

# 1. Agreement on the Handling of Personal Information

**The Applicant (the signer of the Contract) and the Joint Guarantor (hereinafter, “the Guarantor”) wish to apply for a loan with Shinsei Bank Ltd. (hereinafter, “the Bank”). The Guarantor and the Applicant (hereinafter referred to collectively as “the Applicant Party”) have read and agree to the following Articles relating to the handling of personal information the Applicant Party has provided to the Bank. In addition, the Applicant Party have received a copy of “Agreement on the Handling of Personal Information”.**

## Article 1 - Agreement on the collection and use of personal information

- The Applicant Party authorizes the Bank to collect and use the information outlined below (“Personal Information”) to process the loan contract (“the Contract”), implement the accompanying procedures of the Contract, open a PowerFlex account and in continued dealings provided the Bank has taken protective measures in relation to such Personal Information:
  - Attributes such as name, age, date of birth, address, telephone number, work contact details, family structure and living situation that the Applicant Party has written on the Bank’s application form (including information subject to change through notification from the Applicant Party after the conclusion of the Contract).
  - Information about the Contract, such as the type of Contract, date of application, Contract date, Contract amount, property details, number of payments, method of payment, monthly payment amount etc.
  - Information on business dealings as outlined in the Contract, such as the outstanding balance following commencement of the loan, details of repayment, history etc.
  - Information used to determine the ability to make repayments, as declared by the Applicant Party regarding the Applicant Party’s annual income (including annual household income), assets, liabilities, business history with other financial institutions and debt situation etc.
- The Applicant Party authorizes the Bank to confirm the Applicant Party’s identification as a party to the Contract using the Applicant Party’s drivers’ license, passport or similar identification documents (includes obtaining copies). The Bank may also ask for a resident card (“jyuminhyo” - for confirmation of address following conclusion of the Contract).

## Article 2 - Agreement on the use of Personal Information for purposes other than credit approval

The Applicant Party authorizes the Bank to utilize the Applicant Party’s Personal Information outlined in Article 1, Clause 1, numbers 1 - 4, as deemed necessary in the following business dealings and the financial products and services of related and affiliated entities of the Bank:

### Business carried out by the Bank

- Deposits, exchange, money changing, loan, foreign exchange, and accompanying duties
- Business carried out by the Bank as permitted by law, such as sale of mutual funds and insurance, securities brokerage, trusts, debentures and other accompanying duties
- Other business carried out by the Bank and other accompanying duties (includes other activities permitted in the future)

### Objectives for use of Personal Information

- To register applications for financial products or services such as opening accounts.
- To confirm the identification of a customer and qualification to use financial products and services, as outlined in the Customer Identification Law.
  - To manage continued business such as the maturity dates of deposits and financing activities.
  - To determine the adequacy of financial products and services provided in relation to their compliance with the relevant guidelines.
  - To provide third parties, such as the Bank’s affiliated Consumer Credit Information Agency, as deemed necessary for appropriate performance of business during the credit approval process.
  - In the case of entrustment by another entity to partly or wholly handle Personal Information, the request will be carried out in an appropriate manner.
  - To exercise one’s rights or fulfill an obligation based on the law or contract with a customer.
  - To research and develop financial products and services through market research, data analysis or questionnaires.
  - To introduce financial products or services to customers via direct mail etc.
  - To introduce the Bank’s or an affiliated company’s financial products or services. When applying for insurance, the customer’s other business with the Bank will not be affected.
  - To terminate customer accounts and conduct related maintenance following termination.
  - To ensure that other business between the customer and the Bank is carried out smoothly and in an appropriate manner.
- As outlined in the Contract with Shinsei Bank Ltd., in the case that the outstanding debt is transferred to another party, in the form of debt transfer or securitization, the Applicant Party acknowledges that the Applicant Party’s Personal Information may be provided to an assignee or a special entity established to handle the securitization, and used to manage or ensure repayment of the debt. Furthermore, the Bank may utilize the Applicant Party’s Personal Information obtained from business of the Bank (excluding insurance solicitation business) when soliciting insurance products to the Applicant Party. The Applicant Party’s Personal Information obtained from the insurance product solicitation business may also be utilized for other business of the Bank other than that related to insurance solicitation.

## Article 3 - Agreement on the provision of Personal Information for affiliated loans

The Applicant Party acknowledges that the Applicant Party’s Personal Information may be provided to an affiliated entity in the case that the Contract is for an affiliated loan with a real estate agent or another company. The Applicant Party’s Personal Information as outlined in Article 1 may be provided to an affiliated entity for the purpose of credit approval in the application and Contract stage, and for use in continued dealings.

## Article 4 - Agreement on the provision of Personal Information to related entities

The Applicant Party acknowledges that the Applicant Party’s Personal Information as outlined in Article 1 may be provided to a related entity for the purpose of credit approval in the application and Contract stage, and for use in continued dealings.

## Article 5 - Agreement regarding the handling of entrusted Personal Information

In the case where the Bank entrusts operations to a third party, the Applicant Party acknowledges that the Applicant Party’s Personal Information outlined in Article 1, Clause 1 may also be entrusted to the third party. The Bank will take preventative measures to safeguard the Personal Information.

## Article 6 - Agreement on the Use of Consumer Credit Information Agencies upon Loan Application

- The Applicant Party acknowledges that in the case of the Applicant Party’s Personal information is held at the Bank’s affiliated Consumer Credit Information Agencies, its associated agencies or registered members, this personal information (including information such as contract details, repayment history etc., in addition to officially maintained information) may be used in determining personal creditworthiness. Furthermore, in accordance with Ordinance for Enforcement of the Banking Act Article 13-6-6 etc., the information regarding an applicant’s ability to make repayments received from the agency (agencies) will not be used for any purpose other than that stated above, nor will it be provided to a third party.
- In the case that the Bank employs an affiliated Consumer Credit Information Agency, the Applicant Party acknowledges that the date and content of the Applicant Party’s application will be registered with the Japanese Bankers Personal Credit Information Center (“KSC”) for a period of no longer than 1 year, and with Japan Credit Information Reference Center Corp. for a period of no longer than 6 months. The Applicant Party also acknowledges that these Consumer Credit information Agencies and their registered members may use this information in their operations for determining personal creditworthiness.
- The Consumer Credit Information Agencies referred to in Clauses 1 and 2 are listed below. The joining qualifications and the names of members of each agency are available on their respective websites.

### Affiliated Consumer Credit Information Agencies

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|---|---|
| 1 Japanese Bankers Personal Credit Information Center<br><a href="http://www.zenginkyo.or.jp/pcic/index.html">http://www.zenginkyo.or.jp/pcic/index.html</a> Tel 03-3214-5020 | 2 Japan Credit Information Reference Center Corp.<br><a href="http://www.jicc.co.jp">http://www.jicc.co.jp</a> Tel 0120-441-481 |
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### Consumer Credit Information Agencies associated with Affiliated Consumer Credit Information Agencies stated above

- Credit Information Center Corp.  
<http://www.cic.co.jp> Tel 0120-810-414

## Article 7 - Agreement on Registering with Consumer Credit Information Agencies upon Loan Contract

- The Applicant Party acknowledges that the following Personal Information (including personal history) will be registered with the Bank’s affiliated Consumer Credit Information Agencies. The Applicant Party also acknowledges that these Consumer Credit Information Agencies and their registered members (including banks) may use this information in their operations for determining personal creditworthiness.

## Details registered and period of registration

Japanese Bankers Personal Credit Information Center

Details registered	Period of registration
(a) Information about the Applicant Party: name, date of birth, gender, address (includes information as to whether the postal mail is being received), telephone number, company details etc.	Entire period that one or more of (b) to (g) is or are registered
(b) Information about the Contract (Loan amount, disbursement date, maturity date etc.) and conditions of repayment (includes delayed payments, payment in subrogation, compulsory recovery procedures, termination and completion of contract)	During the term of the Contract and no longer than 5 years after the Contract expiration date (if there are still outstanding repayments, the date of the final repayment)
(c) Date of employment of the Bank's affiliated Consumer Credit Information Agency, the Contract and application details	No longer than 1 year after the initial day of employment
(d) Dishonored information	First time dishonored: no longer than 6 months after the initial date of dishonoring. Cease of business dealings: no longer than 5 years after business dealings ceased.
(e) Officially maintained information	No longer than 10 years after the initial day of the decision commencing bankruptcy or other similar proceedings.
(f) Information that complaints have been received regarding registered information, and this is currently under investigation	Duration of the investigation
(g) Report of loss or theft of customer identification documents	No longer than 5 years after the customer reports the incident

Japan Credit Information Reference Center Corp.

Details registered	Period of registration
(a) Information to identify the Applicant Party (name, date of birth, gender, address, telephone number, employer, employer's telephone number, drivers license number, etc.)	Entire period that one or more of (b) to (e) is or are registered
(b) Contract Information (contract type, contract date, date of borrowing, amount of borrowing, amount guaranteed, expected date of final repayment, etc.) and payment status (repayment date, expected date for repayment, balance, date of full repayments, delayed payment, etc.)	During the term of the contract, and for not more than 5 years after the contract expiry date (if not fully repaid at the time of the original contract expiry date, not more than 5 years after the date of full repayment)
(c) Information on the facts related to the contract (collection, enforcement of guarantee, compulsory cancellation of contract, debt consolidation such as commencement of bankruptcy proceedings, assignment of an obligation, etc.)  Delayed payments  Information of clearance of delayed payments and/or assignment of obligation	No longer than 5 years after the incident occurred  Until the delayed payment clears  No longer than 1 year after the incident occurred
(d) Personal information based on the loan application (information to identify the Applicant Party, date of application, and the type of loan)	No longer than 6 months after the date of application
(e) Officially maintained information	7 years after the initial day of announcement or decision

2 To the extent necessary to maintain accuracy and timeliness of Personal Information, to handle complaints, for the Bank's affiliated Consumer Credit Information Agency to monitor protection of regulations by their registered members, the Applicant Party acknowledges that the above listed Personal Information may be reciprocally provided to and used by the Bank's affiliated Consumer Credit Information Agency and their registered members.

3 The two Consumer Credit Information Agencies outlined above are the same as those mentioned in Article 6, Clause 3. Joining qualifications and the names members of each agency are available on the respective websites. Any disclosure of the information registered with the Consumer Credit Information Agencies are made only by each agency (not by the Bank).

### Article 8 - Agreement on the disclosure and correction of Personal Information

The Applicant Party acknowledges that, in accordance with the protection of personal information law, the Applicant Party is able to request notification regarding the purpose of use, and may request the disclosure and correction of, as well as the cessation of use or cessation of provision to third parties (hereinafter collectively referred to as "disclosure, correction etc."), of Personal Information collected by the Bank and the Consumer Credit Information Agencies listed in Article 6,.

1 The procedure for requesting disclosure, correction etc. from the Bank can be found on the Bank's website at <http://www.shinseibank.com>

2 To request disclosure, correction etc. from Consumer Credit Information Agencies, please contact the respective agency directly, as listed in Article 6.

3 To request disclosure, correction etc. from affiliated entities; please contact the respective entity directly, as listed in Article 3.

4 To request disclosure, correction etc. from related entities; please contact the respective entity directly, as listed in Article 4.

5 If any personal details are 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.

### Article 9 - Agreement on dealing with failure to comply with these Articles

The Applicant Party acknowledges that the Bank may revoke the Contract in the case of failure to fill out necessary details pertaining to the Contract, or failing to acknowledge all or part of this Agreement (excludes Article 2, Clauses 9 and 10).

### Article 10 - In the case of non-conclusion of the Contract

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

### Article 11 - Amendments to the Agreement

The Applicant Party acknowledges that the Bank will take appropriate measures to inform the Applicant Party in the event of any changes to the Articles in this Agreement which have a major effect on the Applicant Party.

## 2. Representations and Covenants Renouncing Antisocial Forces

I represent and covenant that I do not, and will not, constitute any of the following 1. (a) - (f), and that I do not, either in person or with the assistance of any third party, engage in any activities that correspond to any of the following 2. (a) - (e). I will not make any objections if the Bank suspends transactions under the PowerFlex account or, upon notice, terminates the PowerFlex account, in cases where: I have breached the representations and covenants I made above; or the representations and covenants I made above have proved to be false. If such suspension of the transactions or termination of the PowerFlex account causes any damages, I shall take full responsibility therefor.

1. (a) An organized group of gangsters (boryoku dan); (b) A member of an organized group of gangsters; (c) A quasi-member (jun kousei in) of an organized group of gangsters; (d) An affiliated business enterprise of an organized group of gangsters; (e) A sokaiya corporate racketeer etc., a hoodlum who claims to advocate for social activities etc. (shakai undo tou hyoubou goro), a violent group with special intellect (tokushu chinou boryoku shudan) or the like; or (f) A person similar to any of the foregoing.

2. (a) Making a threatening demand (boryoku-teki yokyu kouji); (b) Making an illegal or unjustifiable demand; (c) In relation to a transaction, engaging in a threatening speech or behavior or threatening to use or using illegal force; (d) Starting a malicious or false rumor, or discrediting the Bank or disturbing the Bank's business by fraudulent means or illegal force; or (e) Any activities similar to any of the foregoing.

## 3. PowerFlex Account Confirmation

### 1. Foreign Currency Savings Deposits

■ I confirm that I understand that:

(1) Unlike regular yen deposits, foreign currency savings deposits are not covered by deposit insurance.

(2) There is a risk of capital loss when my deposit is withdrawn and is converted back to Japanese yen, due to fluctuations in the exchange rates.

(3) Foreign currency savings deposits may fall below my original investment amount even if there is no currency fluctuation, due to the difference between TTS rate (Exchange rate quote from yen to foreign currency) and TTB rate (Exchange rate quote from foreign currency to yen), which are designated by the Bank.

### 2. Account Management Fees

■ I acknowledge that Shinsei Bank will automatically deduct payment for the account management fees in accordance with the Bank's terms and conditions.