

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

### **1. (Scope of Handling Offices)**

The Non-Resident JPY Time 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)**

- (1) This Deposit Account accepts cash deposits and transfers only from Non-Resident JPY ordinary deposits.
- (2) The minimum deposit amount shall be 100,000 yen or more.

### **3. (Deposit Payment Timing, etc.)**

The term of this Deposit Account shall be 1 month, 3 months, 6 months or 1 year, and the withdrawal payment shall be made on a date that may be selected, which shall be on or after the date of expiry of the relevant term corresponding to the date of deposit. However, in the case of automatic renewal Non-Resident JPY Time Deposits, this withdrawal payment provision only applies if a request to suspend the automatic renewal has been made.

### **4. (Automatic Renewal)**

- (1) If this Deposit Account is an automatic renewal Non-Resident JPY Time Deposit, in accordance with the special provisions for automatic renewal, this Deposit Account will automatically be renewed as an automatic renewal Non-Resident JPY Time Deposit for the same term. The same shall apply to the renewed deposit.
- (2) The interest rate for this Deposit Account after renewal shall be the interest rate prescribed by the Bank on the date of the renewal.
- (3) If you wish to suspend the automatic renewal, please notify the Bank to that effect by the maturity date. If this request has been made, this deposit, together with the interest, shall be transferred to a Non-Resident JPY Ordinary Deposit Account.

### **5. (Termination of the Deposit)**

- (1) When requesting a termination of 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) Use the designated form (withdrawal request form) provided by the Bank for any transactions related to this Deposit Account.
- (3) The principal of this Deposit Account, together with the interest, will be transferred to Non-Resident JPY Ordinary Deposit Account.

### **6. (Interest)**

The interest on this Deposit Account accrues for each unit of the fractional currency, and is calculated for the actual number of days based on a 365-day year, using the interest rate

posted by the Bank at the time of the deposit and the number of days from the date of the deposit until the date before the maturity date, and shall be paid in a lump-sum on the maturity date and transferred to a Non-Resident JPY Ordinary Deposit Account. However, if the time deposit is to be renewed, the interest can also be credited to the principal of the time deposit after renewal.

## **7. (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).

## **8. (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.

## **9. (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.

## **10. (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.

#### **11. (Termination Before the Maturity Date, etc.)**

- (1) In principle, termination before the maturity date is not available for this Deposit Account. In exceptional cases, where the Bank determines that it is unavoidable and provides for termination before the maturity date, the applicable interest rate from the deposit date until the termination date will be the interest rate for the JPY ordinary deposit.
- (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 9, 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.

## 12. (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.

## 13. (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.

## 14. (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.

**15. (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).

**16. (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.

**17. (Compliance with Laws and Regulations)**

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

**18. (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.

**19. (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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