# Collected Terms and Conditions for Transactions As of January 4, 2022 The Tokyo Star Bank, Limited

Exclusion of Anti-Social Forces······

Non-Resident JPY Ordinary Deposit Account Terms·····4

\* "Star One Comprehensive Transaction Terms" apply to Star One Account transactions.

#### **Exclusion of Anti-Social Forces**

## 1. (Rejection of Transactions with Anti-Social Forces)

These terms apply to transactions using the following account types; comprehensive accounts, ordinary deposit accounts, ordinary deposit accounts [for settlements], savings deposit accounts, tax reserve deposit accounts, notice deposit accounts (certificate format), notice deposit accounts (passbook format), unrestricted interest-bearing term deposit accounts [M-type], unrestricted interest-bearing term deposit accounts [M-type] (compound interest type), unrestricted interest-bearing term deposit accounts, fureai fixed-term deposit accounts, non-resident JPY ordinary deposit accounts, non-resident ordinary JPY term deposit accounts, foreign currency term deposit accounts, asset formation deposit accounts, asset formation deposit accounts for pension, asset formation deposit accounts for housing (collectively, "deposit account transactions"), and each deposit account transaction is subject to specific terms, referred to herein as "Specific Deposit Account Terms". Deposit account transactions can be used if they do not fall under any of the items in Article 2 hereof. However, if they fall under any of the items of said article, the Bank shall refuse to open an account for the deposit account transactions.

#### 2. (Termination, etc.)

In addition to the provisions of the Specific Deposit Account Terms, if any of the following items apply and it is deemed inappropriate to continue transactions with the depositor, the Tokyo Star Bank, Limited (the "Bank") may suspend all or part of the deposit account transactions, or terminate all or part of the deposit account transactions by notifying the depositor. Regardless of the delivery status of the termination notice, when the Bank dispatches the notification to the notified name and address, the account shall be terminated, and the Bank shall not be held responsible for any damages incurred as a result of the termination. In the event that the Bank incurs damage as a result of the termination, the depositor shall pay compensation to the Bank for the amount of such damage.

(1) If it is found that the depositor made a false representation or undertaking in its

- application at the time of opening the account.
- (2) If it is found that the depositor is an organized crime group, a member of an organized crime group, a person for whom five years has not passed since ceasing to be a member of an organized crime group, an associate member of an organized crime group, a company, etc. related to an organized crime group, a corporate extortionist (soukaiya tou), a corporate extortionist acting in the name of a social movement (shakaiundou tou hyoubou goro), an organized crime group that utilizes specialized knowledge (tokushu chinou bouryoku shudan tou ), or a person equivalent to the foregoing (collectively hereinafter, "Anti-Social Forces, etc."), or it is found that the depositor falls under one of the following:
  - ① having a relationship through which its management may be regarded as under the control of Anti-Social Forces, etc.
  - 2 having a relationship through which it may be regarded that Anti-Social Forces, etc. are substantially involved in its management.
  - 3 having a relationship where it may be regarded that the depositor is improperly using Anti-Social Forces, etc. for the depositor (individual or corporate) or a third party unjustly, e.g. for the purpose of pursuing illicit gains or causing harm to third parties.
  - having a relationship through which it may be regarded as involved in Anti-social Forces, etc., through such means as providing funds, etc. or convenience to Antisocial Forces, etc.
  - (5) having a relationship through which it may be regarded that any of its officers or persons substantially involved in its management has a socially condemnable relationship with Anti-Social Forces, etc.
- (3) If the depositor engages in any of the following acts itself (individual or corporate) or using a third party:
  - Engaging in violent demands.
  - ② Engaging in improper demands exceeding legal responsibilities.
  - 3 Engaging in behavior involving intimidating speech or actions or using violence in relation to transactions.
  - ④ Engaging in behavior that damages the Bank's credibility by spreading rumors, using fraudulent means, or employing or threatening force, or obstructing the Bank's business.
  - ⑤ Engaging in other acts that are equivalent to the above.

# 3. (Applicability to deposit account transactions)

(1) if there is a balance remaining after the termination of deposit account transactions pursuant to the preceding article, or if a request is made to lift a suspension on deposit account transactions, please submit your passbook or certificate (except in the case of

- transactions for which no passbook or certificate has been issued) to the transaction branch. In such case, the Bank may require the submission of necessary documents, etc. or the provision of a guarantor after a reasonable period.
- (2) If there are any amounts that remain payable under loans after the termination of comprehensive account transactions pursuant to the preceding article, please make the necessary payment. In such case, the Bank may conduct a set-off etc. based on Article 13 of the Comprehensive Account Transaction Terms. If, after such set-off etc. of the collateral of said loan amounts, there is still a remaining deposit account balance, it shall be handled in accordance with the preceding paragraph. Additionally, when an ordinary deposit account is terminated pursuant to the preceding article, the comprehensive account transaction shall also be terminated automatically.
- (3) In the case of the termination of a tax reserve deposit account pursuant to the preceding Article, the interest for the interest calculation period in which the termination date falls shall be determined based on Article 6, Paragraph 2 of the Tax Reserve Deposit Account Terms.
- (4) In the case of the termination of a notice deposit account pursuant to the preceding article, regardless of the payment period specified in the Notice Deposit Account Terms (passbook or certificate format), the Bank may terminate the account. The interest shall be determined based on the interest provisions of the Notice Deposit Account Terms.
- (5) In the case of the termination of a term deposit account or a asset formation deposit account pursuant to the preceding article, regardless of the provisions of each term deposit account or asset formation deposit account (including (i) asset formation deposit account for pension, and (ii) asset formation deposit account for housing), the Bank may terminate the deposit account transaction even before the maturity date. The interest shall be calculated based on the agreed interest rate, regardless of the interest provisions of the term deposit account or the asset formation deposit account.

#### 4. (Revision of these Terms)

The Bank may, as necessary, modify any provision of these Terms, or any other terms pertaining to deposit account transactions based on the provisions of Article 548-4 of the Commercial Code. In such cases, the Bank shall notify the changes through publication on the Bank's website or other appropriate methods to ensure public awareness. The revised terms shall apply from the date specified in the publication or other notifications.

Please note that the latest version of these Terms will be posted on the Bank's website, so please check it as needed. Additionally, you can request a copy of these Terms at the Bank's branches or through telephone banking.

End

## **Non-Resident JPY Ordinary Deposit Account Terms**

# 1. (Scope of Handling Offices)

The Non-Resident JPY Ordinary Deposit Account ("this Deposit Account") is an ordinary deposit account available only to non-residents (corporations/individuals), and it is handled at our head office. However, if approved by the Tokyo Star Bank, Limited (the "Bank"), it may also be handled at other branches (hereinafter, our head office branch and other branches are together referred to as "Transaction Branches").

## 2. (Acceptance of Deposits)

This Deposit Account accepts cash deposits and transfers from other accounts.

## 3. (Acceptance of Funds Transfers)

- (1) This Deposit Account accepts funds transfers through foreign exchange.
- (2) Regarding funds transfers to this Deposit Account, if there is a cancellation notice due to duplicate or erroneous transmission from the remitting financial institution, etc., the entry of the funds will be cancelled.

# 4. (Withdrawal from Deposit Account)

- (1) When requesting a withdrawal from this Deposit Account, please submit a withdrawal request form designated by the Bank and affix (i) your bank seal and name or (ii) signature as required.
- (2) In the cases referred to in the preceding paragraph, the Bank may, when it deems necessary, request procedures such as the presentation of identification documents etc., to confirm that you are duly authorized to receive the withdrawal from this Deposit Account. In such cases, the withdrawal will not be processed until the confirmation is complete.
- (3) Use the designated form (withdrawal request form) provided by the Bank for any transactions related to this Deposit Account.
- (4) Automatic payment of various bills and charges utilizing this Deposit Account can only be processed if authorized by the Bank. In such cases, please complete in advance the procedures designated by the Bank.
- (5) In the case of multiple payments on the same day where the total amount exceeds the deposit balance, the Bank may, at its discretion, determine which payment(s) will be processed.

#### 5. (Interest)

The interest on this Deposit Account is calculated based on units of 100 yen, for the final daily balance, provided that the daily end-of-day balance is 1,000 yen or more, and then credited to this Deposit Account on the date in February and August every year prescribed by the Bank, using the daily ordinary-deposit-account interest rate displayed at the Bank's counter. The interest rate is subject to change according to the financial situation.

# 6. (Changes in Notified Matters)

- (1) If you have lost the bank seal, or there are changes in the seal, name, address, or any other notified matters, please immediately notify the Transaction Branch in writing. The Bank shall not be responsible for any damages that occur prior to this notification.
- (2) In the event of loss of the bank seal, the withdrawal or termination of this Deposit Account will be processed after completing the Bank's designated procedures. In this case, there may be a waiting period and the Bank may require guarantor(s).

## 7. (Verification of Seal Impression, etc.)

When processing withdrawal request forms, various notifications, and other documents, the seal impression (or signature) used on those documents shall be carefully verified against the bank seal (or signature). Once they are determined to be consistent and without discrepancies, the Bank shall handle them accordingly. In the event of forgery, alteration, or any other incidents related to those documents, the Bank shall not be held responsible for any damages incurred as a result.

# 8. (Prohibition of Transfer, Pledge, etc.)

- (1) The rights pertaining to this deposit account, the contractual status of this deposit account, and any and all other rights related to this transaction cannot be transferred, pledged, or encumbered by third-party rights, nor can they be used by third parties.
- (2) If the Bank deems it necessary and approves a pledge due to unavoidable circumstances, it will be carried out in accordance with the Bank's prescribed format.

## 9. (Restrictions on Transactions, etc.)

- (1) In order to properly manage depositor information and specific transaction details, the Bank may specify deadlines for submitting various confirmations and documents. If no response is received by the specified deadline without valid reasons, the bank may restrict certain transactions, such as deposits or withdrawals, based on these provisions.
- (2) In response to the requests for various confirmations and document submissions mentioned in the preceding paragraph, taking into consideration the depositor's responses, specific transaction details, explanations provided by the depositor, and other relevant factors, if the Bank determines that there is a risk of violating anti-money laundering laws, counter-terrorism financing regulations, or economic sanction-related laws, it may restrict certain transactions, such as deposits or withdrawals, based on these Terms.
- (3) Regarding the restrictions on any of the transactions mentioned in the previous two paragraphs, if the Bank determines, based on explanations or other information provided by the depositor, that there is a reasonable ground that the risk of violating anti-money laundering laws, counter-terrorism financing regulations, or economic sanction-related laws has been resolved, the Bank will promptly lift the restrictions on transactions based on the preceding two paragraphs.

## 10. (Termination, etc.)

- (1) Please inform the Transaction Branch if you wish to terminate this Deposit Account.
- (2) If any of the following apply, the Bank may suspend the deposit account transaction or may, by notifying the depositor, terminate this Deposit Account. In the case of termination through notification, regardless of whether the notification reaches the addressee, it will be considered terminated when the Bank dispatches the termination notice to the notified name and address.
  - ① If it becomes evident that the account holder for this Deposit Account does not exist, or if it becomes evident that the account was opened without the consent of the account holder.
  - ② If the depositor of this Deposit Account violates Article 8, Paragraph 1 hereof.
  - ③ If it is reasonably determined that this Deposit Account is being used for transactions that involve money laundering, terrorist financing, that are against economic sanctions-related laws and regulations, or if there is a reasonable possibility thereof.
  - ④ If it is determined that this Deposit Account is being used, or there is a reasonable possibility of it being used, for activities that violate laws, regulations, or public policy.
- (3) If this Deposit Account remains unused by the depositor for a certain period as determined separately by the Bank and the balance does not exceed a certain amount, the Bank may suspend the deposit account transactions or may, by notifying the depositor, terminate this Deposit Account. The same applies in cases where such suspensions or terminations are permitted or required based on laws and regulations.
- (4) If this Deposit Account is terminated pursuant to the preceding two paragraphs, and there is a remaining balance, or if the deposit account transaction is suspended and you wish to have it reinstated, please contact the Transaction Branch. In such cases, the Bank may require the submission of necessary documents, etc. or the provision of guarantor(s) after a reasonable period of time.

#### 11. (Notices, etc.)

If the Bank has dispatched notification or document to the notified name and address, even if they are delayed or do not arrive, they will be considered as having arrived at the normal time of delivery.

#### 12. (Set-Off by Depositors upon an Insured Event)

- (1) Upon the occurrence of an insured event as defined by the Deposit Insurance Act with respect to the Bank, this Deposit Account may be set-off in accordance with the provisions of each paragraph of this Article. Furthermore, if a security interest such as a pledge is established to secure the depositor's debt to the Bank or to secure the depositor's guarantee for a third party's debt to the Bank, the same treatment shall apply.
- (2) The procedures for set-off shall be as follows.

- ① Notice of set-off shall be provided in writing, and in cases where there are multiple debts such as borrowings, etc., the method of appropriation shall be specified. Please complete the designated withdrawal request form provided by the Bank, affixing the depositor's bank seal and name (or signature) and immediately submit it to the Bank. However, if there are debts secured by this Deposit Account, this Deposit Account shall be first setoff against such debts (or, if the said debt is a debt owed by a third-party to the Bank, the depositor's guarantee obligation thereto).
- ② In the absence of specified appropriation as mentioned in the preceding item, the appropriation shall be made according to the order and method designated by the Bank.
- ③ If there is a risk of jeopardizing the preservation of claims due to the appropriation mentioned in item 1, the Bank may promptly raise an objection and, taking into account the status of collateral and guarantees, specify the order and method.
- (3) Regarding the calculation of interest, discount fees, and late payment damages for debts to be set-off, the period shall be considered until the day the set-off notice reaches the Bank. The interest rate and fee rate shall be determined by the Bank. Furthermore, the treatment of damages arising from early repayment of borrowings and other matters shall be determined by the Bank.
- (4) In cases where there are separate provisions related to set-off regarding procedures for early repayment of borrowings and other matters, such provisions shall apply. However, even if there are restrictions, such as requirement for the Bank's approval for early repayment of borrowings and other matters, set-off shall still be permitted.

#### 13. (Transaction Statements)

Passbooks and certificates will not be issued for this Deposit Account. Accordingly, transaction statements will be issued for the purpose of recording transactions.

#### 14. (Deposit Insurance)

This Deposit Account is subject to deposit insurance, and the types of deposits, amounts, and other matters covered by deposit insurance shall be determined in accordance with the Deposit Insurance Act (Law No. 34 of April 1, 1971).

#### **15.** (Notification Regarding the Adult Guardianship System)

- (1) In the event that assistance, curatorship or guardianship is initiated by a family court decision, please promptly provide a written notification including the name and other necessary information of the adult guardian or other relevant parties. Similarly, in the event that assistance, curatorship or guardianship is initiated as to the depositor's adult guardian, etc. by a family court decision, please also provide the necessary notification in writing.
- (2) In the event that the appointment of a supervisor of a voluntarily appointed guardian is made by a family court decision, please promptly provide a written notification including

the name of the voluntarily appointed guardian and other necessary information.

- (3) Even if you have already received a decision for assistance, curatorship or guardianship, or if the appointment of a supervisor of a voluntarily appointed guardian has been made, please provide the necessary notification as stated in (1) and (2) above.
- (4) If there are any cancellations, changes, or other modifications to the previously notified information in the preceding three paragraphs, please promptly provide the necessary information in writing.
- (5) The Bank shall not be held responsible for any damages incurred prior to the notifications mentioned in the preceding four paragraphs.

# **16.** (Compliance with Laws and Regulations)

The depositor shall comply with the laws and regulations of Japan regarding non-resident yen deposits and all transactions related to this Deposit Account. In the event that the Bank incurs damages due to changes in such laws and regulations, the depositor shall compensate for said damages.

## 17. (Governing Law and Jurisdiction)

- (1) These Terms shall be governed by, and interpreted in accordance with, the laws of Japan.
- (2) In the event that litigation is necessary regarding transactions based on these Terms, the depositor agrees that the competent court shall be the court with jurisdiction over the location of the Bank's head office.

#### 18. (Revision of these Terms)

The Bank may, as necessary, modify any provision of these Terms, or any other terms pertaining to this Deposit Account based on the provisions of Article 548-4 of the Commercial Code. In such cases, the Bank shall notify the changes through publication on the Bank's website or other appropriate methods to ensure public awareness. The revised terms shall apply from the date specified in the publication or other notifications.

Please note that the latest version of these Terms will be posted on the Bank's website, so please check it as needed. Additionally, you can request a copy of these Terms at the Bank's branches or through telephone banking.

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