

## **GCMS Plus Terms and Conditions**

In addition to the provisions of the GCMS Plus Basic Agreement (the “Basic Agreement”) with respect to the Services (as defined therein), the terms and conditions set forth below (these “Terms and Conditions”) shall be applied to such Services that are provided to the Customer by MUFG Bank, Ltd., Canada Branch (the “Bank”) in accordance with these Terms and Conditions. Unless otherwise defined under these Terms and Conditions, the terms defined in the Basic Agreement have the same respective meaning when used herein.

Please note that the Services involving a deposit account held with the Bank (an “Account”) will be provided and that such Account will be subject to a banking agreement which governs the Account, as may be amended and supplemented from time to time in accordance with its terms (each a “Master Banking Agreement”). For the avoidance of doubt, the Master Banking Agreement shall apply as it relates to the operation of the Account(s) [maintained at the Bank]. If and to the extent that there is a conflict between the Basic Agreement and the Master Banking Agreement with respect to the Services, the Basic Agreement shall prevail. In the event of any conflict between these Terms and Conditions and the Basic Agreement with respect to the Services, these Terms and Conditions shall prevail. The Master Banking Agreement shall continue to prevail with respect to any matter not related to the Services.

### **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 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), the Customer expressly acknowledges that the following provisions shall apply:

- (1) The following conditions shall 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) is required to be registered for Pooling Interest Statement Services that are subject to the terms of the Basic Agreement with the Bank.
  - (b) In the case where an entity that is neither a Header Company nor Participating Company selects the Pooling Interest Statement Services in the Application as a Customer, a Header Company is required to be registered for Pooling Interest Statement Services that are subject to the terms of the Basic Agreement with the bank.
- (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.
- (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 and do not reflect actual deposit account interest earned which shall be determined in accordance with the Master Banking Agreement; (b) it utilizes the figures and other descriptions in the Pooling Interest Statement at its own responsibility; and (c) 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.

## **2. Payment Services**

2.1 If the Payment 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 "Payment Services") of money transfer/other methods of fund transfer ("Money Transfer") between the Accounts and such other accounts duly registered by the Customer.

2.2 In case where the Customer utilizes the Payment Services with respect to the Accounts which the Customer or any Affiliated Company maintains 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 to effectuate each Money Transfer received. The foregoing provisions shall apply with respect to the charges and other fees associated with the cancellation and correction of a Money Transfer instructions received through the Application.
- (2) Each Money Transfer may be executed through the head office and branches of the Bank. The Bank is hereby authorized to decide, at its reasonable discretion, on the ways and means of executing each Money Transfer (concerning the routes and the ways of Money Transfer and transmission of instructions and other matters). In executing a Money Transfer and making associated payments in relation thereto, the Bank may rely on the identifying Bank Code, account number or other numerical/alphabetical/kana letter information included in the Customer's instruction. Unless caused by the gross negligence or willful misconduct of the Bank, (i) the Bank shall not be responsible for damages caused to the Customer by the inconsistency between such identifying information and parties named, and (ii) the Customer shall indemnify the Bank against any damages which the Bank may incur as a result of any inconsistency thereof.
- (3) The Customer agrees that the Payment Services in accordance with the local customs and practices, laws and regulations or the handling procedures of the Bank and the Financial Institutions Concerned. In case where Money Transfer is executed in a currency other than the currency of the place where the beneficiary is situated, the Customer agrees that the currency and the exchange rate applicable to the payment to the beneficiary shall be determined by the Bank or the Financial Institutions

Concerned in accordance with the local customs and practices, laws and regulations or the handling procedures of the Bank and the Financial Institutions Concerned..

2.3 In case where the Customer utilizes the Payment Services with respect to the Accounts which the Customer or any Affiliated Company maintains with a Financial Institutions Concerned, the following provisions shall apply:

- (1) Each 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 determined, in its sole discretion, the ways and means of transmitting Money Transfer instructions. In executing a Money Transfer and making associated payments in relation thereto, the Bank and the Financial Institutions Concerned may rely on the identifying Bank Code, account number or other numerical/alphabetical/kana letter information included in the Customer's instruction. Unless caused by the gross negligence or willful misconduct of the Bank, the Bank shall not be responsible for the inconsistency between such identifying information and parties named, and the Customer shall indemnify the Bank against any damages which the Bank may incur as a result of any inconsistency thereof.
- (2) The scope of 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. For the avoidance of doubt, the Bank shall in no case be liable in relation to the execution of Money Transfer by the Financial Institutions Concerned.
- (3) The Customer agrees that the Payment Services of Money Transfer shall be executed in accordance with the local customs and practices, laws and regulations or the handling procedures of the Bank and the Financial Institutions Concerned. In case where Money Transfer is executed in a currency other than the currency of the place where the beneficiary is situated, the Customer agrees that the currency and the exchange rate applicable to the payment to the beneficiary shall be determined by the Bank or the Financial Institutions Concerned in accordance with the local customs and practices, laws and regulations or the handling procedures of the Bank and the Financial Institutions Concerned.

2.4 The Bank shall exert its best efforts to execute a Money Transfer or to transmit Money Transfer instructions without delay, if the instruction for the Payment Services is duly received by the Bank before the applicable cut-off time set forth by the Bank and otherwise in accordance with the requirements of the Application

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

- (1) where the funds available in the Account are not sufficient for the 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 instructions received under the Payment Services do not satisfy the conditions set forth by the Bank or the requirements of the Application (including where there exists ambiguity, contradiction, omission or other defect in such instruction and where there is a reasonable doubt regarding whether the Money Transfer instructions have been duly authorized).

2.6 The Customer shall have no right to cancel or correct Money Transfer instructions once initiated within the Application. If the Customer becomes aware of any grounds which require a cancellation or correction of a Money Transfer instruction, the Customer shall request the Bank to effectuate said cancellation or correction as soon as practically possible. Although the Bank may attempt to act on a correction or cancellation request of the Customer (e.g., if it is received in a time and manner that permits us to do so), the Bank assume no responsibility for failing or refusing to do so, even if it could have affected the change or cancellation. The Customer acknowledges that cancellation and refund of Money Transfer may not be effectuated 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. Where a correction or cancellation is possible and a request for cancellation or correction is effectuated, the Bank is hereby authorized to decide, at its sole discretion, on the ways and means of the correction, cancellation and any associated refund of payments relating to a Money Transfer (including with respect to 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 a correction, cancellation and any associated refund of payments relating to a Money Transfer (including those incurred where the correction, cancellation and any associated refund are not executed). The Customer shall indemnify the Bank from any damages to the Bank which may be incurred in relation to cancellation and refund of Money Transfer (including those incurred where cancellation and refund are not executed). The Bank shall not be responsible for indemnifying the Customer for such damages. The Bank is hereby authorized to debit from the Accounts the amount to compensate for such costs, expenses and damages without any check or any withdrawal slip with its bank book.

2.8 The Bank shall, in principle, continue to provide the Payment Services to the Customer to whom it provides such services even in the event of the Bank's corporate 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.

### **3. Beneficiary Advice Services**

- 3.1 If the Beneficiary Advice Services are 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 (collectively, the "Beneficiary Advice Services").
- 3.2 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 an 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.

The Bank shall not use the Recipient E-mail Address other than for the purpose of sending the Payment Advice E-mail, as well as with respect to other matters relating to the Account and the Services.

- 3.3 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, in its sole discretion, suspend the Beneficiary Advice Services as a whole, if the request to such effect is repeated.
- 3.4 It is the sole responsibility of the Customer to ensure that the each e-mail address it provides to the Bank for use with respect to the Beneficiary Advice Services are accurate, complete and current, at all times. 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 the Bank is under no obligation to otherwise verify the identity of the recipients or the validity of the Recipient E-mail Address.
  - (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) and the Customer assumes any and all such associated risks, 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 relating to the inaccuracy or incompleteness 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, for any reason whatsoever, 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.

#### **4. Personal Information**

In addition to the provisions of the Master Banking Agreement, 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 which may be conducted 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.

4.2 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, and provide to the Bank upon the request of the Bank.

4.3 The Bank may regard personal information provided to the Bank by the Customer as being delivered with the consent of each person covered thereunder.

## **5. Cheque Image Inquiry Service**

- 5.1 Subject to the provisions set out below, the Bank shall provide to the Customer with the service to show the front and back of the cheques (the "Cheque Image") after settlement and having the Account as a settlement account (the services set out below being collectively the "Cheque Image Inquiry Service").

If the Cheque Image Inquiry Service is registered by the Application and the relevant Consent is submitted by the Customer, the Bank shall provide to the Customer the service (the "Cheque Image Inquiry") of digitally displaying the Cheque Image in relation to the Account (which shall be maintained with MUFG Bank, Ltd., Canada Branch) within the Application. The Cheque Image Inquiry shall be available for accounts held with MUFG Bank, Ltd., Canada Branch only.

- 5.2 The Customer acknowledges that the accuracy of the Cheque Image and the information relating to the settlement of the cheques with respect to the Account (the "Cheque Settlement Information") provided by the Bank in the Cheque Image Inquiry Service may be affected or restricted by the process in the computer system or otherwise and that the Cheque Image and the Cheque Settlement Information may not be provided on a real time basis.
- 5.3 The Customer shall make queries directly with the Servicing Office (and, if the Cheque Image and the Cheque Settlement Information of an Affiliated Company, through such Affiliated Company) with respect to any irregularities in the Cheque Image or the Cheque Settlement Information provided in the Cheque Image Inquiry Service.

## **6. Representations, Warranties and Covenants**

- 6.1 The Customer represents and warrants as of the date hereof, which representation and warranty shall be deemed repeated on each date on which a transaction is effectuated in connection with the Service, that: (i) it is duly organized and validly existing under the laws of the jurisdiction of its organization; (ii) the execution, delivery and performance by the Customer of the Basic Agreement and each transaction effectuated pursuant to the Services are within its powers, have been duly authorized and are not in contravention of law, the terms of its organizational documents, any indenture, agreement or undertaking which it is a party to or by which such Company or its property are bound; (iii) the Basic Agreement and any transaction effectuated pursuant to the Service will each constitute a valid and binding agreement of the Customer, enforceable in accordance with its terms; (iv) the person signing the Basic Agreement on behalf of the Customer is duly authorized to do so on its behalf; and (v) no consent of any person and no authorization or other action by, and no notice to or filing with any governmental authority or other person is required that has not been obtained in connection with the execution, delivery and performance of the Basic Agreement and each transaction effectuated in connection with the Service.



6.2 The Customer expressly restates and agrees to be bound by all representation, warranties and covenants contained within the Master Banking Agreement for the benefit of the Bank in relation to the Basic Agreement and the Services (including representations, warranties and covenants regarding compliance with Applicable Laws (including Sanctions)).

6.3 The Customer represents and warrants on the date of the Basic Agreement and on each date on which it is in force that no transaction falls under a transaction related to Iran or North Korea restricted under the FEFTA of Japan. (FEFTA: Foreign Exchange and Foreign Trade Act)

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