

**Applicant (the signer of the loan contract), Joint Guarantor (hereinafter referred to as "the Guarantor") and Collateral Provider(s) have read and agreed to the following articles regarding the handling of personal information and wish to apply for a housing loan (all relative agreements inclusive; "the Application" hereinafter) with Shinsei Bank Limited ("the Bank" hereinafter). The Applicant and the Guarantor (referred collectively as "the Applicant Party" hereinafter) and the Collateral Provider (s) have also read and agree to the "Agreement on the Handling of Personal Information", "Agreement on Anti-Social Forces" and "Confirmation on PowerFlex Account".**

#### Article 1 – Agreement on the Collection and Use of Personal Information

1. The Applicant Party and the Collateral Provider(s) authorize the Bank to collect and use the personal information outlined below with respect to the application and its corresponding loan contract ("the Contract" hereinafter), opening a PowerFlex account, and continuous transactions; to the extent required for the fulfillment of the following purposes of use, in connection with the financial products and services of the Bank and its subsidiaries and affiliated companies, pursuant to the Personal Information Protection Act (Law No.57 of May 30, 2003). The outlined personal information below includes all information collected before and after the Application (any changes inclusive), will be referred hereinafter as the "Personal Information" and will be collected with protective measures in respect to the Personal Information Protection Act (Law No.57 of May 30, 2003).

##### [Personal Information]

- Attributes such as name, age, date of birth, address, telephone number, work contact details, family structure and living conditions that the Applicant Party and the Collateral Provider(s) have declared on the Bank's application form (all and any information notified by the Applicant Party and the Collateral Provider(s) after concluding the Contract inclusive);
- Information of the Contract, such as type of contract, date of application, date of contract, amount of contract, property type and details, number of payments, method of payment, monthly payment, etc.;
- Transaction information outlined in the Contract such as outstanding balance following the commencement of the loan, repayment status and history, etc.; and,
- Determinations in repayment ability, such as annual income declared by the Applicant Party (household income inclusive), assets, liabilities, transaction and debt histories with other financial institutions collected by the Bank, etc.

##### [Operations Conducted by the Bank]

- Deposit, domestic exchange, money exchange, loan, foreign exchange and any incidental business thereto;
- Any business which banks are permitted to conduct under law such as investment trust sales, insurance sales, stock-broking, trust and bonds and any incidental business thereto; and,
- Any other business which banks are permitted to conduct and any incidental business thereto (including business which banks will be permitted to conduct in the future).

##### [Purpose of Use of Personal Information]

1. Acceptance of applications for financial products and services such as opening of accounts for various financial products;
  2. Confirmation of the identity of customer under the Act on Prevention of Transfer of Criminal Proceeds or confirmation of the eligibility of customers for financial services;
  3. Management of continuous transactions such as control of due dates for deposit and loan transactions;
  4. Determination in loan application and continuance of loan;
  5. Judgment on the appropriateness of financial products and services in light of the principle of suitability, etc.;
  6. Provide information to third parties such as the Bank's affiliated Personal Credit Information Institutions, as deemed necessary in order to conduct appropriate business decisions upon credit approval process;
  7. Appropriate performance of entrusted operations where the whole or any part of the handling of personal information is entrusted to the Bank by other entities;
  8. Exercise of right and performance of obligations prescribed in contracts (contracts between the Bank and customers and contracts directly or indirectly connected to the Bank's operations) and relevant laws;
  9. Research and development of financial products and services through market research, data analyses and questionnaires;
  10. Offering of various information on the financial products and services of the Bank such as dispatch of notices through direct mail;
  11. Offering of various information on the products and services of affiliated companies;
  12. Termination of various transactions and post-termination management; and,
  13. Any other purposes for the appropriate and smooth performance of the financial products and services offered by the Bank.
- In case the purpose of use of specific personal information is separately determined by relevant laws, all personal information shall not be used for any purpose other than this application. Pursuant to the Enforcement Regulations of the Banking Act Article 13-6-6 and so forth, any information collected, from Personal Credit Information Institutions, concerning the debt-paying ability of the customer who is in need of funds shall not be used for any purpose other than to examine the debt-paying ability of such customer nor be provided to any third party. In addition, pursuant to the Enforcement Regulations of the Banking Act Article 13-6-7 and so forth, information which is not open to the public, such as information on race, belief, family origin, registered domicile, healthcare record or criminal record and so on, shall not be used for any purpose other than those deemed necessary for the appropriate management of operations or otherwise nor be provided to any third party.
2. The Applicant Party and the Collateral Provider(s) authorize the Bank to confirm the Applicant Party and the Collateral Provider(s)'s identification as a party to the Contract, by referring to such as driver's license, passport and any relative identification documents (including photocopies). The Applicant Party and the Collateral Provider(s) will also agree if and when the Bank seeks for residential certificate ("jyuminhyo" - also to confirm residential address after the Contract).

#### Article 2 – Agreement on Use of Personal Information with Third Parties

1. If the Contract is an affiliated loan with a corporate entity, the Applicant Party and the Collateral Provider(s) authorize the Bank to share information to the affiliated corporation, such as loan application and contract details to manage and determine continuous transactions within the extent required for business fulfillment.
2. Applicant Party and the Collateral Provider(s) authorize the Bank to share Personal Information to the Bank's subsidiaries and affiliated companies regarding the Application and the Contract to manage and determine continuous transactions within the extent required for business fulfillment.
3. The Applicant acknowledges and authorize the Bank to share the following information with the Joint Guarantor and Collateral Provider(s); Clauses 3, 8 and 13 outlined in Article 1-1 [Purpose of Use of Personal Information] within the business dealings noted in Article 1-1.
4. Applicant Party and the Collateral Provider(s) authorize the Bank to share Personal Information regarding the Contract, mortgage settings/changes and other accompanying procedures, to the Bank's appointed judicial scrivener and offices.
5. Applicant Party and the Collateral Provider(s) authorize the Bank to share Personal Information to an assignee or a special entity established to handle securitization, within the extent required for debt transfer or securitization, and to be used for managing and ensuring repayment of debt.

#### Article 3 – Agreement on Entrusting Personal Information

In case where the Bank entrusts operations to a third party, the Applicant Party and the Collateral Provider(s) agree to entrust collected Personal Information to the third party with protective measures.

#### Article 4 – Agreement on Use of Personal Credit Information Institutions

1. The Applicant Party acknowledges and agrees that in the case the Applicant Party's credit information is registered at the Bank's affiliated Personal Credit Information Institutions, its associated agencies or registered members, this credit information (including such as contract details, repayment history and any other officially registered information, etc.) may be used in determining personal creditworthiness (i.e. repayment ability, investigation of new address). However, pursuant to the Enforcement Regulations of the Banking Act Article 13-6-6 and so forth, any information collected concerning the debt-paying ability, shall not be used for any purpose other than examination of the debt-paying ability.
2. In the case the Bank use the affiliated Personal Credit Information Institutions, the Applicant Party acknowledges that the date and content of the Applicant Party's application will be registered with the Personal Credit Information Center ("KSC") for a period of no longer than 1 year, and with the Japan Credit Information Reference Center Corp. ("JICC") for a period of no longer than 6 months. The Applicant Party also acknowledges that these Personal Credit Information Institutions and their registered members may use this information in their operations to determine personal creditworthiness.
3. The Applicant Party acknowledges and agrees that the Personal Information (past history inclusive) noted in the following chart will be registered with the Bank's affiliated Personal Credit Information Institutions. The Applicant Party also acknowledges that these Personal Credit Information Institutions and their registered members (banks inclusive) may use this information in their operations to determine personal creditworthiness.
4. To the extent necessary to maintain accuracy and timeliness of the information, to handle complaints, to monitor protection of regulations by the Bank's affiliated Personal Credit Information Institutions and their registered members, the Applicant Party acknowledges and agrees the following Personal Information may be reciprocally provided and used by the Personal Credit Information Institutions and their registered members.
5. The Personal Credit Information Institutions mentioned in the preceding Clause 4 is as below. Qualifications and names of the members of each institution are available on their respective websites. Disclosures of personal information registered at the Personal Credit Information Institutions are available from each institution (not from the Bank).

##### Bank's Affiliated Personal Credit Information Institutions

###### The Personal Credit Information Center

■ <http://www.zenginkyo.or.jp/pcic/index.html> ■ Tel 03-3214-5020

###### Japan Credit Information Reference Center Corp.

■ <http://www.jicc.co.jp> ■ Tel 0120-441-481

##### Personal Credit Information Institution in Alliance with Bank's Affiliated Personal Credit Information Institutions

###### CREDIT INFORMATION CENTER CORP.

■ <http://www.cic.co.jp/> ■ Tel 0120-810-414

## Registered Information and Period

### The Personal Credit Information Center

Registered Details	Period of Registration
(a) Applicant Party's information such as name, date of birth, gender, address, telephone number, and place of employment (include information such as current postal mail being received, etc.)	As long as any information from (b) through (g) is registered
(b) Contract details (loan amount, disbursement and maturity dates, etc.) and repayment conditions (include payments in arrears, payment by subrogation, compulsory recovery procedures, termination and completion of contracts)	Duration of the Contract and no longer than 5 years from the Contract cancellation/full repayment date (final repayment date if there are outstanding repayments due)
(c) Date of employing Personal Credit Information Institutions and the Contract and application details	No longer than 1 year from the date of employment
(d) Dishonored information	First time dishonored: no longer than 6 months after the initial date of dishonoring Cease of business transactions: No longer than 5 years after business transaction ceased
(e) Officially registered information	No longer than 10 years after the day of decision commencing bankruptcy or relative proceedings
(f) Information on any complaints filed and under investigation against registered information	Duration of the investigation
(g) Report of loss or theft of self identification(s)	No longer than 5 years after the report of incident

### Japan Credit Information Reference Center Corp.

Registered Details	Period of Registration
(a) Information to specify Applicant Party such as name, date of birth, gender, address, telephone number, place of employment and telephone number, driver license no., etc.	As long as any information from (b) through(d) is registered
(b) Application details regarding the Contract (application date and product details of the Contract)	No longer than 6 months from time of application
(c) Contract details (contract type, contract date, disbursement date, contract amount, guaranteed amount,) and repayment conditions (repayment and expected repayment date, balance, full repayment date, delayed payments, etc.)	Duration of the Contract and no longer than 5 years from the Contract cancellation/full repayment date (if any delayed payments, entire period while delinquent; and no longer than 1 year from the date the delayed payments has been cleared
(d) Details on the facts related to the transaction (collection, enforcement of guarantee, compulsory cancellation of contract, debt consolidation such as bankruptcy proceeding, assignment of obligation, etc.)	No longer than 5 years upon incident (no longer than 1 year upon incident for any details regarding assignment of obligation)

## Article 5 – Agreement on Disclosure and Corrections of Personal Information

- The Applicant Party and the Collateral Provider(s) acknowledge that, in accordance with the protection of personal information law, request of notification regarding the purpose of use is available and may request disclosure and correction of, as well as cessation of use or cessation of provision to third parties (hereinafter collectively referred as "disclosure, correction etc."), of Personal Information collected by the Bank and the Personal Credit Information Institutions listed in Article 4.
- Procedure for requesting disclosure, correction etc. from the Bank can be found on the Bank's website (<http://www.shinseibank.com>).
- If any personal detail is found to be false following disclosure as outlined in Clause 1 of this Article, the Bank will immediately ensure that the details are corrected or deleted.
- To request disclosure, correction etc. from the Personal Credit Information Institutions, please contact the respective institutions directly as listed in Article 4.

## Article 6 – Agreement on Failure to Comply with the Articles

The Applicant Party and the Collateral Provider(s) acknowledge that the Bank may revoke the Contract in the case failure to fill out necessary details pertaining to the Contract or failing to acknowledge all or part of these Agreements, provided, however, that Clauses 10 and 11 outlined in Article 1-1 [Purpose of Use of Personal Information] may be excluded.

## Article 7 – Agreement on Incomplete Contract

The Applicant Party acknowledges that based on this content of this Agreement, even in the event that Contract is not successfully concluded, the Applicant Party's details as submitted on the application form will be registered with the Bank's affiliated Personal Credit Information Institutions, for the purpose of examining the Applicant Party's ability to make repayments. Also, these details may be used by the institutions and their registered members.

## Article 8 – Agreement on Amending these Agreements

The Bank may amend the articles in this Agreement, in accordance with the laws and regulations, to the extent required.

## 2. Agreement on Anti-Social Forces

■ I, Guarantor(s) and Collateral Provider(s) (referred collectively as "we" hereinafter) affirm and assert that we will not engage in any one of the activities that correspond to the following 2- (a) through (e) personally or with the assistance of any third party, and that we do not fall under, currently and/or in the future, a Boryokudan, a Boryokudan member, a person who is no longer a Boryokudan member but five years have not yet elapsed since his/her ending such Boryokudan membership, a Boryokudan associate, a Boryokudan-related company, Sokaia, etc., a social/political or other movement racketeer, or a special intelligence violence group, etc., or those who are in a situation similar to the above (hereinafter collectively referred to as "Boryokudan member, etc."), or those who fall within any of the following 1- (a) through (e).

- Has relationships with a Boryokudan member, etc. where such Boryokudan member controls the management of the customer;
  - Has relationships with a Boryokudan member, etc., where such Boryokudan member is substantially involved in the management of customer;
  - Has relationships which are recognized to be willfully using a Boryokudan member, etc for the purpose of obtaining unjust profits for the person himself/herself, his/her own company, or a third party, or for the purpose of causing damage to a third party;
  - Has relationships which are recognized to be providing funds or benefits, etc. for a Boryokudan member, etc.; or
  - An officer or a person who is substantially involved in the customer's operation has relationships with a Boryokudan member, etc. that are unacceptable from the standpoint of social norms.
- Make a threatening demand (boryoku-teki yokyu kouji);
  - Make an illegal or unjustifiable demand;
  - In relation to a transaction, engage in threatening speech or behavior or threaten to use or using illegal force;
  - Start a malicious or false rumor, or discredit the Bank or disturb the Bank's business by fraudulent means or illegal force; or
  - Any activities similar to any of the foregoing.

## 3. Confirmation on PowerFlex Account

### 1. Foreign Currency Savings Deposits

Upon opening of PowerFlex Account, foreign currency deposits transactions will be available along with yen deposit transactions. Regardless of use, please read regarding "Foreign Currency Deposit Transactions" and the explanations on the front side of this application form before signing. \* Foreign currency deposits transaction is not a mandatory condition for PowerSmart Home Mortgage.

■ I have read and understood the following.

- Unlike yen deposits, foreign currency savings deposits are not covered by deposit insurance;
- Foreign currency savings deposits are affected by exchange rate movements, which can generate foreign exchange losses at time of maturity or converting foreign currency to yen, resulting in the amount of the deposit to fall below the original principal amount; and,
- Due to the difference between Shinsei Bank's designated TTS rate (the market conversion rate for converting yen to a foreign currency) and TTB rate (the market conversion rate for converting foreign currency to yen,) amount of the deposit may fall below the original principal amount though there is no exchange rate movement.

### 2. Account Management Charges

■ I acknowledge that the Bank will automatically debit account management charges in accordance with the Bank's terms and conditions.

\* Currently as of 2013/12/01, there is no account management charges. If there is any change to the account management charges, the Bank will notify the customers well beforehand.

### 3. Measures Against Breach of Affirmation and Assertion to Anti-Social Forces

■ I acknowledge that if I shall breach the above "2. Agreement on Anti-Social Forces" (limited to the affirmation and assertion of mine) and/or when these relative representations and covenants prove to be false, I will not make any objections even if the Bank suspends all transactions or cancel the PowerFlex account upon notice. I shall also bear all responsibilities for losses or damages arising from and attributable to the cancellation, and shall indemnify the Bank for any losses or damages which the Bank has incurred.