

<PowerFlex Customer Agreements>

■Revised article

Common Customer Agreement on PowerFlex Transaction

■The revised parts (Amending, Adding/ Deleting) are highlighted in red.

| Before | After |
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| <p>1. PowerFlex Transactions</p> <p>(2) This Transaction will only be provided for individual customers who are resident in Japan.</p> <p>8. Change in Notified Matters; Reissuance of Cash Card</p> <p>(1) If the Card, registered seal, or the Security Card is lost, or if there will be or has been any change in your name, address, telephone number, employer, registered seal/signature, occupation, purposes of transactions or other notified matter, please immediately notify the Bank thereof using the designated form by the Bank. If you change or forget your personal identification number or forget the Power Direct Password, please contact the call center, to which you will be connected via the telephone number designated by the Bank as "Shinsei Power Call" (hereinafter referred to as the "Bank Call Center"). In such case, the Bank may confirm your identification by the method designated by the Bank and may request you to present a personal identification document of such type as designated by the Bank. The Bank shall not be liable for any damage incurred by you prior to the mentioned-above notification; provided, however, that requests for compensation or indemnification will be processed according to provisions separately set forth by the Bank when such requests are acknowledged to be permissible under such provisions.</p> <p>10. Cancellation</p> <p>(2) Where any one of the below occurs, the Bank may suspend this Transaction or cancel the PowerFlex transaction and this Transaction upon giving you notice thereof. If the Bank cancels this Transaction by way of notice, the cancellation shall become effective when the Bank dispatches the cancellation notice addressed to the name and address of a customer as notified to the Bank, irrespective of whether it duly arrives or not:</p> <p>(i) When it becomes clear that a registered person to this Transaction does not exist or that this Transaction has not been initiated based on the intention of the registered person of this Transaction;</p> <p>(ii) When a customer of this Transaction breaches Paragraph (1) of the immediately preceding Article (Prohibition of Assignment and Pledging);</p> <p>(iii) When it is decided that a trustful relationship between the Bank and a customer has been damaged because the customer, despite the Bank's request, has not refrained from, transactions the frequency or style of which</p> | <p>1. PowerFlex Transactions</p> <p>(2) This Transaction will only be provided for individual customers who are resident in Japan, and shall not include business purpose transactions.</p> <p>8. Change in Notified Matters; Reissuance of Cash Card</p> <p>(1) If the Card, registered seal, or the Security Card is lost, or if there will be or has been any change in your name, address, telephone number, employer, registered seal/signature, occupation, period of stay or the expiry of the period of stay, purposes of transactions or other notified matter, please immediately notify the Bank thereof using the designated form by the Bank. If you change or forget your personal identification number or forget the Power Direct Password, please contact the call center, to which you will be connected via the telephone number designated by the Bank as "Shinsei Power Call" (hereinafter referred to as the "Bank Call Center"). In such case, the Bank may confirm your identification by the method designated by the Bank and may request you to present a personal identification document of such type as designated by the Bank. The Bank shall not be liable for any damage incurred by you prior to the mentioned-above notification; provided, however, that requests for compensation or indemnification will be processed according to provisions separately set forth by the Bank when such requests are acknowledged to be permissible under such provisions.</p> <p>10. Cancellation</p> <p>(2) Where any one of the below occurs, the Bank may suspend this Transaction or cancel the PowerFlex Account and this Transaction upon giving you notice thereof. If the Bank cancels this Transaction by way of notice, the cancellation shall become effective when the Bank dispatches the cancellation notice addressed to the name and address of a customer as notified to the Bank, irrespective of whether it duly arrives or not:</p> <p>(i) When it becomes clear that a registered person to this Transaction does not exist or that this Transaction has not been initiated based on the intention of the registered person of this Transaction;</p> <p>(ii) When a customer of this Transaction breaches Paragraph (1) of the immediately preceding Article (Prohibition of Assignment and Pledging);</p> <p>(iii) When it is decided that a trustful relationship between the Bank and a customer has been damaged because the customer, despite the Bank's request, has not refrained from, transactions the frequency or style of which</p> |

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| <p>exceeds a socially reasonable extent and which are considered to be damaging to the banking services; or</p> <p>(iv) When it is decided that this Transaction has been used or is considered to be used for any activity contrary to laws, ordinances or regulations, and public policy.</p> <p>(3) In addition to the preceding Paragraphs, when any of the below Items applies to the customer and it is inappropriate to continue to undertake the Transaction with the customer, the Bank may suspend this Transaction or cancel the PowerFlex account and this Transaction upon giving you a notice thereof. If the Bank cancels the PowerFlex account and this Transaction by way of a notice, the cancellation shall become effective when the Bank dispatches the cancellation notice addressed to the name and address of the customer as notified to the Bank, irrespective of whether it duly arrives or not.</p> <p>The Bank shall bear no responsibility for losses or damages arising from and attributable to the cancellation, while the customer shall indemnify the Bank for any losses or damages which the Bank has incurred as a result of the cancellation.</p> <p>(i) When the representations or covenants made by the customer at the time of opening PowerFlex account have proven to be false,</p> | <p>the customer, despite the Bank's request, has not refrained from, transactions the frequency or style of which exceeds a socially reasonable extent and which are considered to be damaging to the banking services; or</p> <p>(iv) When it is decided that this Transaction has been used or is considered to be used for any activity contrary to laws, ordinances or regulations, and public policy.</p> <p>(v) When the Bank has judged that this Transaction is or may be initiated for business purposes.</p> <p>(vi) When a customer who does not have a Japanese nationality has stayed longer than the expiry of the period of stay he/she submitted to the Bank</p> <p>(3) In addition to the preceding Paragraphs, when any of the below Items applies to the customer and it is inappropriate to continue to undertake the Transaction with the customer, the Bank may restrict or suspend this Transaction or cancel the PowerFlex account and this Transaction upon giving you a notice thereof. If the Bank cancels the PowerFlex account and this Transaction by way of a notice, the cancellation shall become effective when the Bank dispatches the cancellation notice addressed to the name and address of the customer as notified to the Bank, irrespective of whether it duly arrives or not.</p> <p>The Bank shall bear no responsibility for losses or damages arising from and attributable to the cancellation, while the customer shall indemnify the Bank for any losses or damages which the Bank has incurred as a result of the cancellation.</p> <p>(i) When the representations or covenants made by the customer at the time of opening PowerFlex account have proven to be false, or when the Bank has judged that the change stipulated in Paragraph 1, Article 8 has not or may have not been submitted</p> |
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