

TERMS AND CONDITIONS
COMSUITE PAYABLES FINANCE

MUFG Bank, Ltd.

(Incorporated in Japan with limited liability)

These Terms and Conditions (the “**Conditions**”) shall apply to the customer (the “**Customer**”) who applies to use the Services (as defined below) provided by MUFG Bank, Ltd. (the “**Bank**”).

1. Definitions

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

“**Account**” means each of the accounts which the Customer may register by an Application in relation to the Services;

“**Agreement**” means the agreement made and entered into between the Customer and the Bank under these Conditions;

“**Application**” means an application made by the Customer to the Bank for registration of its users and its other information in relation to use of the Services (including an application for addition, change and deletion to the registration made pursuant to an Application);

“**Commencement Date**” means the date when the Bank is ready to provide the Services to the Customer who submits an Application.

“**Financial Institution Concerned**” means each of the financial institutions (other than the Bank) involved in the implementation of the Services;

“**Manual**” means the manual and other documents relating to the Software and/or the System;

“**Master Agreement**” means an agreement made and entered into in respect of Purchase of Receivables to which the Customer and the Bank are a party;

“**Obligor**” means the party defined as “Obligor” in a Master Agreement;

“**Purchase of Receivables**” means transactions of purchasing receivables under a Master Agreement to which the Customer is a party as the Seller or the Obligor;

“**Services**” means the services stipulated in Clause 3.2;

“**Seller**” means the party defined as “Seller” in a Master Agreement;

“**Software**” means the software pertaining to the operation of the System (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;

2. Purposes

2.1 The Customer as the Seller or the Obligor may from time to time apply to the Bank for Purchase of Receivables pursuant to a Master Agreement. The purpose of the Services is to allow the Customer to make delivery of documents or any other communications to the Bank, and to facilitate the smooth distribution of relevant information through the System via the internet. The purpose of the Agreement under these Conditions is to stipulate the additional provisions on the use of electronic means for delivery of documents and communications under the relevant Master Agreement.

2.2 The Customer shall, subject to the approval of the Bank, register the Services pursuant to an Application. The Bank shall, subject to these Conditions, provide the Services to the Customer. The Services shall be provided through the System and the Software.

3. Software License and Services

3.1 The Bank hereby grants the Customer a non-exclusive and non-transferable right to use the System and the Software for utilizing the Services subject to these Conditions.

3.2 The Bank may from time to time provide the Customer with one or more of the following Services in accordance with these Conditions:

(1) services to enable the Customer to register information of the invoices, the receivables and, if applicable, the obligors with respect to the Purchase of Receivables through the System;

(2) services to enable the Customer as the Seller to apply for the Purchase of Receivables, under which the Customer as the Seller may execute and deliver to the Bank and, as the case may be, the relevant Obligor the Application to Assign, the Instrument of Assignment and the Notice of Assignment (each as named or defined in the relevant Master Agreement, or as otherwise named, defined or prescribed in the relevant Master Agreement as equivalent documents which serve the same purposes) and other documents required under the relevant Master Agreement through the System instead of the forms set out in the relevant Master Agreement;

(3) services to enable the Customer as the Obligor to execute and deliver to the Bank and, if

applicable, the Seller an acknowledgement and confirmation or other related documents through the System instead of the forms set out in the relevant Master Agreement;

- (4) in addition to (1) through (3), services to enable the Customer as the Seller or the Obligor to deliver to the Bank any other documents, instructions or communications with respect to the Purchase of Receivables through the System;
- (5) services to make the payment of the receivables registered in the System on behalf of the Customer as obligor in accordance with its instructions given to Bank through the System; such services shall be provided upon and subject to the further terms and conditions provided in the System; and
- (6) any other services designated by the Bank in its sole discretion regarding Purchase of Receivables.

3.3 Each communication or instruction (including manifestation of intention) from the Customer to the Bank and/or any other party (which agrees to use the Services for receiving such communication or instruction through the System) (such other party, “**the other receiving party**”) by using the Services shall become effective and binding on the Customer at the time when such a communication or instruction is approved by the Customer through the System and shall be deemed to be received by the Bank or the other receiving party at the time only when the Bank or, as the case may be, the other receiving party has accessed it through the System without any trouble provided that in the case where the Customer is the Seller and the other receiving party is the Obligor in respect of a particular transaction of Purchase of Receivables, the other receiving party is deemed to receive such communication or instruction sent by the Customer at the time when the other receiving party becomes able to access it through the System.

3.4 In case where the Customer communicates or instructs (including manifest intention) the Bank through the System and the Customer communicates or instructs the same through any other means, the former shall prevail.

3.5 The Customer represents, warrants and covenants to the Bank that all communications, instructions and documents delivered to the Bank through the System shall constitute a valid “electronic record” as defined in and for the purpose of the Electronic Transactions Ordinance (Chapter 553 of the Laws of Hong Kong) (the “**ETO**”) and the indication of the name or the identity of the approver on each such communication, instruction or document shall be deemed as his/her authentication or approval of the information contained therein for and on behalf of the Customer and shall constitute a valid “electronic signature” as defined in and for the purpose of the ETO. All such communications,

instructions and documents are valid and of the same legal effect as the Customer's originally signed communications, instructions and documents and the Bank is entitled to rely on such communications, instructions and documents to execute the relevant Purchase of Receivables and perform the Services.

4. The Software

4.1 The Customer may use the Software solely in such location, with the equipment and in the environment as the Bank may approve. The Customer shall prepare and maintain such location, equipment and environment.

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 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 ("**Malfunction**" means hereinafter any discrepancy between the functions actually performed and those specified in the Manual). 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 other than by the person(s) designated by the Customer under 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 due to any Malfunctions in the Software or the System, except in the case of gross negligence or willful misconduct of the Bank.

4.5 If any supplemental tool (the "**Supplemental Tool**") is designated by the Bank as a supplemental tool regarding the Services, 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 Conditions. The Supplemental Tool shall form a part of the Software.

4.6 The Bank may from time to time make changes to the Software and the Services. The Bank shall notify the Customer of such changes to the extent that such changes will materially affect the Customer utilizing the Services; provided that the Bank is not required to do so if such changes are announced on the web site of the Bank.

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, analyze, 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 the Agreement.

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 System shall be calculated from the Commencement Date. Fees for a transaction under the Services may be calculated on transaction basis.

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

6.3 The Bank is hereby authorized to debit the Account or any other account 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 the Account or such other 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 these 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 without notice or other act of the Bank, if any event occurs that makes it difficult or impossible for the Bank to provide the Services or 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, commencement of special liquidation or commencement of any proceeding or other step with a view to readjustment, rescheduling or deferral of all or any

part of indebtedness of the Customer which it will or might otherwise be unable to pay when due or proposes or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or a moratorium is agreed or declared in respect of or affecting all or a material part of the indebtedness of the Customer;

- (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 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 these Conditions;
- (5) the Services not being utilized for a period of one (1) year after the day on which the Services were made available or lastly utilized; and
- (6) any circumstance arising in which the Bank may not provide the Services (in the case of closure of all Accounts or otherwise).

9.4 The Agreement shall terminate without notice or other act of the Bank or the Customer, if all the Master Agreements are terminated for any reason.

- 9.5 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.
- 9.6 Upon termination of the Agreement, the Customer shall, without delay and on its responsibility, destroy the Software and 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 and 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 (i) the combination of customer ID, user IDs, passwords and digital certificates, or (ii) the combination of customer ID, user IDs, passwords and one time password ((i) and (ii) together 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 acknowledges that the digital certificates are issued by MUFG Bank-eBusiness Certification Authorities (the “**Certification Authorities**”, which expression shall include any other certification authorities engaged by the Bank) operated by the Bank and agrees to comply with the provisions in the Certification Practice Statement of the Certification Authorities displayed on the web site of the Bank. The provisions in this Clause 10.3 shall not prevent the Bank from contracting with other certification authorities.
- 10.4 The Customer shall on its responsibility keep under control the Access Code and the IC cards for digital certification on loan from the Certification Authorities and the tokens for one time passwords on loan from the Bank (the "OTP Tokens").
- 10.5 Upon termination of the Agreement, the Customer shall comply with the provisions in the Certification Practice Statement of the Certification Authorities and shall, at the request of the Bank and on its responsibility, destroy the IC cards for digital certification and the OTP Tokens or or take

any other steps necessary to comply with the provisions in Clause 19; provided that the Customer shall promptly return to the Bank such IC cards for digital certification and 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.

- 10.6 If any IC card for digital certification or 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 comply with the provisions in the Certification Practice Statement of the Certification Authorities and shall immediately notify the Bank thereof.

11. Communication Networks

- 11.1 The Customer acknowledges 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 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 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 without a prior consent of the Customer.

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.
- 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 given or purportedly given 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 these 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 IC cards for digital certification or 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; or
- (10) 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 which the Bank may sustain:

- (1) damages, costs and expenses attributable to any act (including the use of the Software) 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 (including legal fees); 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 shall take all necessary actions to procure necessary registrations and approvals or otherwise.
- 17.2 The Agreement shall immediately cease to be effective, if the Agreement is in violation of the laws and regulations.

18. Exclusion of Anti Social Forces

- 18.1 The Customer agrees not to engage, or to be involved, in anti-social activities.
- 18.2 In case where the Bank determines that it is not appropriate to maintain business transactions with the Seller or the Obligor after becoming aware that any of the representations and warranties in Clause 17.1 or 17.2 are not or were not true or that the Seller or the Obligor breached any of the covenants in Clause 18.1, the Bank may terminate the Services immediately without notice.

19. Confidentiality

- 19.1 The Customer shall keep confidential all information disclosed by the Bank and other information made known to the Customer in relation to the Agreement and the Services and shall not use such information other than for purposes of the Agreement. The Customer shall not disclose, or allow to be disclosed, to any third parties such information and other information relating to the Agreement and the Services.
- 19.2 Notwithstanding the provisions in Clause 19.1, the Bank may disclose the Agreement, the Services and other related documents to the competent authorities, courts or other governmental bodies, the head office or branches of the bank holding the Accounts, Financial Institution Concerned or affiliated companies, upon request or pursuant to applicable laws and regulations.
- 19.3 Notwithstanding the provisions in Clause 19.1, the Bank may provide its head office and branches

and its group companies with any information relating to the Customer and affiliated companies, if the Bank deems necessary or appropriate for the implementation of the Services.

19.4 In case where the Bank contracts with third party certification authorities, the Bank may, notwithstanding the provisions in Clause 19.1 and to the extent necessary therefore, provide to such certification authorities any information relating to the Customer and its Administrator and Users; provided that such certification authorities are under confidentiality obligations with respect to such information.

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

20. Severability

If any provisions of these 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.

21. Assignment

The Customer shall not assign or transfer to a third party its rights and obligations under the Agreement.

22. Laws and Regulations

The terms “laws and regulations” and “taxes and public charges” used in these Conditions shall mean laws and regulations and taxes and public charges of all countries concerned.

23. Implementation of the Services

23.1 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 with the terms of this Agreement.

23.2 In order to utilize the Services with respect to the Accounts of the Customer maintained with Financial Institution Concerned (other than the Bank), the Customer acknowledges that the relevant authorization must be given to such Financial Institution Concerned and the Bank by the Customer, with respect to the disclosure of information, debiting of the Accounts for fund transfer and other matters necessary for the implementation of the Services.

- 23.3 The Customer shall not nullify, cancel or amend its instructions given for the Services due to misunderstanding or otherwise.
- 23.4 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.
- 23.5 The Customer shall from time to time review the transactions made through the Services and shall immediately notify the Bank of any irregularities therein.
- 23.6 In the case of any discrepancy of any information relating to the Purchase of Receivables (such as Discount Rate and Sale Price (both defined in a Master Agreement)) which is or has been uploaded to the System and the same information which has been agreed either between the Seller and the Bank or between the Obligor and the Bank pursuant to the terms of such Master Agreement, the latter (for clarity, the agreed upon information) shall prevail and the Bank is authorized to correct such information in the System.

24. Administrators and Users

- 24.1 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 IC cards for digital certification and OTP Tokens) and supervise users (each a “**User**”) on behalf of the Customer.
- 24.2 Pursuant to the procedure set forth by the Bank, the Customer shall register with the Bank Users who use the Access Code (including IC cards for digital certification and 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.
- 24.3 Neither Administrators nor Users shall use the Access Code (including IC cards for digital certification and OTP Tokens) jointly with others, or lend or transfer the same to others.
- 24.4 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.
- 24.5 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.

24.6 In addition to the signatures and authorities registered with the Bank, the Customer acknowledges and approves the powers and authorities given to the Administrators and Users under the Agreement.

25. Personal Information

25.1 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 under the Act on the Protection of Personal Information of Japan (Act No. 57, 2003, 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 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.

25.2 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.

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

26. Outsourcing

- 26.1 In relation to the development and maintenance of the System, the Bank may outsource certain daily operations to its head office in Japan such as the registration of the Customer, its affiliated companies, users, passwords, services, accounts and any other information that is required for registration. In addition, pursuant to the provisions in Clause 10.1 to Clause 10.4, digital certificates (embodied in the IC cards) shall be used for user authentication. The Bank may provide information regarding the Customer and its affiliated companies to any third party in Japan to which the Bank's head office outsources certain businesses such as digital certificate generation, IC card issuance and operational maintenance. Under certain circumstances, judicial and regulatory authorities in Japan may require the Bank's head office and any third party service provider in Japan to disclose information relating to the Customer and/or its affiliated companies.
- 26.2 The Customer (for itself and for its affiliated companies) acknowledges and consents to the use and the disclosure of the information mentioned in Clause 26.1 above.

27. Amendments or Changes to these Conditions

The Bank may from time to time make amendments or changes to these 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 these Conditions, except in the case of gross negligence or willful misconduct of the Bank.

28. Governing Law and Jurisdiction

- 28.1 These Conditions and the Agreement shall be governed by, and construed in accordance with the laws of Hong Kong.
- 28.2 The Hong Kong courts shall have the exclusive jurisdiction over any dispute arising out of or in connection with these Conditions or the Agreement. Nothing contained in this Clause shall limit the right of the Bank to take legal proceedings against the Customer in any court of competent jurisdiction, nor shall the taking of legal proceedings in one or more jurisdictions preclude the taking of legal proceedings in any other jurisdiction, whether concurrently or not to the extent permitted by the law or such other jurisdiction.