

**TERMS AND CONDITIONS OF FOREIGN CURRENCY ORDINARY DEPOSIT  
(PASSBOOK TYPE)**

1. Foreign Currency  
For the purpose of making this deposit (hereinafter referred to as the "Deposit"), the term "foreign currency" means any currency other than the Japanese currency, and the nonresident yen.
2. Branches Handling Foreign Currency Deposits  
The depositor may make the Deposit to, or withdrawals from, a deposit account (hereinafter referred to as the "Account") only at the Bank's branches handling foreign currency deposits. If the depositor is a corporation, the depositor may terminate the Account only at the branch where the depositor holds the Account (hereinafter referred to as the "Branch").
3. Unit of Deposit  
The amount of the Deposit shall be not less than the minimum amount designated by the Bank.
4. Receipt of Items for Deposit in the Account
  - (1) Items that may be received for deposit in the Account shall be as follows:
    - A. cash;
    - B. promissory notes, bills of exchange, checks, dividend warrants and other securities whose payment will be made at the Branch (hereinafter referred to as "Securities") that are confirmed settled at the Branch; and
    - C. funds remitted by a bank transfer
      - (a) The Bank shall receive for deposit in the Account funds remitted by a bank transfer. However, the Bank may not receive such remitted funds depending on the status of the Account or for other reasons.
      - (b) A transfer credited to the Account will be reversed if the Branch receives a notice of cancellation of a notice of transfer that is erroneously transmitted to the Branch, e.g., a duplicate transmission from the financial institution that transmitted the notice of transfer.
  - (2) Securities whose payment will be made at a place other than the Branch shall be put through for collection, and the proceeds from the collection shall be received after the settlement thereof is confirmed. In this case, if the Bank incurs any expense, the depositor shall be required to pay the fee designated by the Bank.
  - (3) The depositor shall fill in all information legally required on promissory notes, bills of exchange (especially the date of issue and the recipient) or checks (especially the date of issue) in advance. The Bank shall not be obligated to fill in such information.
  - (4) The depositor shall complete the necessary procedures to deposit Securities in the Account, such as endorsement and indication of the receipt of the Securities.
  - (5) In receiving a promissory note, bills of exchange, or check for deposit, the Bank shall treat as its face value the amount stated in the Amount column, regardless of any other amounts shown elsewhere thereon.
5. Withdrawals from Deposit Account
  - (1) When the depositor desires to withdraw the Deposit, the depositor shall fill in the withdrawal application form prescribed by the Bank, affixing to the form the depositor's seal (or signature) which has been filed with the Bank in advance, and submit it to the Bank, together with his/her/its passbook.
  - (2) In addition to the withdrawal procedure under the preceding paragraph, the Bank may require the depositor to present the identity documents designated by the Bank and perform any other procedures in order to confirm that the depositor is duly authorized to

withdraw the Deposit. In this case, the Bank shall not have any funds withdrawn from the Account until the confirmation is completed, if the Bank considers it necessary to do so.

6. Withdrawals in Foreign Currencies

When a request is made to withdraw the Deposit in a foreign currency, the Bank may pay in the Japanese currency the amount equivalent to the Deposit in the foreign currency converted at the foreign currency rate designated by the Bank at the Bank's discretion.

7. Interest

Interest on the Deposit shall be calculated biannually at such interest rate, in such minimum unit to bear interest, and by such calculation method as is designated by the Bank, and the interest so calculated shall be added to the balance of the Deposit on certain dates; provided, however, that no interest shall accrue in the case of the application for an interest-free nonresident yen ordinary deposit.

8. Foreign Exchange Rate and Fee

(1) When a currency different from that of the Deposit is deposited to the Account or a currency different from that of the Deposit is withdrawn from the Account, the Bank shall make calculations using the foreign exchange rate designated by the Bank.

(2) When the depositor deposits or withdraws funds to or from the Account in the same currency as that of the Deposit, the depositor shall be required to pay the fee designated by the Bank.

9. Changes in Matters Filed, Reissuance of Passbook, etc.

(1) The depositor shall immediately notify the Bank in writing in the case of the loss of his/her/its passbook or seal, or a change in any of the matters filed with the Bank, such as the depositor's seal, name, or address. The Bank shall not be liable for any damage arisen prior to such notification.

(2) Withdrawal of the Deposit, termination of the Account or reissuance of a passbook in case of the loss of the depositor's passbook or seal shall be after the procedures prescribed by the Bank have been completed. In this case, the Bank may request the depositor to provide a guarantor for such withdrawal, termination or reissuance within a reasonable period of time.

(3) Before opening the Account, the Bank shall verify identification and carry out other confirmation procedures as prescribed by laws and ordinances. If there is a change in any of the matters confirmed, the depositor shall immediately notify the Bank in a manner designated by the Bank.

10. Authenticity of Seal Impression, etc.

The Bank shall not be liable for any damage arising from forgery, alteration or other wrongful acts in respect of the withdrawal application form, notices or other documents submitted to the Bank, so long as the Bank has verified with reasonable care the seal impression (or signature) appearing on such items against the specimens of the seal impression (or signature) filed with the Bank.

11. Prohibition on Transfer or Pledge, etc.

(1) The depositor may not transfer, pledge, or otherwise create a third party's right in, or cause a third party to use the Deposit, his/her/its contractual status or any other rights in transactions under these Terms and Conditions, or his/her/its passbook.

(2) If the Bank agrees that the depositor will pledge the Deposit for a reason which is deemed by the Bank to be unavoidable, the pledge shall be effected using the form prescribed by the Bank.

12. Restrictions on Transactions

- (1) To properly understand such matters as the depositor's information and details of any specific transactions, the Bank may request the submission of confirmations and materials by designating the due date for submission. If the depositor fails to respond by the due date so designated without good reason, the Bank may restrict part of the deposit, withdrawal or other transactions under these Terms and Conditions.
- (2) The Bank may restrict part of the withdrawal or other deposit transactions for the Account that is not used for 1 year or longer.
- (3) If the Bank considers that there may be a risk of violating any law or ordinance relating to money laundering, terrorism financing or economic sanctions in view of the depositor's response to the request for submission of confirmations and materials under the preceding paragraph, details of any specific transactions, the depositor's explanation and other circumstances, the Bank may restrict part of the deposit, withdrawal or other transactions under these Terms and Conditions.
- (4) If the Bank considers that the risk of violating any law or ordinance relating to money laundering, terrorism financing or economic sanctions has been reasonably eliminated based on the depositor's explanation or other actions, the Bank shall lift the restrictions on such transactions.

13. Refusal of Transactions with Anti-Social Forces

The Account may be used if none of the events set forth in each item of Paragraph 3 of Article 14 has occurred on the part of the depositor. If any of the events set forth in each item of Paragraph 3 of Article 14 occurs on the part of the depositor, the Bank may refuse the opening of the Account.

14. Termination, etc.

- (1) If the depositor desires to terminate the Account, the depositor shall bring his/her/its passbook to the Branch to request the termination.
- (2) If any one of the following events occurs on the part of the depositor, the Bank may suspend deposit transactions under these Terms and Conditions, or terminate the Account upon giving notice to the depositor. The termination upon notice shall take effect when the Bank issues a notice of termination to the depositor of the notified name and at the notified address, regardless of whether the notice reaches the depositor or not.
  - (i) If it becomes clear that there exists no holder of the Account or that the holder of the Account did not voluntarily open the Account;
  - (ii) If the depositor breaches Paragraph 1 of Article 11;
  - (iii) If it is discovered that the Deposit has been utilized, or may be utilized, for any activity which is contrary to laws, ordinances, regulations or public order and morals of Japan or a foreign country;
  - (iv) If any of the matters confirmed in identification or other procedures prescribed by laws and ordinances, or any of the confirmations or materials submitted as a result of the Bank's notice set forth in Paragraph 1 of Article 12 is found to be false;
  - (v) If the Deposit is used or, in the Bank's judgment, may be used for money laundering, terrorism financing, or any transactions that may violate any economic sanctions, and the Bank considers it necessary to terminate the Account from the standpoint of preventing money laundering or such other transactions;
  - (vi) If any event which results in the restrictions of transactions set forth in Paragraphs 1 through 3 of Article 12 has not been settled for 1 year or longer; or
  - (vii) If the depositor fails to respond to the Bank's confirmation without good reason, although the depositor may fall under any of the cases in items (i) through (vi).
- (3) In addition to the preceding paragraph, if any of the following events occurs to the depositor, and it becomes inappropriate to continue transactions with the depositor, the Bank may terminate deposit transactions under these Terms and Conditions, or terminate the

Account by giving notice to the depositor. In this case, the Bank shall not be liable for any damage caused by the termination. If the Bank suffers any damage due to the termination, the depositor shall pay compensation for such damage.

- (i) if the depositor is found to have made any false statement regarding the declaration/undertaking at the time of the opening of the Account;
  - (ii) if the depositor is found to fall within an organized crime group ("Boryokudan"), a member of a Boryokudan ("Boryokudan-in"), a person who ceased to be a member of a Boryokudan within the past five (5) years, a sub-member of a Boryokudan ("Boryokudan-jyunkoseiin"), a corporation related to a Boryokudan ("Boryokudan-kankei-kigyo"), a racketeer attempting to extort money from a company by threatening to cause trouble at a general stockholders' meeting ("Soukaiya") or advocating social causes ("Shakai-undou-nado-hyoubou-goro"), a special intelligence organized crime group ("Tokusyu-chinou-boryoku-syudan") or a person or an organization equivalent to any of the above (hereinafter collectively referred to as "Members of a Boryokudan ('Boryokudan-in tou)"), of if the depositor is found to have engaged in a relationship with Members of a Boryokudan such that:
    - A the Members of a Boryokudan control the management of the depositor;
    - B the Members of a Boryokudan are effectively engaged in the management of the depositor;
    - C the depositor utilizes the services of the Members of a Boryokudan unjustifiably, for example for such purposes as to unfairly benefit the depositor, its company or a third party or to cause damage to a third party;
    - D the Members of a Boryokudan are recognized as involved with the depositor, for example by the depositor providing funds or otherwise providing favors to them; or
    - E a director or a person who practically engages in management has a socially unacceptable relationship with the Members of a Boryokudan.
  - (iii) If the depositor engages, either by himself/herself/itself or through a third party, in any of the following activities:
    - A a claim using forceful behavior or acts of violence;
    - B undue claim beyond legal responsibilities;
    - C threatening acts or statements, or violent acts and behaviors in connection with any transaction between the parties;
    - D acts and behaviors which may damage the credit or obstruct the business of the Bank such as the spreading of false rumors or acts of fraud or force; or
    - E any other acts and behaviors equivalent to the above.
- (4) If the Deposit is not used by the depositor and the balance does not exceed a certain amount for a certain period of time to be separately specified by the Bank, the Bank may suspend deposit transactions under these Terms and Conditions, or terminate the Account upon giving notice to the depositor. The same shall apply if it is required by laws and ordinances.
- (5) If the Account is terminated pursuant to the preceding three paragraphs and there still remains any balance in the Account, or if deposit transactions under these Terms and Conditions are suspended and the depositor requests the Bank to terminate the Account, the depositor shall bring his/her/its passbook to the Bank to request the refund of the balance or terminate the Account. In this case, the Bank may request that the depositor submit the required documents or provide a guarantor within a reasonable period of time.
- (6) Upon termination of the Account, the foreign exchange rate at the time of the Bank's calculation shall apply.

#### 15. Notice

If the Bank has dispatched a notice or document to the depositor at its notified name and address, such notice or document shall be deemed to have reached the depositor at the time when it should normally reach the depositor, even in the case of a delay or failure to arrive.

#### 16. Notification of Adult Guardian (*seinen-kōken-nin*), etc.

- (1) If the assistance (*hojo*), curatorship (*hosa*) or guardianship (*kōken*) of the depositor is commenced by the ruling of a family court, the depositor shall immediately notify the Bank of the name of the adult assistant, curator or guardian and other necessary matters in writing. If the assistance, curatorship or guardianship of the depositor's adult assistant, curator or guardian is commenced by the ruling of a family court, the depositor shall notify the Bank in the same manner.
- (2) If the supervisor of a voluntary guardian (*nin'i-kōken-kantoku-nin*) is appointed by the ruling of a family court, the depositor shall immediately notify the Bank of the name of the voluntary guardian and other necessary matters in writing.
- (3) If the ruling concerning the commencement of assistance, curatorship or guardianship has already been rendered, or the supervisor of a voluntary guardian has already been appointed, the depositor shall notify the Bank in the same manner as in the preceding two paragraphs.
- (4) If any of the matters notified under the preceding three paragraphs is cancelled or changed, the depositor shall notify the Bank in the same manner.
- (5) The Bank shall not be liable for any damage arisen prior to the notification under the preceding four paragraphs.

17. Modification

- (1) The Bank may change the provisions of these Terms and Conditions, and the period, amount and other terms and conditions under Paragraph 4 of Article 14 by posting a notice at the Bank or by any other method of announcement in the case of a change in the financial or other conditions or for any other reasonable reason,
- (2) The change under (1) above shall be applicable from an application commencement date to be determined at the time of the announcement.

18. Setoff by the Depositor Upon the Occurrence of an Insurance Event

- (1) The Deposit may be set off pursuant to each paragraph of this article upon the occurrence of an insurance event as defined in the Deposit Insurance Act on the part of the Bank. The same shall apply if a pledge or other security interest is created in or over the Deposit to secure the depositor's obligations to the Bank, or a third party's obligations to the Bank for which the depositor acts as a guarantor.
- (2) Procedures in the case of setoff shall be as follows:
  - (i) A notice of setoff shall be in writing. If there are multiple borrowings or other obligations, the depositor shall designate the order and method of application, and immediately submit his/her/its passbook to the Bank, with the notified seal (or signature) affixed thereto.  
However, if there is any obligation secured by the Deposit, the Deposit shall be set off against such obligation or, if such obligation is a third party's obligation to the Bank, the depositor's guarantee obligation.
  - (ii) If the depositor does not designate the order and method of application under the preceding item, the Bank shall apply the Deposit in the order and method designated by the Bank.
  - (iii) If the designation under item (i) causes difficulties in preserving the Bank's claims, the Bank may raise an objection without delay, and designate the order and method of application, taking into consideration such factors as the status of the security and guarantee.
- (3) In the case of setoff, the interest on borrowings and other obligations, discount fee, late payment penalty and other amounts shall be calculated up to the day when a notice of setoff reaches the Bank, and the interest rate and fee rate shall be determined by the Bank. The handling of damages or other amounts payable as a result of the prepayment of

borrowings or other obligations shall be determined by the Bank.

- (4) In the case of setoff, the foreign exchange rate at the time of the Bank's calculation shall be applied.
- (5) In the case of setoff, if there is any special provision concerning the prepayment of borrowings or other procedures, such provision shall prevail. However, setoff may be made even if there is any limitation on the prepayment of borrowings or other procedures, such as the one under which the Bank's approval will be required for such prepayment.

19. Applicable Laws and Ordinances

In addition to the provisions above, laws and ordinances relating to foreign exchange shall apply to the Deposit.

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