due dates without presenting any check or any withdrawal slip with its bank book. In the event that the Bank is unable to debit the amount from such account, the Bank may, upon notice to the Customer, demand the payment of such fees and costs, together with default interest to be determined by the Bank.

6.4   If any deduction or withholding is made by any tax authorities of any country from the fees and costs or any other sums payable hereunder, the Customer shall pay such additional amounts as may be necessary to ensure that the Bank receives an amount equal to the amount which it would have received if such deduction or withholding had not been made.

6.5   The Bank shall notify the Customer of the amounts of fees and costs (and the break down thereof) to be debited from an account of the Customer, in advance or immediately afterwards, in accordance with Clause 6 and other provisions of the TM Conditions.

7.   **Taxes and Public Charges**

The Customer shall pay all taxes and public charges which may be levied in relation to the Agreement and the Services.

8.   **Term**

The term of the Agreement shall be one (1) year commencing on the Commencement Date. The

Agreement shall be renewed automatically for a period of one (1) year, unless a written notice is given by the Bank or the Customer to the other party of its intention to terminate the Agreement not later than thirty (30) days prior to the expiration date of the Agreement.   The same shall apply thereafter.

9.   Termination

9.1   The Customer or the Bank may terminate the Agreement by giving not less than thirty (30) days prior written notice to the other party.

9.2   The Agreement shall terminate automatically without notice or other act of the Bank if any of the following events occur with respect to the Customer:

(1)   the Customer being insolvent or unable to pay its debts generally, or an application or petition being made against or by the Customer for commencement of winding up or bankruptcy proceedings, commencement of civil rehabilitation proceedings, commencement of corporate reorganization proceedings or commencement of special liquidation;

(2)   any clearing house taking measures against the Customer for suspension of transactions with banks and similar institutions;

(3)   an administrator, receiver or other similar official being appointed with respect to the Customer or its properties;

(4)   any event having an effect analogous to any of the foregoing in any jurisdiction; and

(5)   the whereabouts of the Customer becoming unknown and a notice of the Bank not being received by the Customer at the last place designated by the Customer.

9.3   The Bank may terminate the Agreement immediately by giving notice to the Customer, if any of the following events occurs with respect to the Customer:

(1)   an order of provisional attachment, preservative attachment or attachment being made or a notice thereof being dispatched with respect to a monetary claim of the Customer on the Bank or any other financial institution;

(2)   an attachment being made against the Customer with respect to unpaid taxes or other public charges;

(3)　　any event having an effect analogous to any of the foregoing in any jurisdiction;

(4)　　a breach of any provision of the TM Conditions;

(5)　　the Services not being utilized for a period of one (1) year after the day on which the Services were made available to the Customer or lastly utilized by the Customer; and

(6)　　closure of all accounts which the Customer holds at the Bank or other circumstance arising in which the Bank may not provide the Services.

9.4　　The termination of this Agreement under Clauses 9.1, 9.2 and 9.3 shall not affect the rights or obligations of either the Customer or the Bank held against or owed to the other party which have arisen prior to the date of such termination.

9.5　　The Agreement shall terminate automatically without notice or other act of the Bank or the Customer, or if any of the COMSUITE Irrevocable Documentary Credit & Bank Guarantee Side Letter, General Banking Agreement, General Agreement for Credit Transactions, or the Foreign Exchange Transaction Agreement are terminated for any reason.

9.6　　On or after the termination of the Agreement, the Bank shall have no obligation to effect the instructions given by the Customer through the System; provided that the acts which the Bank has done without the knowledge of the termination of the Agreement shall be deemed to be valid and effective.

9.7　　Upon termination of the Agreement, the Customer shall, without delay and on its responsibility, destroy, delete or purge the Software, the documents and other materials delivered by the Bank to the Customer in relation thereto or take any other steps necessary to comply with the provisions in Clause 19; provided that the Customer shall promptly return to the Bank the Software, the documents and materials referred to above, if so requested by the Bank.

10.　　Access to the System

10.1　　Access to the System shall be made by using the combination of customer ID, user IDs, passwords and one time password (collectively referred to as the "**Access Code**").　In case where the Bank is unable to confirm the identity of the Access Code, the Bank may reject access to the System.

10.2　　In case where the Bank confirms the identity of the Access Code, the Bank may regard such access

to the System as being made by a duly authorized person and may effect the instructions given thereby. As long as the identity of the Access Code is confirmed, the Bank shall in no case be liable, even if instructions and access to the System are not authorized.

10.3   The Customer shall on its responsibility keep under control the Access Code and the tokens for one time passwords (the "**OTP Tokens**").

10.4   Upon termination of the Agreement, the Customer shall at the request of the Bank and on its responsibility, destroy the OTP Tokens or take any other steps necessary to comply with the provisions in Clause 19; provided that the Customer shall promptly return to the Bank the OTP Tokens, if so requested by the Bank. The Bank shall not be held liable to any damages which the Customer may suffer as a result of failure or delay in taking such steps.

10.5   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.

11.   Communication Networks

11.1   The Customer acknowledges and agrees that the Services are provided through the communication networks (including the Internet) and confirms that the Customer understands the risks involved in such communication networks and is satisfied with the security measures taken by the Bank against such risks.

11.2   The Customer shall on its own responsibility make the necessary arrangements for the communication networks necessary to connect with the System and shall indemnify the Bank against any fees, costs or damages which the Bank may incur as a result of any act or omission to act of, or any event attributable to, the Customer relating to the Customer's use of the communication networks. The Customer shall comply with the conditions of the use and the instructions given by the network service providers in relation to the use of the communication networks and shall forthwith pay fees and other charges and pay for other claims upon demand by the network service providers.

12.   Maintenance and Suspension

12.1   The Bank shall provide such maintenance services as the Bank may deem necessary for the System.

12.2   The Bank may at any time suspend the System temporarily, if required for the maintenance services for the System.

12.3   If there occurs unlawful interference by a third party with the System or any other event which causes failure of the System (except for an event attributed to the gross negligence or willful misconduct of the Bank), the Bank may suspend the System temporarily.

13.   Intellectual Property Rights

13.1   All copyrights, patents, utility models, designs, trademarks and other intellectual property rights ("**Intellectual Property Rights**") relating to the Software shall remain as the property of the Bank and shall not be assigned or transferred to the Customer by virtue of the Agreement or the Services.

13.2   To the best of the Bank's knowledge, the Bank confirms as of the Commencement Date that the Software does not infringe any third parties' Intellectual Property Rights.

14.   Infringement

The Customer shall forthwith notify the Bank of any action, injunction, claim for damages or other claim which is or may be made by a third party asserting that the Software infringes such third party's Intellectual Property Rights. The Bank shall exert its best efforts to resolve such dispute. The Customer shall comply with the instructions of the Bank and cooperate with the Bank in such dispute with a third party.

15.   Exclusion of Liabilities

15.1   The Bank shall not be liable to the Customer for the following damages:

(1)   damages caused by natural disaster, incident, disturbance, war, restriction by applicable laws and regulations, measures imposed by a government, courts or other public organizations or other unavoidable occurrences (including those events relating to the equipment and facilities for the Services situated in any countries);

(2)   damages caused by error, failure, delay in transmission of data, messages or information, or breakdown, error, malfunction, mutilation, suspension (including such suspension as set forth in Clause 12), inaccuracy or omission of, or resulting from, terminals, public communication networks, the Internet or other communication networks or computers

(including hardware and software other than the Software);

(3) damages caused by the compliance of any Financial Institution Concerned with laws and regulations or customs and practices of the country in which it is located or its internal rules, or damages caused for reasons attributable to any Financial Institution Concerned;

(4) damages caused by the Bank's compliance with applicable laws, regulations, customs and practices or its internal rules;

(5) damages caused by instructions to the Bank which are not duly authorized by the Customer;

(6) damages caused by the Bank's non-fulfillment of instructions in cases where the Bank does not have any obligations to effect such instructions given by the Customer, including cases where the Bank may delay effecting such instructions in accordance with the provisions of the TM Conditions;

(7) damages caused by divulgence of information or failure, error, delay, inaccuracy, omission or alteration in transmission of information or other similar incidents due to unlawful interference or wiretapping by a third party with terminals, communication networks and computers;

(8) damages caused by divulgence of the security information (including the Access Code) or theft, unauthorized use, loss or malfunction of, or illegal use by a third party of, the OTP Tokens or any other similar incidents;

(9) damages caused by the use of the Services other than in the manner provided for herein or designated by the Bank;

(10) any incidental, special or consequential losses, liabilities, damages or costs incurred by the Customer, or any third party other than the Customer, in relation to, or resulting from the usage of, the Services;

(11) losses, liabilities, damages or costs incurred by the Customer resulting from any non-conclusion or conclusion of transaction due to malfunctions, defects or the like of the Services; or

(12) damages caused by force majeure or for reasons other than willful misconduct or gross negligence of the Bank.

15.2   If an event occurs for which the Bank is responsible in relation to the implementation of the Services, the Customer shall notify the Bank thereof immediately after becoming aware of it. The Bank shall not be liable with respect to such event if the Customer fails to notify the Bank immediately upon the occurrence of such event or the Bank has not received such notice from the Customer within thirty (30) days after the occurrence of such event.

16.   Indemnity

The Customer shall indemnify the Bank against the following damages, costs and expenses (including legal fees) which the Bank may incur:

(1)   damages, costs and expenses attributable to any act (including the use of the Software) or omission to act of the Customer and damages, costs and expenses caused for reasons attributable to the Customer;

(2)   costs and expenses incurred in relation to the execution of the Agreement (including stamp duties);

(3)   costs and expenses incurred in relation to the exercise and enforcement of the rights under the Agreement; and

(4)   damages, costs and expenses incurred by infringement of a third party's intellectual property rights due to any changes made by the Customer to the Software.

17.   Compliance with Laws and Regulations

17.1   The Customer shall, on its own responsibility, comply with all applicable laws and regulations and including but not limited to any applicable trade or economic sanction and/or any anti money laundering or counterterrorism financing law or regulation sanctions and Anti Money Laundering (AML) requirements and shall take all necessary actions to procure necessary registrations and approvals or otherwise.

17.2   The Bank is not obliged to perform any Services and may refuse to do so where the Bank considers there may be a breach or a potential breach of any applicable trade or economic sanction and/or any anti money laundering or counterterrorism financing law or regulation.

17.3   The Agreement shall immediately cease to be effective, if the Agreement is in violation of the laws

and regulations.

18. Confidentiality

18.1 The parties hereto shall keep confidential all information disclosed by the other party and other information made known to such party in relation to the Agreement and shall not use such information other than for purposes of the Agreement. Neither party shall disclose, or allow to be disclosed, to any third parties such information and other information relating to the Agreement.

18.2 Notwithstanding the provisions in Clause 19.1, the Bank may disclose the Agreement and other related documents to the competent authorities, courts or other governmental bodies, the head office or branches of the bank holding the account of Customer, Financial Institution Concerned or affiliated companies, upon request or pursuant to applicable laws and regulations.

18.3 Notwithstanding the provisions in Clause 19.1, the Bank may provide its parent company, subsidiaries and any other affiliates with any information relating to the Customer and affiliated companies of the Customer, if the Bank deems necessary or appropriate for the implementation of the Services.

18.4 In case where the Bank contracts with third party certification authorities, the Bank may, notwithstanding the provisions in Clause19.1 and to the extent necessary therefor, provide to such certification authorities any information relating to the Customer; provided that such certification authorities are under confidentiality obligations with respect to such information.

18.5 The obligations of each party under Clause 19.1 shall survive the termination of the Agreement.

19. Severability

If any provisions of the TM Conditions become unenforceable due to interpretation, application or administration of the laws or regulations, the other provisions shall, to the extent possible, continue to be in full force and effect.

20. Assignment

The Customer shall not assign or lease to a third party or create any security interest in favor of a third party over the rights and obligations under the Agreement.

21. Laws and Regulations

The terms "laws and regulations" and "taxes and public charges" used in the TM Conditions shall mean laws and regulations and taxes and public charges of all countries concerned.

22. Implementation of the Services

22.1 The Customer hereby requests the Bank to provide the Services in accordance with the instructions to be given by the Customer through the System and the Bank agrees to provide the Services in accordance therewith.

22.2 The Customer shall not nullify, cancel or amend its instructions given for the Services due to misunderstanding or otherwise.

22.3 In the case of any discrepancy between the instructions for the Services alleged to be given by the Customer and the electromagnetic records thereof kept by the Bank, the latter shall prevail.

22.4 The Customer shall from time to time review the transactions made through the Services and shall immediately notify the Bank of any irregularities therein.

23. Administrators and Users

23.1 Pursuant to the procedure set forth by the Bank, the Customer shall register with the Bank administrators (each an "**Administrator**") who use the Access Code (including OTP Tokens) and supervise users (each a "**User**") on behalf of the Customer.

23.2 Pursuant to the procedure set forth by the Bank, the Customer shall register with the Bank Users who use the Access Code (including OTP Tokens) on behalf of the Customer.   The Bank may, if necessary, disclose to the Users any information relating to the Services which the Bank has disclosed to the Administrators.

23.3 Neither Administrators nor Users shall use the Access Code (including OTP Tokens) jointly with others, or lend or transfer the same to others.

23.4 The Customer shall be responsible for the appointment of, and supervision over, the Administrators and the Users and shall take appropriate measures to prevent unauthorized access to the System by a person other than the Administrators and the Users.

23.5   Pursuant to the procedure set forth by the Bank, the Customer shall immediately notify the Bank of any change to the Administrators, the Users and the registration relating thereto.   The Bank may deem the registration relating thereto as unchanged until the Bank completes the procedure for such change.   The Bank shall not be liable to the Customer for any damages caused by such changes, save in the case of gross negligence or willful misconduct of the Bank. The Users registered before the change of an Administrator shall not be affected by the change of such Administrator.

24.   Personal Information

24.1   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 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 pursuant to applicable Japanese law including, without limitation, the Act on Prevention of Transfer of Criminal Proceeds (Act No. 22, 2007, as amended) or any corresponding laws and regulations in other jurisdictions and the qualification for the Services;

   (3)   to conduct 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;

   (6)   other than the foregoing, to facilitate the transactions with the Customer; and

   (7)   otherwise in accordance with the Bank's Privacy Policy.

24.2   If and when the Customer provides personal information of a person to the Bank, the Customer shall procure the prior written consent of such person.

24.3   The Bank may regard personal information of a person provided to the Bank as being consented to by such person.

25.   Amendments or Changes to the TM Conditions

The Bank may from time to time make amendments or changes to the TM Conditions.   The Bank shall notify the Customer of such amendments or changes to the extent that such amendments or changes will affect the Customer utilizing the Services; provided that the Bank is not required to do so if such amendments or changes are announced on its web site.   The Bank shall in no case be liable for any damages caused due to any amendments or changes to the TM Conditions.

26.   Additional Services

26.1   The Bank may from time to time incorporate additional services ("**Additional Services**") into the Services to be provided through the System.   The Additional Services shall, subject to the provisions of Clause 27.2, constitute a part of the Services and are subject to the provisions of the Agreement.

26.2   If the Customer registers any Additional Services by submitting an Application to the Bank, the Bank shall, subject to the Bank's acceptance, provide such Additional Services to the Customer.

26.3   The provisions in Clause 26 shall apply with respect to any additions or changes to the TM Conditions to be made in relation to the Additional Services

27.   Application and Application Mutatis Mutandis of Related Provisions

27.1   If there are any matters not provided in this Agreement, provisions of any other agreements between Customer and Bank, irrespective of the title of such agreements, shall apply or apply *mutatis mutandis* to such matters.   Furthermore, such matters shall be handled pursuant to the laws, regulations, customs and practices of   New South Wales and any other concerned countries and pursuant to procedures set forth by the Bank.

28.   Governing Law and Jurisdiction

28.1   The TM Conditions and the Agreement shall be governed by, and construed in accordance with the laws of New South Wales.

28.2   The Courts of New South Wales shall be the court of agreed exclusive first jurisdiction over any

dispute arising out of or in connection with the TM Conditions or the Agreement.

End.