

## INTRODUCTION

This Country Addendum (this “**Japan Country Addendum**”) supplements the Bank’s Master Terms of Business For Banking and applies solely to Accounts maintained by the Bank in Japan and to Services provided in connection with such Japanese Accounts, regardless of the locations where Services are executed or performed, subject to the scope of the Master Terms of Business specified in the Section I (Scope of the Master Terms of Business in Japan) of this Japan Country Addendum. Capitalized terms used in this Japan Country Addendum, and not otherwise defined, have the meanings set forth in the Master Terms of Business. By using an Account maintained in Japan, the Customer acknowledges receipt of, and agrees to be bound by the Master Terms of Business and this Japan Country Addendum, each as may be amended or supplements from time to time.

In the event of any inconsistency between the Master Terms of Business, this Japan Country Addendum, and/or a Supplement, this Japan Country Addendum shall prevail, followed by the Supplement, and then the Master Terms of Business to the extent of such inconsistency.

## I. SCOPE OF THE MASTER TERMS OF BUSINESS IN JAPAN

The Master Terms of Business supplemented by this Japan Country Addendum shall only be applicable to Yen ordinary deposit account (*En Futu Yokin koza* “円普通預金口座”) which is denominated in Yen (“**Ordinary Deposit Account**”) and Yen current account (*En Touza Yokin Koza* “円当座預金口座”) which is denominated in Yen (“**Current Account**”) and shall not be applicable to any other bank accounts (including various types of time deposit accounts) maintained in Japan. For those bank accounts in Japan to which the Master Terms of Business supplemented by this Japan Country Addendum is not applicable, terms and conditions in Japanese designated by the Bank to be applied to such bank account shall be applicable.

## II. GENERAL TERMS

The following general provisions shall apply to both the Ordinary Deposit Account and Current Account except otherwise specified in each provision.

### 1. Definition

“**Depository Office**” means the Bank’s office where the Customer’s Account is maintained.

### 2. Refusal of Transaction with Anti-Social Forces.

Accounts shall be made available in case that the Customer does not fall under any of the categories listed in any Items of Section II, Article 8(ii), subparagraph b, items (A) through (E) and subparagraph c, items (A) through (E), and the Bank shall not accept an application for the opening of the Account in case that the Customer falls under any of the same categories.

### 3. Filing of Seal Impression, etc.

i. A specimen of the seal impression. A specimen of the seal impression or signature to be used for the Account transactions must be filed with the Bank in advance pursuant to the procedures specified by the Bank.

ii. In the case of the Current Account, if the Account transactions are to be effected by a proxy, the name and a specimen of the seal impression or signature of the proxy must also be filed with the Bank by the Customer in the same manner as provide for in the Article 3(i).

### 4. Changes in Matters Filed, Re-issuance of bank book etc.

i. In case of the Ordinary Deposit Account, immediate notice must be provided to the Bank pursuant to the procedure specified by the Bank of loss of any bank book. or the seal, as well as of any change in respect of any matters filed with the Bank, such as the name, trade name, representative, proxy, seal, address or telephone number.

In case of the Current Account, immediate notice must be provided to the Bank pursuant to the procedure specified by the Bank of loss of any check, promissory note, bill of exchange, blank form of any check or promissory note, or the seal, as well as of any change in respect of any matters filed

with the Bank, such as the Customer's name, trade name, representative, proxy, seal, address or telephone number.

- ii. The Bank is not responsible for any damages caused prior to the receipt of a notice as provided for in the preceding paragraph.
- iii. Any notice or document, etc., sent by the Bank that is received late or fails to reach the Customer due to the Customer's failure to notify of any changes as required in Article 4(i), shall be deemed to have arrived at the time it normally should have arrived.
- iv. Reimbursement of deposit, closing of the Account, or re-issuance of bank book when bank book or seal has been lost, shall be made according to the procedure prescribed by Bank, in which case, a certain period of time may be required, and Bank may ask for a guarantor.
- v. When the Bank intends to conclude a contract for opening of the Account with the Customer, the Bank will confirm, pursuant to the provisions of applicable laws and regulations, the identity of the legal entity for the filing. Immediate notice must be provided, pursuant to the procedure specified by the Bank, to the Bank of any change in respect of the information regarding the identity of the person and/or legal entity filed with the Bank.

5. Filing of guardian for majority (*Seinen-Kouken-Nin*).

- i. When guardianship (*Kouken*), curatorship (*Hosa*) or assistance (*Hojo*) is commenced by adjudication of the family court, an immediate notice must be provided in writing to the Depository Office of name of guardian for majority (*Seinen-Koukennin*) and other prescribed matter.
- ii. When a supervisor of voluntary guardian (*Nin-i-Kouken-Kantoku-nin*) is appointed by adjudication of the family court, an immediate notice must be provided in writing to the Depository Office of name of voluntary guardian (*Nin-i-Kouken-nin*) and other prescribed matter.
- iii. When guardianship, curatorship or assistance has been commenced or a supervisor of voluntary guardian has been appointed, an immediate notice must be provided as prescribed in Article 5(i-ii).
- iv. An immediate notice must be also provided of any change in respect of any matter filed with Depository Office in accordance with Article 5(i-iii).
- v. The Bank is not responsible for any damages caused prior to the receipt of a written notice as provided for in Article 5 (i-iv).

6. Prohibition of Transfer or Pledge. The deposit in the Account, Customer's right and obligation under the Master Terms of Business and transactions relating thereto, and, in case of the Ordinary Deposit Account, the bank book shall not be assigned, pledged, subjected to any third party's rights, or utilized by any third party.

7. Restrictions of Transactions under the Account, etc.

- i. If the Customer does not respond to any of various kinds of inquiries or any request for document submission from the Bank by the time separately specified by the Bank without justifiable reason, the Bank may restrict some transactions under the Account, such as withdrawals.
- ii. If the Account is not used for over one (1) year, the Bank may restrict some transactions under the Account, such as withdrawals.
- iii. Upon request from the Bank, the Customer who resides in Japan without Japanese nationality shall report to the Bank pursuant to the method specified by the Bank that the Customer has a valid status of residence and period of stay. If the permitted period of stay filed with the Bank expires, the Bank shall be able to restrict some or all transactions under the Account, such as withdrawals.
- iv. If the Bank determines that the Customer poses the risk of money laundering, terrorist financing or a violation of sanctions, after taking into account the Customer's action in response to any inquiry on matters regarding its identity or any request for document submission as set forth in Article 7(i), specific transaction details, explanations provided by the Customer and other circumstances, in light of the MUFG Financial Service Anti-Abuse Policy separately set forth by the Bank, the Bank shall be able to restrict the following account transactions:
  - a. Unreasonably high-value or frequent cash transactions for deposits and withdrawals;
  - b. Overall foreign exchange transactions, such as cross-border funds transfers, foreign currency deposits, money exchange transactions and trade transactions; and

- c. Specific transactions that the Bank determines as posing a high risk of money laundering, terrorist financing or a violation of sanctions.
  - v. Notwithstanding restrictions of transactions under the Account, etc. set forth in Article 7(i-iv), if a concern over money laundering, terrorist financing or a violation of sanctions is confirmed to be addressed by the Customer's reasonable explanation or other means, the Bank may immediately lift restrictions of transactions under the Account listed in the preceding four (4) paragraphs.
- 8. Notice. If any notice dispatched by the Bank to the Customer at its address as filed with the Bank cannot be delivered or delivery is delayed, such notice shall be deemed to have arrived at the time it normally should have arrived.
- 9. The Act on Utilization of Funds Related to Dormant Deposits to Promote Public Interest Activities by the Private Sector. If there is no account activity such as deposits and withdrawals for ten (10) years or more, such funds shall be fall under "dormant deposits" set forth in paragraph six (6) of Article 2 of the Act on Utilization of Funds Related to Dormant Deposits to Promote Public Interest Activities by the Private Sector, and the funds in such account shall be transferred to the Deposit Insurance Corporation of Japan pursuant to Article 7 of the Act. Rules on Dormant Deposits apply to dormant deposits.

### III. CURRENT ACCOUNT TERMS

The following provisions shall apply only to the Current Account.

- 1. Instruments for Deposit
  - i. In addition to cash, the Bank will accept checks, promissory notes, bills of exchange, interest coupons, postal money orders, dividend warrants, and other immediately collectable instruments (hereinafter in this Section III, referred to as "**Instruments**") for deposit in Current Accounts.
  - ii. Prior to depositing checks, promissory notes, or bills of exchange, the Customer is required to fill in all blanks and to provide all information which is required by law for the validity of such instruments. The Bank is not obligated to complete any incomplete form.
  - iii. Before submitting any Instrument to the Bank for deposit, the Customer must endorse the Instrument and complete all other formalities necessary to render it ready for collection.
  - iv. All expenses, if any, relating to the collection of Instruments will be charged to the Customer in accordance with the Bank's collection fee schedule, which is posted at the Bank's offices.
- 2. Receipt of Instruments for Deposit
  - i. The proceeds of any and all Instruments received from the Customer for deposit by the Depository Office will not be available for payment before the Bank has ascertained that the Instruments for collection have been settled by verifying that they have not been returned within the prescribed period for returning dishonored Instruments.
  - ii. The proceeds of any Instrument received for deposit by and payable at the Depository Office will be made available for payment on the day of receipt of the Instrument, but not until the Depository Office has confirmed settlement of the Instrument.
- 3. Remittance by the Customer
  - i. The proceeds remitted by the Customer to the Current Account through another financial institution or one of the Bank's offices other than the Depository Office will not be available for payment before the Bank has registered such remittance in the ledger which the Bank maintains for the Current Account ("**Current Account Ledger**"). In addition, in the case of Instruments which have been received at the Depository Office from the Customer for deposit in the Current Account, such proceeds will not be available for payment before the Depository Office has confirmed settlement of the instrument.
  - ii. Bank shall cancel the registration in the Current Account Ledger of the receipt of remittance of proceeds if financial institution from which remittance notice is issued has notified the Bank the cancellation of such remittance due to duplication of remittance or another.
- 4. Deposit by a Third Party
  - i. The provisions of Article 2 of this Section III shall apply mutatis mutandis to Instruments which have been received at the Depository Office from a third party for deposit in the Current Account.

- ii. The provisions of Article 3 of this Section III shall apply mutatis mutandis to deposits remitted by a third party through another financial institution or one of the Bank's offices other than the Depository Office.

5. Dishonor of Received Instruments

The Bank will promptly notify the Customer if an Instrument received for deposit in, or for remittance to, the Current Account as provided for in the preceding three Articles is dishonored and at the same time reverse the relevant entry in the Current Account Ledger. Upon request, the dishonored Instrument will be returned to the Customer at the office where the Instrument was received. If the dishonored Instrument was received from a third party as provided for in Article 4 of this Section III, it will be returned to that third party. However, in a situation in which Article 4(i) of this Section III applies, the Bank may return the dishonored Instrument through the Customer to the third party that deposited it.

- i. When the preceding paragraph applies, the Bank will take procedures to preserve the holder's rights in respect of a dishonored Instrument only if it has received a written request to do so.

6. Procedure for Face Value Recognition

When receiving or paying checks, promissory notes, or bills of exchange, the Bank will rely on and assume the amount as shown in the place specified for value to be correct, regardless of any other indications that may be shown elsewhere, whether in words or figures.

7. Payment of Checks, Promissory Notes and Bills of Exchange

- i. The Bank is authorized to and will pay, by debiting the Current Account, checks presented for payment and promissory notes or bills of exchange presented for payment within the period prescribed for presentation.
- ii. When making the payment mentioned in the preceding paragraph, the Bank may confirm whether the check, promissory note, or bill of exchange has been drawn (including requesting delivery of a document to that effect).
- iii. Withdrawals from the Current Account may be made by check.
- iv. When using promissory notes, bills of exchange or checks, lifting charge prescribed by the Bank will be charged to the Customer.

8. Forms for Checks, Promissory Notes, and Bills of Exchange

- i. The Customer is required to use the forms provided by the Bank when drawing checks on the Bank or promissory notes payable at the Depository Office.
- ii. When accepting bills of exchange payable at the Depository Office, the Customer is required to ascertain that the forms for such have been provided by financial institutions which are authorized to receive deposits.
- iii. The Bank will not honor any check, promissory note, or bill of exchange which does not comply with Article 8(i-ii).
- iv. Please notify the Bank immediately if a check, promissory note, or bill of exchange paid from the Current Account was not issued by you or there is reason to suspect that a check, promissory note, or bill of exchange has been tampered with.
- v. Upon request, the Bank will provide the Customer with a reasonable quantity of check, promissory note, and bill of exchange forms, at a price prescribed by the Bank.
- vi. Requests to return forms for checks, promissory notes, and bills of exchange paid from the Current Account shall not be made after three (3) months have passed from the date of such payment.
- vii. If the period mentioned in the preceding paragraph has passed, and upon your request, the Bank will provide a copy of such check, promissory note, or bill of exchange in accordance with the Bank's prescribed procedures, unless the deadline for retention of the copy set by the Bank has passed.

9. Payment Limits

- i. The Bank is not obligated to pay checks, promissory notes, or bills of exchange, etc., presented for payment in excess of the funds available for payment in the Current Account.
- ii. The Bank will not make any partial payments on checks, promissory notes, or bills of exchange.

- iii. Payment for checks, promissory notes, or bills of exchange presented will be made from the funds received for deposit in the Current Account no later than 15:00 hrs. on the day such documents are presented.

10. Choice of Payment

If the total amount of all checks, promissory notes, or bills of exchange, etc., received to be paid on the same business day exceeds the funds available for payment in the Current Account, then the Bank may select, at its sole discretion, on which instruments to make payments.

11. Excessive Drawing

- i. When the Bank, notwithstanding Article 9(i) of this Section III, has paid at its discretion a check, promissory note, or bill of exchange, etc., in excess of the funds available for payment, the Customer shall reimburse the Bank, immediately upon demand, for payment of the deficiency.
- ii. Damages resulting from the payment of the deficiency mentioned in the preceding paragraph shall be calculated at the rate of 14% per annum (on a per diem basis based on a 365-day year), pursuant to the method specified by the Bank.
- iii. Any funds received for deposit in the Current Account after the Bank has made a payment as provided for in Article 11(i) will be first allocated to reimburse the Bank for payment of the deficiency.
- iv. Should the Customer fail to reimburse the Bank as provided for in Article 11(i), or fail to pay damages as provided for in Article 11(ii), the Bank shall be entitled to set off all such claims at any time against any and all accounts or liabilities of the Bank to the Customer regardless of their maturities.
- v. As long as any liability to reimburse the Bank for payment of a deficiency as provided for in Article 11(i) is outstanding, all Instruments received by the Bank from the Customer for deposit in the Current Account shall be deemed to be assigned to the Bank as security for such reimbursement liability.

12. Debits for Bank Charges, etc.

- i. The Bank may at any time, without using checks, deduct funds from the Current Account to cover the interest on loans, discount charges, service fees, guarantee fees, expenses, and other similar charges owed to the Bank by the Customer.
- ii. For automatic payment of various charges, etc., from the Current Account, the Customer must follow the procedures prescribed by the Bank.
- iii. The funds received in the Current Account at or later than the time specified separately by the Bank will not be allocated for automatic payment of various charges on the same day.

13. Cashier's Checks

The Bank will not certify or guarantee any checks drawn by the Customer. Instead, the Bank will issue cashier's checks (in Japanese, 自己宛小切手 "*Jikoate-Kogitte*") upon request, deducting the amount of the cashier's checks from the Current Account.

14. Authenticity of Seal Impression, etc.

- i. The Bank is not responsible for any damages arising from forgery, alteration, or other wrongful acts in respect of checks, promissory notes, bills of exchange, or other items submitted to the Bank, so long as the Bank has verified with reasonable care the seal impression(s) or signature(s) appearing on such items (including seal impression(s) or signature(s) sent as images to the Bank as electromagnetic records) against the specimens filed with the Depository Office.
- ii. The provisions of the preceding paragraph shall apply mutatis mutandis to all damages that may result from imitation, alteration or misappropriation of check, promissory note, or bill of exchange forms used (including forms sent as images to the Bank as electromagnetic records), so long as the Bank has believed, with reasonable care, that the checks, promissory notes, or bills of exchange presented to it have been made on the proper forms mentioned in Article 8 of this Section III.
- iii. The provisions of Article 14(iii) shall also apply mutatis mutandis to any damages which result from the violation of the Master Terms of Business supplemented by this Japan Country Addendum, or any other directions issued by the Bank in regard to the use of Check, promissory note, and bill of exchange forms.

15. Checks, etc., with Blanks

- i. In drawing checks, promissory notes, or bills of exchange, or in accepting bills of exchange, the Customer is required to fill in all blanks as completely as possible, as required by law for the validity of such instruments. Notwithstanding any omissions, the Bank may pay without notifying the Customer:
  - a. checks, promissory notes, or bills of exchange payable on a fixed date which lack the drawing date; or
  - b. promissory notes or bills of exchange which lack the payee's name.
- ii. The Bank is not responsible for any damages that may result from any actions taken in accordance with the preceding paragraph.

16. Crossed Checks

- i. The Bank may pay the bearer of a crossed check that is presented for payment which bears on its reverse side the Customer's seal impression or signature as filed with the Depository Office.
- ii. The Bank is not responsible for any damages covered by Article 38, Paragraph 5 of the *Law on Cheques* of Japan which arise from any actions taken in accordance with the preceding paragraph. If, however, as a result of any such action the Bank is compelled to pay damages to a third party, the Bank shall be entitled to reimbursement from the Customer.

17. Inquiry Waived

- i. The Bank may pay any promissory note or bill of exchange without inquiring as to whether any necessary approval has been received, even if any act related to the promissory note or bill of exchange requires the approval of a board of directors or meeting of shareholders, or some other procedures of a similar type.
- ii. The Bank is not responsible for any damages that may result from any actions taken in accordance with the preceding paragraph.

18. Interest

The Bank will not pay any interest on credit balances in the Current Account.

19. Information on Balances

Upon request, the Bank will furnish the Customer with information on entries in or the balance of the Current Account in the manner specified by the Bank.

20. Clearing House Rules

- i. In addition to the terms of the Master Terms of Business supplemented by this Japan Country Addendum, Current Account transactions are also subject to the rules and regulations of the applicable Clearing House.
- ii. When the applicable Clearing House implements emergency measures due to unavoidable circumstances such as natural disasters or other local/national emergencies, then the Bank may take appropriate actions in accordance with these measures, such as paying promissory notes or bills of exchange presented for payment after the prescribed period for presentation has elapsed notwithstanding Article 7(i) of this Section III, by debiting the Current Account.
- iii. The Bank is not responsible for any damages that may result from any actions taken in accordance with the preceding paragraph.

## IV. ORDINARY DEPOSIT ACCOUNT TERMS

The following provisions shall apply only to the Ordinary Deposit Account.

1. Deposits and withdrawals

Deposits into and withdrawals from the Ordinary Deposit Account may be made at any other Bank's offices besides the Depository Office.

2. Items for Deposit.



- i. In addition to cash, the Bank will accept checks, promissory notes, bills of exchange, dividend warrants, and other immediately collectable instruments (hereinafter in this Section IV, referred to as "**Instruments**") for deposit in Ordinary Accounts.
- ii. Prior to depositing checks, promissory notes, or bills of exchange, the Customer is required to fill in all blanks and to provide all information which is required by law for the validity of such instruments. The Bank is not obligated to complete any incomplete form.
- iii. Before submitting any Instrument to the Bank for deposit, the Customer must endorse the Instrument and complete all other formalities necessary to render it ready for collection.
- iv. When receiving checks, promissory notes, or bills of exchange, the Bank will rely on and assume the amount as shown in the place specified for value to be correct, regardless of any other indications that may be shown elsewhere, whether in words or figures.
- v. All expenses, if any, relating to the collection of Instruments will be charged to the Customer in accordance with the Bank's collection fee schedule, which is posted at the Bank's offices.

### 3. Deposit of funds

- i. The Bank accepts the funds to be remitted to the Ordinary Deposit Account based on an instruction of remittance dispatched. However, The Bank may not accept the funds to be remitted to the Ordinary Deposit Account due to the status of the Ordinary Deposit Account.
- ii. Bank shall cancel the registration in the Ordinary Deposit Account Ledger of the receipt of remittance of proceeds if financial institution from which remittance notice is issued has noticed the Bank the cancellation of such remittance due to duplication of remittance or another.

### 4. Settlement and dishonor of received Instruments

- i. Collection of an Instrument shall be made by the Bank and the proceeds thereof shall not be available for withdrawal until the Bank has ascertained that the Instruments have been settled by verifying that they have not been returned within the prescribed period for returning dishonored Instruments. The expected date on which the proceeds thereof become available for withdrawal will be stated in the column of the bank book.
- ii. If/When received Instruments become dishonored, no deposit shall be made. In this case, the Bank will promptly notify the Customer to the registered address, reverse the relevant entry in the Ordinary Deposit Account Ledger, and return the Instruments to the Customer.
- iii. When the preceding paragraph applies, the Bank will take procedures to preserve the holder's rights in respect of a dishonored Instrument only if it has received a written request to do so.

### 5. Withdrawals

- i. For any withdrawal of funds from the Ordinary Deposit Account, the Customer shall fill in the withdrawal application form prescribed by the Bank, affixing thereto the Customer's name and the seal, the impression of which has been registered with the Bank (or the Customer's signature and code, if these have been registered with the Bank), and submit the same to the Bank together with the bank book.
- ii. In addition to the procedure specified in the preceding paragraph, the Bank may ask for certain personal identification documents prescribed by the Bank, in order to confirm that the applicant has valid authority to receive reimbursement, in which case, withdrawal will not be made until the confirmation is completed.
- iii. When the Customer desires that utility and other charges be automatically paid from the Ordinary Deposit Account when due, the Customer shall take procedures prescribed by the Bank in advance.
- iv. If multiple payments are to be made from the Ordinary Deposit Account on the same day, and the total amount of such payments exceeds the funds available for withdrawal in the Ordinary Deposit Account, the Bank may in its discretion select which payment(s) to be paid.
- v. Upon issuance of a bankbook, deed, contract or various cards for the Ordinary Deposit Account, the Bank may debit the prescribed fees from the Ordinary Deposit Account without presentation of the bank book or withdraw request form.

- vi. In principle, funds received in the Ordinary Deposit Account at or later than the time specified separately by the Bank will not be allocated for automatic payment of various charges, etc., on the same.

#### 6. Interest

- i. The Bank calculates the deposit interest according to the interest rate posted at the Bank's offices with the minimum denomination on which interest is calculated being one Yen (JPY1) only when the daily final balance (the amount of any Instruments deposited shall be excluded from the said balance until they are settled) is 1000 Yen (JPY1000) or more. Payment of interest calculated according to this paragraph shall be made and be incorporated into the deposit on the next Banking Day coming immediately after the third Saturday of each February and August every year. "**Banking Day**" means any day other than Saturday, Sunday, national holidays designated by National Holidays Act of Japan or any other relevant governmental ordinance, December 31, January 1, January 2, and January 3. The Bank may change the interest rate due to changes in financial circumstances, etc.
- ii. Notwithstanding the preceding paragraph of this Article, no interest shall accrue if the Customer's account is "**Ordinary Deposit Account for Settlement with No Interest**" (普通預金[決裁専用無利息型], *Futu-Yokin, Kessai-Senyou-Murisoku Gata*) .
- iii. To switch from Ordinary Deposit Account for Settlement with No Interest to Ordinary Deposit Account which accrue interest, the Customer shall follow the procedures prescribed by the Bank.
- iv. After the switching from Ordinary Deposit Account for Settlement with No Interest to Ordinary Deposit Account, interest shall be paid on the account pursuant to Article 6(i).

#### 7. Seal verification etc.

To the extent that the Bank shall have verified, exerting reasonable care, the seal impression (or signature and code, if these have been registered with the Bank ) appearing on a withdrawal application, notice to the Bank or any other documents with the specimen of the seal impression (or signature and code, if these have been registered with the Bank) registered with the Bank and treated such as genuine, the Bank shall not be responsible for any damage or loss arising from forgery, alteration or other trouble or accident with respect to such document. If the Customer is an individual, in the event that a withdrawal is unlawfully made by a third person by use of a stolen bank book, the Customer may make a claim to the Bank to compensate for damages incurred which shall be equivalent to the amount withdrawn from the Ordinary Deposit Account pursuant to the following Article.

#### 8. Withdrawals using stolen bankbook etc.

- i. If the Customer is an individual and unauthorized withdrawals using stolen bankbook (hereinafter referred to as "**the Withdrawals**" in this Article) falls under all of the following items, the Customer may request the Bank to compensate the amount equivalent to the Withdrawals, agreed interest and fees incidental thereto.
  - a. The Customer has given notice to the Bank immediately upon recognizing theft of the bankbook.
  - b. The Customer has provided the Bank with a sufficient explanation with regard to the Bank's investigation.
  - c. The Customer has notified the Bank that the Customer reported the theft to the investigating authorities or has presented to the Bank any other fact that implies the committing of the theft.
- ii. If compensation is claimed as set forth in the preceding paragraph, unless the Withdrawal was made intentionally by the Customer, the Bank shall compensate the amount equivalent to the amount of Withdrawals from the day that is 30 days prior to the date of notification to the Bank (if however, the Customer has proven that it was unable to inform the Bank for a certain period due to circumstances beyond their control, the Withdrawals for 30 days plus the period during which the unavoidable circumstances have continued) , and agreed interest and fees incidental thereto (hereinafter referred to as "**Amount Subject to Compensation**"), notwithstanding the provisions of the preceding paragraph. However, if the Bank proves that the Bank acted in good faith and without negligence and the Customer was negligent (other than gross negligence), the Bank shall compensate for three-quarters of the Amount Subject to Compensation.



- iii. The provisions of the preceding two paragraphs shall not apply in the event that the notice to the Bank specified in Article 8(i). is given 2 years after the date on which the bankbook was stolen (if the date on which the bankbook was stolen is unclear, it shall be the date on which withdrawal was made for the first time using the stolen bankbook).
- iv. Notwithstanding the provisions of Article 8(ii), the Bank shall not compensate if the Bank proves that either of the following items is satisfied:
  - a. The Bank is in good faith and without negligence in the Withdrawals and falls under any one of the following:
    - A) The Withdrawals were caused by the Customer's gross negligence.
    - B) The Withdrawals were made by the Customer's spouse, a relative of the Customer within the second degree of kinship, a relative of the Customer or other person living with the Customer, or a servant for housekeeping.
    - C) The Customer made a false explanation on important matters in explaining the damage to the Bank.
  - b. The bankbook was stolen by someone who took advantage of a severe social disorder due to war, riot, etc.
- v. If the Bank has reimbursed this deposit to the Customer, to the extent of the said reimbursed amount, compensation pursuant to Article 8(i). shall not be applicable. If the Customer received compensation for damages or the restitution of unjust enrichment from the person who carried out the Withdrawals, to the extent of the amount of the compensation or the restitution, compensation pursuant to Article 8(i) shall not be applicable.
- vi. If the Bank compensates pursuant to the provisions of Article 8(ii), the right to request reimbursement for this deposit shall be extinguished to the extent of the compensation amount.
- vii. If the Bank compensates pursuant to the provisions of Article 8(ii), the Bank shall, to the extent of the compensation amount, acquire the right of the depositor to request compensation for damages or restitution of unjust enrichment from the person who has carried out unauthorized withdrawals using stolen bankbook or other third parties.

#### 9. Cash card

- i. If a cash card (hereinafter referred to as "**Card**") is issued for the Ordinary Deposit Account, the Customer may inquire the balance and other transaction status of the Ordinary Deposit Account by using personal identification number for the Card registered with the Bank (hereinafter referred to as "**PIN**") in the manner prescribed by the Bank. In the event the Bank confirms that the PIN used upon such inquiry corresponds with that registered with the Bank, the Bank shall not be liable for any damages resulting from the unauthorized use of the PIN or any other accident.
- ii. If a Card is issued for the Ordinary Deposit Account, the Customer may apply for and use Mitsubishi UFJ Direct and other services, send notifications etc. via telephone, personal computer, etc. using the registered PIN of the Card. In addition, the Customer may send various notifications etc. via the "**TV Teller**" using the registered PIN of the Card. In the event the Bank confirms that the PIN used corresponds with that registered with the Bank, the Bank shall not be liable for any damages resulting from the unauthorized use of the PIN or any other accident.

#### 10. Setoff from the Customer in the event of insurable contingency

- i. The deposit in the Ordinary Deposit Account may be set off pursuant to the provisions of this Article in the event of an "**Insurable Contingency**" as defined in the Deposit Insurance Law. The same shall apply when deposit in the Ordinary Deposit Account is subject to a security interest by pledge, etc. as a collateral for the Customer's debt to the Bank, or as a collateral for guarantee obligation of the Customer with respect to third party's debt to the Bank.
- ii. The following procedure apply in the event of set-offs:
  - a. A setoff notice shall be made in writing and the Customer shall designate the order and manner by which the set-offs takes place when there are multiple numbers of liabilities to the Bank such as debt, place the registered seal on the bank book and submit it to the Bank. However, when there is any liability secured by the deposit in the Ordinary Deposit Account, the set-offs will be made against such liability first, or in case where the liability is

an obligation owed by third party to the Bank, against the Customer 's guarantee obligation first.

- b. In the absence of the designation of order and manner of set-offs prescribed in the preceding item, the set-offs shall be made in the order designated by the Bank.
    - c. If the designation of the order and manner of set-offs pursuant to the preceding item a. could hinder the preservation of the claims, the Bank may object without delay to such designation and designate the order and manner of set-offs in consideration of the security interest, guarantee and other conditions.
  - iii. The calculation of interest, discount fee, delay penalty etc., of the debt or other liabilities in the event of set-offs is effected shall be made for the period up until the date the setoff notice was received by the Bank, and the interest rate or discount rate, etc., prescribed by the Bank shall be applicable in such calculation. The Bank shall not be liable for the damages, etc. caused by prepayment of the debt or other liabilities.
  - iv. With respect to foreign exchange rate in the event of set-offs, the rate at the time of the calculation made by the Bank shall apply.
  - v. In the event of set-offs, If the procedure for prepayment of debt is otherwise provided, such provision shall prevail and apply. However, the set-offs may be effected even in the case where restrictions such as requiring the Bank's approval for prepayment of the debt exist.
11. Inactive Ordinary Deposit Account Maintenance fee (this Article applies only to the Ordinary Deposit Account opened on or after July 1,2021).
- i. If the Ordinary Deposit Account falls under conditions prescribed by the Bank such as the account has been inactive for a prescribed period, the Customer shall pay a prescribed inactive Ordinary Deposit Account Maintenance fee (hereinafter referred to as "**Inactive Account Maintenance Fee**"). Specific conditions and amount of the Inactive Account Maintenance Fee shall be published on the Bank's website.
  - ii. The Bank may debit the Inactive Account Maintenance Fee from the Ordinary Deposit Account without presentation of a bank book or a withdrawal request form on the prescribed payment date as set forth on the Bank's website.
  - iii. If full amount of the Inactive Account Maintenance Fee cannot be debited from the Ordinary Deposit Account due to reasons such as insufficient funds available for withdrawal in the Ordinary Deposit Account, the Bank may terminate the Ordinary Deposit Account by serving the notice to the Customer, after debiting the deposit balance from the Ordinary Deposit Account for payment of part of the Inactive Account Maintenance Fee.
  - iv. In the event the Ordinary Deposit Account is terminated pursuant to the provisions of the preceding paragraph, if there are any transactions directly related to the Ordinary Deposit Account such as automatic payment of utilities and other charges, such transactions shall also be terminated without notice to the Customer upon the termination of the Ordinary Deposit Account.
  - v. In the event of termination of any transactions in which a card has been issued pursuant to the provisions of preceding two (2) paragraphs, the Customer shall return such card to the Bank, or cut up the magnetic stripe and the IC chip portion of such card, and then dispose of it.
  - vi. Any portion of the Inactive Account Maintenance Fee which the Bank has already received shall not be refunded.
  - vii. The Bank may change the matters stipulated in this Article such as specific conditions and amount of the Inactive Account Maintenance Fee by publishing such change on the Bank's website for a considerable period in advance.
12. Paper Bank Book Usage Fee (this Article applies only to the Ordinary Deposit Account opened on or after April 1,2022).
- i. If the Customer desires a paper bank book (including the case where the Customer resumes a paper bank book pursuant to the provisions of Article12 (iii) below), the Customer shall pay a paper bank book usage fee prescribed by the Bank (hereinafter referred to as "**Paper Bank Book Usage Fee**"). In such case, the Bank may debit the Paper Bank Book Usage Fee from the Ordinary Deposit Account without presentation of a bank book or a withdrawal request form. If payment of such Paper Bank Book Usage Fee and automatic payment of other products and services are to be made by

debiting from the Ordinary Deposit Account on the same day, the Bank may in its discretion to select which payment(s) to be made first.

- ii. The Paper Bank Book Usage Fee may not be charged to the Customer when fee exemption conditions prescribed by the Bank are met.
  - iii. If the Customer is using a paper bank book, but full amount of the Paper Bank Book Usage Fee cannot be debited due to reasons such as insufficient funds available for withdrawal in the Ordinary Deposit Account, the Bank shall be entitled to suspend the use of the paper bank book without obtaining the consent of the Customer after debiting the full deposit balance from the Ordinary Deposit Account pursuant to the provisions of Article 12 (i) (such suspended account hereinafter referred to as "**Suspended-Bank Book Account**"). However, the Customer may resume the use of the paper bank book by following the procedures prescribed by the Bank if the Customer desires to do so. If the Customer has lost the paper bank book, the Customer shall pay the bank book reissuance fee prescribed by the Bank.
13. **Suspended-Bank Book Account** (this Article applies only to the Ordinary Deposit Account opened on or after April 1, 2022).
- i. The account statements will not be periodically sent to the Customer via mail or other means for the deposit in the Suspended-Bank Book Account.
  - ii. For any withdrawal of funds from the Suspended-Bank Book Account or termination of such account at the Bank's offices, the Customer shall (a) fill in the withdrawal application form prescribed by the Bank affixing thereto the Customer's name and the seal, the impression of which has been registered with the Bank (or the Customer's signature which has been registered with the Bank) and submit the same to the Bank together with personal identification documents to prove the Customer's identity prescribed by the Bank, or (b) submit the cash card for such account to the Bank together with personal identification documents to prove the Customer's identity prescribed by the Bank. However, in the case where the Bank has verified the Customer's identity by the method prescribed in the Terms and Conditions for Cash Card, Terms and Conditions for IC Cash Card, or Terms and Conditions for Cash Card (for Corporates) (hereinafter collectively referred to as "**Cash Card Terms and Conditions**"), the Bank may accept a request for withdrawal of funds from the Suspended-Bankbook Account or termination of such account without following the aforementioned procedures, and the Bank's liability for damages that may result from such actions shall be subject to the Cash Card Terms and Conditions.
  - iii. The Customer shall keep the bank book and the registered seal of the Suspended Bank Book Account properly to prevent them being utilized by any third party.
  - iv. In addition to the procedures specified in Article 13(ii), the Bank may ask for certain personal identification documents prescribed by the Bank, in order to confirm that the applicant has valid authority to receive reimbursement or terminate the account, in which case, transaction will not be conducted until the confirmation is completed.
  - v. In addition to the circumstances set out in Article 13(ii), if the Customer wishes to conduct transactions under the Suspended-Bank Book Account that require a bank book pursuant to the provisions set forth in any applicable terms and conditions for such transactions, the Customer shall conduct such transactions using the registered PIN of the Card, affixing the Customer's registered seal, or using other methods prescribed by the Bank, instead of submitting the bank book.

## V. TERMINATION

### 1. Termination

- i. Accounts may be terminated at any time at the discretion of either party. Notice of termination by the Customer shall be in written form as prescribed by the Bank. In the case of the Ordinary Deposit Account, the Customer shall submit its bank book to the Bank along with its termination notice. If the Account falls under any of the categories in any of the items listed in this Article 1(i)(a-g), the Bank may suspend transactions under the Account, or after serving the notice to the Customer, terminate the Account. If the Bank terminates the Account with the notice, the Account shall be deemed to have been terminated when the Bank dispatches the termination notice to the Customer's name and address filed by the Customer with the Bank, regardless of whether the notice reaches the Customer.

- a. It becomes clear that the Account holder does not exist, or that the Account was opened without the intention of the Account holder.
  - b. The Customer violates Article 6 of Section II of this Japan Country Addendum.
  - c. The deposit in the Account is utilized or at risk of being utilized for an act that violates laws and regulations or the public policy of decency in Japan and overseas.
  - d. The information confirmed in the process of customer identification set forth by laws, as well as the information confirmed and documents submitted in response to a notice from the Bank or other requests set forth in Article 7(i) of Section II of this Japan Country Addendum is false.
  - e. The Bank deems that the deposit is utilized or at risk of being utilized for money laundering, terrorist financing or a transaction that violates sanctions, thereby determining that the Bank must terminate the Account to prevent these activities.
  - f. Any of the conditions relating to restrictions of transactions under the Account, etc. set forth in Article 7(i-iii) of Section II of this Japan Country Addendum has not been resolved for one (1) year or more.
  - g. The Customer does not respond to any inquiry from the Bank without justifiable reason despite the fact that the Customer is suspected of falling under any of the categories in this Article 1(i)(a-f).
- ii. In addition to the circumstances set out in the preceding paragraph, if the Customer falls under any of the categories in any of the following Items and if the Bank determines it inappropriate for the Bank to continue transactions with the Customer, the Bank may suspend transactions under the Account or, after serving the notice to the Customer, terminate the Account. The termination of the Account is valid at the point of which the Bank dispatches the notice to the Customer's name and address filed by the Customer with the Bank, regardless of whether the notice reaches the Customer. The Bank shall not be liable for any damages incurred by the Customer, but the Customer shall be liable for the damages incurred by the Bank, due to such termination.
- a. In case that any of the representations and covenants made by the Customer at the time of application for the opening of the Account is found to be false.
  - b. In case that it has been found that the Customer falls under any of the organized crime syndicate, its member, its ex-member who left the syndicate as recent as no more than five (5) years ago, quasi-member of any such syndicate, entity affiliated with any such syndicate, corporate racketeer (*sokaiya*), blackmailer camouflaged as social movement activist or organized crime syndicate specialized in intellectual crimes, and any entity or individual similar to any of the above (collectively, "**Member, etc. of Criminal Syndicate**"), or any of the following:
    - A) for the Customer to have a relationship in which its business is deemed to be controlled by the Member, etc. of Criminal Syndicate
    - B) for the Customer to have a relationship in which it is deemed to involve the Member, etc. of Criminal Syndicate in the management of the Customer's business in substance
    - C) for the Customer to have a relationship in which it is deemed that the Customer utilizes the Member, etc. of Criminal Syndicate unlawfully such as to implement its own unlawful interest of, or to inflict damages to, any third party
    - D) for the Customer to have a relationship which it is deemed that it is affiliated with the Member, etc. of Criminal Syndicate by way of provision of fund or other interests.
    - E) for an officer or other person engaged in substance in the management of business of the Customer to have a socially reproachful relationship with the Member, etc. of Criminal Syndicate.
  - c. In case that the Customer, by itself or by utilizing any third party, commits any of the following acts:
    - A) to make a threatening demand

- B) to make an unlawful demand
  - C) to utilize a threatening speech or behavior or illegal force in relation with any transaction
  - D) to injure the reputation or interfere with the business, of the Bank by distributing a false rumor or through fraudulent means or unlawful influence
  - E) to implement an act similar to any of the acts stipulated in A) to D) above.
- iii. In the case of the Current Account, if the Bank terminates the Current Account in accordance with the rules and regulations of a Clearing House demanding the suspension of transactions with the Customer that termination shall take effect immediately upon dispatch of the Bank's termination notice, regardless of whether the notice reaches the Customer.
  - iv. In the case of the Ordinary Deposit Account, if the Account is not used by the Customer for a certain period of time which the Bank specifies separately hereof, and concurrently, the deposit thereof does not exceed a certain amount, the Bank may suspend the Account transaction.
  - v. In the case of the Ordinary Deposit Account, if the Account is terminated pursuant to this Article 1(i) and there is remaining account balance, or if the Account transaction has been suspended and you are requesting the release of such suspension, you shall apply to the Bank with your bank book and registered seal. In such cases, the Bank may require certain time for processing the request and may also ask for a guarantor and/or to submit necessary documents. If the Account transaction is suspended pursuant to this Article 1(iv), suspension may be released when the Bank verify personal identification by confirming identification documents required by the Bank at the counter of the Bank or otherwise.
2. Post-Termination Procedure
- i. Once the Current Account has been terminated, the Bank is not responsible for payment of checks or promissory notes drawn by the Customer or bills of exchange accepted by the Customer prior to the termination.
  - ii. Once the Current Account has been terminated, the Customer shall immediately return all unused check, promissory note, and bill of exchange forms to the Depository Office and at the same time settle the Current Account.

## VI. GOVERNING LAW; DISPUTE RESOLUTION

- 1. Governing Law. The rights and obligations of Customer and the Bank in respect of each Service and Account maintained in Japan shall be governed by and construed in accordance with the laws of Japan (without regard to its conflict of laws rules).
- 2. Venue. Each of the Customer and the Bank irrevocably and unconditionally submits to the exclusive jurisdiction of the Tokyo District Court in the first instance over any action, suit, proceeding, claim or controversy arising out of the Master Terms of Business.

## VII. ADDITIONAL TERMS

- 1. Language. The Bank and the Customer confirm that all documents (except for the Master Terms of Business and this Japan Country Addendum), notices, and communication related to the Account maintained in Japan shall be drawn up in Japanese language only, unless otherwise instructed by the Bank.
- 2. Amendments. The Bank reserves the right to amend the Master Terms of Business and this Japan Country Addendum by publishing such amendments at the Bank's offices or by other reasonable means where there are reasonable grounds such as changes in financial markets. Such amendments shall take effect after the expiry of the period defined in the published announcements.
- 3. Exceptions to Application of the Master Terms of Business. The following Articles of Master Terms of Business are not applicable to any Services and Accounts maintained in Japan:

### XII. Termination

Notwithstanding Section VI, Article 1 of the Master Terms of Business, the Bank may elect not to receive an Electronic Communication from the Customer and elect to request the Customer to submit such communication in written form to the Bank.

The Account Statement that is referred to in Section VII, Article 1 of the Master Terms of Business shall include the bank book for the Ordinary Deposit Account. The Customer having an Ordinary Deposit Account shall be responsible for updating its bank book and verifying those updates.