

# Revision to the Common Customer Agreement on PowerFlex Transaction

The Common Customer Agreement on PowerFlex Transaction will be revised as follows on Friday, May 7, 2021.

**Effective date: May 7, 2021. (To target structured deposits, the Agreements shall be applied from deposits applied for on Thursday, May 6 and accepted on Friday, May 7.)**

## Revisions (colored in red)

Contents (目次) (下記修正文言の量に応じて、目次ページ数も変更)

Before change	After change (on and after May 7, 2021)
(As of Sep 15, 2020)	(As of May 7, 2021)

以上

## Common Customer Agreement on PowerFlex Transaction (パワーフレックス取引共通規定) (P1)

Before change	After change (on and after May 7, 2021)
<p><b>1. PowerFlex Transactions</b></p> <p>(1) The PowerFlex Transaction (hereinafter referred to as this "Transaction") consists of the following transactions and services. For the avoidance of doubt, the deposit, safekeeping and other accounts to be used for this Transaction shall be referred collectively to as the "PowerFlex Account."</p> <p>(i) Yen Deposit</p> <p>The Bank shall handle yen savings deposits (hereinafter referred to as the "Yen Savings Deposits"), yen time deposits (hereinafter referred to as "Yen Time Deposits"), yen special deposits (hereinafter referred to as "Special Deposits"),</p>	<p><b>1. PowerFlex Transactions</b></p> <p>(1) The PowerFlex Transaction (hereinafter referred to as this "Transaction") consists of the following transactions and services. For the avoidance of doubt, the deposit, safekeeping and other accounts to be used for this Transaction shall be referred collectively to as the "PowerFlex Account."</p> <p>(i) Yen Deposit</p> <p>The Bank shall handle yen savings deposits (hereinafter referred to as the "Yen Savings Deposit"), yen time deposits (hereinafter referred to as "Yen Time Deposit"), yen special deposits (hereinafter referred to as "Special Deposit"), <b>yen</b></p>

<p>and two-week-maturity yen time deposits (hereinafter referred to as "2 Weeks Maturity Deposit").</p> <p>(ii) Foreign Currency Deposit</p> <p>The Bank shall handle foreign currency savings deposits (hereinafter referred to as "Foreign Currency Savings Deposit") and foreign currency time deposits (hereinafter referred to as the "Foreign Currency Time Deposit").</p> <p><b>11. Set-off by Customer upon the Occurrence of an Insurance Incident</b></p> <p>(3) <b>With respect</b> to the calculation of interest on deposits to be set off, <del>the following shall apply:</del></p> <p>(i) The <b>agreed</b> interest rate on time deposits and 2 Weeks Maturity Deposit shall be applicable, provided that such interest shall be accrued up to the day immediately prior to the day on which the relevant set-off notice reaches the Bank.</p> <p><b>15. Mutatis Mutandis Application of the Provisions of Other Customer Agreements</b></p> <p>(1) Any matters not expressly set forth in this Agreement shall be handled as set forth in the "Customer Agreement on Yen Deposit for the PowerFlex Account", the "Customer Agreement on Foreign Currency Deposit for the PowerFlex Account", the "Customer Agreement on Comprehensive Securities Investment Trust Transactions (for PowerFlex)", the "Customer Agreement on Foreign Securities Transaction Account for PowerFlex", the "Customer Agreement on Shinsei Power Call (for PowerFlex)", the "Customer Agreement on Shinsei Power Direct", and the "Customer Agreement on PowerFlex Cash Card".</p>	<p><b>structured deposits (the structured deposits set forth in the Customer Agreement on Structured Deposit for PowerFlex Account; hereinafter referred to as "Yen Structured Deposit")</b> and two-week-maturity yen time deposits (hereinafter referred to as "2 Weeks Maturity Deposit").</p> <p>(ii) Foreign Currency Deposit</p> <p>The Bank shall handle foreign currency savings deposits (hereinafter referred to as "Foreign Currency Savings Deposit"), foreign currency time deposits (hereinafter referred to as the "Foreign Currency Time Deposit") <b>and foreign currency structured deposits (hereinafter referred to as "Foreign Currency Structured Deposit")</b>.</p> <p><b>11. Set-off by Customer upon the Occurrence of an Insurance Incident</b></p> <p>(3) <b>The following shall apply</b> to the calculation of interest on deposits to be set off:</p> <p>(i) The interest rate on time deposits and 2 Weeks Maturity Deposit shall be applicable, provided that such interest shall be accrued up to the day immediately prior to the day on which the relevant set-off notice reaches the Bank. <b>The interest rate on structured deposits shall be applicable based on the confirmation sheet (the document provided at the execution of agreement) for each deposit, provided that such interest shall be accrued up to the day immediately prior to the day on which the relevant set-off notice reaches the Bank.</b></p> <p><b>15. Mutatis Mutandis Application of the Provisions of Other Customer Agreements</b></p> <p>(1) Any matters not expressly set forth in this Agreement shall be handled as set forth in the "Customer Agreement on Yen Deposit for the PowerFlex Account", the "Customer Agreement on Foreign Currency Deposit for the PowerFlex Account", the "Customer Agreement on Comprehensive Securities Investment Trust Transactions (for PowerFlex)", the "Customer Agreement on Foreign Securities Transaction Account for PowerFlex", the "Customer Agreement on Shinsei Power Call (for PowerFlex)", the "Customer Agreement on Shinsei Power Direct", the "Customer Agreement on PowerFlex Cash Card" and <b>the Customer Agreement on Structured Deposit for PowerFlex Account.</b></p>
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以上

## Customer Agreement on Yen Deposit for PowerFlex Account (パワーフレックス口座円貨預金規定) (P7)

Before change	After change (on and after May 7, 2021)
<p>This Agreement sets forth <b>the manner in which</b> the Bank handles acceptances, withdrawals or other transactions of yen deposit (hereinafter <b>referred to as</b> "Yen Deposit") for its customers who have the PowerFlex Account.</p> <p>In this Agreement, yen savings deposit shall be referred to as "Savings Deposit", yen time deposit shall be referred to as "Time Deposit", time deposit with a minimum deposit amount of 10,000,000 yen or more and which <b>is</b> specifically indicated in <b>the</b> branch offices shall be referred to as "Premium Time Deposit", yen special deposit shall be referred to as "Special Deposit", and two-week-maturity yen deposits shall be referred to as "2 Weeks Maturity Deposit" respectively. In addition, <del>the terms</del> "Yen Savings Deposit" and "Yen Time Deposit" may be used in order to differentiate them from foreign currency deposits in this Agreement and other customer agreements.</p> <p><b>I. [Savings Deposit]</b>  <b>7. Overdraft Facility</b>            (1) In cases where the amount requested for direct debit payment or withdrawals is in excess of the funds available in the account, the account is automatically overdrawn against the <b>fixed term</b> yen deposits <b>which</b> the Bank <del>designates</del>, such as Time Deposit, Premium Time Deposit, and <b>PoweredOne</b> (hereinafter referred to as "Collateral Deposits". If an eligible product for collateral is added, it shall be announced by the Bank in an appropriate manner.)</p>	<p>This Agreement sets forth <b>how</b> the Bank handles acceptances, withdrawals or other transactions of yen deposit (hereinafter, "Yen Deposit") for its customers who have the PowerFlex Account.</p> <p>In this Agreement, yen savings deposits shall be referred to as "Savings Deposit", yen time deposits shall be referred to as "Time Deposit", time deposits with a minimum deposit amount of 10,000,000 yen or more and which <b>are</b> specifically indicated in branch offices shall be referred to as "Premium Time Deposit", yen special deposits shall be referred to as "Special Deposit", two-week-maturity yen deposits shall be referred to as "2 Weeks Maturity Deposit" and <b>Yen Structured Deposits shall be referred to as "Structured Deposit"</b> respectively. In addition, "Yen Savings Deposit", "Yen Time Deposit" and <b>"Yen Structured Deposit"</b> may be used in order to differentiate them from foreign currency deposits in this Agreement and other customer agreements. <b>Structured Deposit shall be handled as set forth in the Customer Agreement on Structured Deposit for PowerFlex Account.</b></p> <p><b>I . [Savings Deposit]</b>  <b>7. Overdraft Facility</b>            (1) In cases where the amount requested for direct debit payment or withdrawals is in excess of the funds available in the account, the account is automatically overdrawn against the <b>fixed-term</b> yen deposits <b>designated by</b> the Bank such as Time Deposit, Premium Time Deposit and <b>Structured Deposit designated by the Bank</b> (hereinafter referred to as "Collateral Deposit". If an eligible product for collateral is <b>specified or</b> added, it shall be announced by the Bank in an appropriate manner.)</p>

以上

## Customer Agreement on Foreign Currency Deposit for PowerFlex Account (パワーフレックス口座外貨預金規定) (P13)

Before change	After change (on and after May 7, 2021)
<p>This Agreement sets out the procedures by which the Bank handles acceptances or withdrawals of, or any other transactions (hereinafter referred to as "Foreign Currency Deposits Transactions") in foreign currency deposits (hereinafter referred</p>	<p>This Agreement sets out the procedures by which the Bank handles acceptances or withdrawals of, or any other transactions (hereinafter referred to as "Foreign Currency Deposits Transactions") in foreign currency deposits (hereinafter referred</p>

<p>to as "Foreign Currency Deposits") for its customers who have a PowerFlex Account.</p> <p><b>I. [Common Matters]</b></p> <p><b>7. Set-off etc.</b></p> <p>(1) If a customer has to <b>satisfy any</b> obligation <del>that he or she has</del> to the Bank, the Bank may set off such obligation against the Foreign Currency Deposits and/or other credits such customer has against the Bank at any time, irrespective of when they become due and payable.</p>	<p>to as "Foreign Currency Deposits") for its customers who have a PowerFlex Account. <b>Structured Deposit shall be handled as set forth in the Customer Agreement on Structured Deposit for PowerFlex Account.</b></p> <p><b>I. [Common Matters]</b></p> <p><b>7. Set-off etc.</b></p> <p>(1) If a customer has to <b>fulfill his/her</b> obligation to the Bank, the Bank may set off such obligation against Foreign Currency Deposit and/or other credits such customer has against the Bank at any time, irrespective of when they become due and payable. <b>For Structured Deposit, a) a restructured amount for the period between the cancellation date resulting from cancellation prior to maturity for set-off and the final maturity date and b) accompanying costs shall be deducted from the principal and interest of the Deposit.</b></p>
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**Customer Agreement on Shinsei PowerCall for PowerFlex Account (新生パワーコール規定(パワーフレックス用)) (P16)**

Before change	After change (on and after May 7, 2021)
<p><b>I. General Service</b></p> <p><b>1. Contents of Service</b></p> <p>(3) <b>Transfer of Funds</b></p> <p>(ii) Transfer of Funds to Time Deposits</p> <p>Transactions <b>whereby</b> funds <b>are withdrawn</b> from the yen savings deposit or foreign currency savings deposit of the User Account and <b>transferred</b> to the yen time deposit <b>or</b> foreign currency time deposit of the same account (hereinafter "Transfer of Funds to Time Deposits"). <b>However</b>, transfer of funds into the foreign currency time deposit shall be limited to transfer from the yen savings deposit or foreign currency savings deposit of the same currency.</p>	<p><b>I. General Service</b></p> <p><b>1. Details of the Service</b></p> <p>(3) <b>Fund Transfer Transactions</b></p> <p>(ii) Transfer of Funds to Time Deposit <b>and Structured Deposit</b></p> <p>Transactions <b>that withdraw</b> funds from the yen savings deposit or foreign currency savings deposit of the User Account and <b>transfer the funds</b> to the yen time deposit, foreign currency time deposit, <b>Yen Structured Deposit or Foreign Currency Structured Deposit</b> of the same account (hereinafter <b>referred to as</b> "Transfer of Funds to Time Deposit").</p> <p><b>Provided, however</b>, transfer of funds into the foreign currency time deposit shall be limited to transfer from the yen savings deposit or foreign currency savings deposit of the same currency, <b>and transfer of funds into Foreign Currency Structured Deposit shall be limited to transfer from the foreign currency savings deposit of the same foreign currency.</b></p>

以上

**Customer Agreement on Shinsei PowerDirect (新生パワーダイレクト取引規定) (P22)**

Before change	After change (on and after May 7, 2021)
<p><b>1. Shinsei Power Direct Service Contents</b></p> <p>(2) <b>Transferring Funds Transactions</b></p> <p>(ii) Transfer of Funds to Time Deposit Transactions whereby funds are withdrawn from the yen savings deposit or the foreign currency savings deposit of the User Account and transferred to the yen time deposit or foreign currency time deposit (hereinafter the "Transfer of Funds to Time Deposit"). Provided, however, that credit into the foreign currency time deposit shall be limited to transfers from the yen savings deposit or foreign currency savings deposit of the same currency.</p>	<p><b>1. Details of Shinsei Power Direct Service</b></p> <p>(2) <b>Fund Transfer Transactions</b></p> <p>(ii) Transfer of Funds to Time Deposit and Structured Deposit Transactions that withdraw funds from the yen savings deposit or foreign currency savings deposit of the User Account and transfer the funds to the yen time deposit, foreign currency time deposit, Yen Structured Deposit or Foreign Currency Structured Deposit of the same account (hereinafter referred to as "Transfer of Funds to Time Deposit"). Provided, however, transfer of funds into the foreign currency time deposit shall be limited to transfer from the yen savings deposit or foreign currency savings deposit of the same currency, and transfer of funds into Foreign Currency Structured Deposit shall be limited to transfer from the foreign currency savings deposit of the same foreign currency.</p>

以上

**Customer Agreement on Structured Deposits for PowerFlex Account (仕組預金規定(パワーフレックス口座用)) (P35)**

Before change	After change (on and after May 7, 2021)
<p><b>1. Structured Deposit</b></p> <p>(1) Structured Deposit is a combination of a deposit and an investment product such as futures, foreign exchange trading, financial derivative trading, etc. set out in Article 13-3, Paragraph 1, Item 5 of the Enforcement Regulation of the Bank Law.</p> <p><b>6-2. (New)</b></p>	<p><b>1. Structured Deposit</b></p> <p>(1) Structured Deposit is a combination of a deposit and an investment product such as futures, foreign exchange trading and financial derivative trading, etc. including interest rate option and currency option set out in Article 13-3, Paragraph 1, Item 5 of the Enforcement Regulation of the Bank Law.</p> <p><b>6-2. Treatment upon the occurrence of an insurance incident</b> When an insurance incident has occurred, Structured Deposit shall be handled based on the confirmation sheet (the document provided at the execution of agreement) for each Deposit.</p>

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