

●English translation below is solely for the purpose of reference. If there is any discrepancy between the Japanese and English contents, the Japanese takes precedence over English.

1. Agreement on the Handling of Personal Information

Article 1 (Agreement on the Collection and Use of Personal Information)

1. The Applicant and Collateral Provider(s) understand and agree that the Bank may collect and use the personal information specified below (including any changes made after the Application and any information obtained before the Application; hereinafter referred to as "Personal Information") which the Bank has collected and taken protective measures for, with respect to the Application. Contract, various procedures incidental to the Contract, opening procedures of a PowerFlex Account (hereinafter "Procedure concerning the Contract"), and its continued use, to the extent required for the fulfillment of the purposes of use specified below, in connection with the operations provided below and financial products and services provided by the Bank, its subsidiaries, and affiliated companies, pursuant 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, employer details, family members and living conditions that the Applicant and Collateral Provider(s) have written on the applications form stipulated by the Bank (including any information on changes the Bank obtains after the conclusion of the Contract by, for instance, receiving notification from the Applicant and/or Collateral Provider(s))
- Contract details such as contract type, date of application, date of contract, contract amount, type and details of the mortgaged property, number of payments, payment method, and monthly payment amount
- Transaction information concerning the Contract including the outstanding balance following the commencement of loan repayment, repayment status, and repayment history
- Information for determining repayment ability such as the Applicant's annual income (including the Applicant's household income), assets, and liabilities declared by the Applicant and transaction history and status of debts with other financial institutions collected by the Bank

[The Bank's Business Operations]

- Deposit, domestic exchange, money exchange, loan, foreign exchange and any incidental business thereto
- Any business which the Bank is permitted to conduct under laws such as investment trust sales, insurance sales, financial instruments brokering, trust business, and bonds business
- Any other business which the Bank is permitted to conduct and any incidental business thereto (including business which the Bank will be permitted to conduct in the future)

[Purpose of Use of Personal Information]

1. To process applications for financial products and services; for instance, to open accounts for various financial products
2. To confirm the identity of customers under the *Act on Prevention of Transfer of Criminal Proceeds* or to confirm the eligibility of customers for the use of financial products and services
3. To manage ongoing transactions; for instance, to manage due dates for deposit and loan transactions
4. To make decisions on loan applications, continuance of loans and so forth
5. To make decisions on the appropriateness of financial products and services in light of the principle of suitability and so forth
6. To provide information to third parties to the extent required for appropriate business execution; for instance, to provide information to the Bank's affiliated personal credit information institutions in connection with credit business
7. To appropriately perform operations entrusted to the Bank if all or part of the handling of Personal Information is entrusted to the Bank by other entities
8. To exercise rights and fulfill obligations pursuant to contracts (contracts between the Bank and customers and contracts directly or indirectly connected to the Bank's operations), laws and so forth
9. To research and develop financial products and services through market research, data analyses and surveys
10. To make proposals on financial products and services; for instance, to send out direct mail
11. To promote products and services of partner companies and so forth
12. For joint use of personal information in accordance with "Personal Data Sharing by the Shinsei Bank Group" listed on the Bank's website (<https://www.shinseibank.com>).
13. To terminate transactions and handle proceedings required after termination
14. Any other purposes pertaining to the appropriate and smooth performance of financial products and services offered by the Bank

If the purpose of use of specific types of Personal Information is separately restricted under laws, ordinances and other similar instruments, the Bank shall not use such Personal Information for any purposes other than the purpose of use specified as shown below.

Pursuant to Article 13-6-6 of the Enforcement Regulations of the Banking Act and so forth, the Bank will not use, or provide to a third party, any information personal credit information institutions provided to the Bank concerning the debt repayment ability of a customer who is in need of funds, for any purposes other than to examine the debt repayment ability of the said customer.

In addition, pursuant to Article 13-6-7 of the Enforcement Regulations of the Banking Act and so forth, the Bank shall not use, or provide to a third party, any special private information such as information on race, beliefs, family origin, registered domicile, healthcare record or criminal record, for any purposes other than the appropriate management of the Bank's business operations and other purposes which are deemed necessary.

2. The Applicant and Collateral Provider(s) understand and agree that, in order to verify the identity of the Applicant and Collateral Provider(s), the Bank may check the details on identification documents such as driver's license and passport (including acquiring copies) and obtain a residential certificate ("juminhyo") (also to confirm the residential address after the conclusion of the Contract).

Article 2 (Agreement on Provision of Personal Information to Third Parties)

1. If the Contract is an affiliated loan with a corporate or other similar entity or concluded through the acting as an agent or an intermediary by the Bank's agent, the Applicant and Collateral Provider(s) understand and agree that the Bank may provide Personal Information of the Applicant and Collateral Provider(s) to the partner company and other entities or the Bank agent to the extent required for managing and making decisions on the loan application, contract and its continuous use.
2. The Applicant and Collateral Provider(s) understand and agree that the Bank may provide Personal Information of the Applicant and Collateral Provider(s) to its subsidiaries and/or affiliates for the purpose of making decisions on and managing the Application, Contract and continuous use of relevant services.
3. The Applicant understands and agrees that the Bank may provide Loan Details in the Personal Information section in Article 1, Paragraph 1 herein to the joint guarantor(s) and Collateral Provider(s), in order to "3. Manage ongoing transactions; for instance, manage due dates for deposit and loan transactions;" and "8. Exercise rights and fulfill obligations pursuant to contracts (contracts between the Bank and customers and contracts directly or indirectly connected to the Bank's operations), laws and so forth," and for "14. Any other purposes pertaining to the appropriate and smooth performance of financial products and services offered by the Bank," prescribed in the Purpose of Use of Personal Information section in Article 1, Paragraph 1 herein.
4. The Applicant and Collateral Provider(s) understand and agree that the Bank may provide Personal Information of the Applicant and Collateral Provider(s) to a judicial scrivener, judicial scrivener's office and others hired by the Bank for the purpose of creating or changing a security right concerning the Contract and taking any other procedures incidental to the Contract.
5. The Applicant and Collateral Provider(s) understand and agree that the Bank may provide Personal Information of the Applicant and Collateral Provider(s) to an assignee of this loan (including an assignee candidate) or a special purpose company or other entity established for securitization of this loan, to the extent required for the assignment or securitization of this loan, who may use such Personal Information for the purpose of managing and collecting this loan.
6. The applicant understands and agrees that the Bank shall provide Personal Information (including the result of the loan application) to a property agency which the applicant is considering the purchase of a house from to manage the Procedure concerning the Contract.

Article 3 (Outsourcing Handling of Personal Information)

The Applicant and Collateral Provider(s) understand and agree that, if the Bank is to outsource administrative operations to a third party, the Bank may outsource the handling of Personal Information it has collected to the said third party after taking protection measures for the Personal Information.

Article 4 (Using and Registering to Personal Credit Information Institutions)

1. The Applicant understands and agrees that the Bank may use any Personal Information of the Applicant registered with the Bank's affiliated personal credit information institution or a personal credit information institution that has a partnership with such an institution (including information such as contract details and repayment status registered by any of the members of such institutions, information on dishonored bills and similar instruments registered by such institutions, information that the Japan Financial Services Association has requested to register, and information available in official gazettes such as information on bankruptcies) for the purpose of making decisions on credit transactions (meaning an investigation of repayment ability and new residential address; however, information on repayment ability shall only be used for the purpose of investigating repayment ability pursuant to Article 13-6-6 of the Enforcement Regulations of the Banking Act; the same shall apply hereinafter).
2. If the Bank has used its affiliated personal credit information institutions concerning the Application, the Applicant understands and agrees that the Japanese Bankers Association's Personal Credit Information Center (hereinafter, "KSC") and Japan Credit Information Reference Center Corp. (hereinafter, "JICC") will register the date of such use and the details of the Application for a period not exceeding one year from the date of registration at KSC and for a period of up to six months from the date of an inquiry at JICC, and that the members of such institutions and the members of their partner personal credit information institutions may use the said information for making decisions on their own credit transactions.
3. The Applicant understands and agrees that the Bank's affiliated personal credit information institutions may register Personal Information provided in the table below (including its history) and that members (including the Bank) of such institutions or members of partner personal credit information institutions of such institutions may use such information for making decisions on their own credit transactions.
4. The Applicant understands and agrees that personal credit information institutions and their members may mutually provide or use Personal Information provided in the table below for maintaining its accuracy and timeliness, handling complaints, and for personal credit information institutions to monitor the members' compliance with rules, thereby ensuring the protection and appropriate use of Personal Information, to the extent required for such operations.
5. The personal credit information institutions in the preceding four Paragraphs mean those listed below. Please check the website of each institution for their membership requirements, the names of members and other information. The personal credit information institutions disclose information that is registered to them (the Bank is not authorized to disclose it).

[Bank's Affiliated Personal Credit Information Institutions]

■ Japanese Bankers Association's Personal Credit Information Center
<https://www.zenginkyo.or.jp/pcic/> TEL 03-3214-5020

■ Japan Credit Information Reference Center Corp.
<https://www.jicc.co.jp/> TEL 0570-055-955

[Personal Credit Information Institutions in Alliance with the Bank's Affiliated Personal Credit Information Institutions]

● Credit Information Center
<https://www.cic.co.jp/> TEL 0570-666-414

[Information Registered and Registration Period]

Japanese Bankers Association's Personal Credit Information Center	
Information registered	Registration period
Obligor information including name, date of birth, address (including whether there has been any non-arrival of mail), telephone number and employer details	Period when any of the following information is registered
Contract details including loan amount, disbursement date, and maturity, and repayment status (including information on arrears, payment in subrogation, compulsory collection procedures, cancellation or full repayment, if any)	During the contract period or period not exceeding five years from the termination date of contract (or from the full repayment date if full repayment is not yet made)
Date when the Bank used its affiliated personal credit information institution and the details of the Contract or Application	Period not exceeding one year from the said date of use
Information on dishonored bills and so forth	Period not exceeding six months from the day a bill and so forth is dishonored for the first time; if the obligor is suspended from transactions, period not exceeding five years from the day the obligor is suspended from transactions
Information in official gazettes	Period not exceeding ten years from the day a decision is made to commence bankruptcy and other similar procedures
Fact that a complaint has been received concerning registered information and an investigation is underway	Period during the relevant investigation
Information reported by the obligor including the loss, theft of identification documents, or self-control of loan	Period not exceeding five years from the day the obligor made a report

Japan Credit Information Reference Center Corp	
Information registered	Registration period
Information for identifying the obligor (e.g., name, date of birth, gender, address, telephone number, name of employer, telephone number of employer, driver's license number)	Period when any of the following information is registered
Information concerning contract details (e.g., contract type, contract date, loan drawdown date, contract amount, amount loaned, and amount guaranteed); and Information on repayment status (e.g., payment date, scheduled payment date, loan balance, full repayment date, arrears, arrears resolved)	During the contract term and period not exceeding five years from the termination date of contract (or from the full repayment date if full repayment is not yet made)
Information concerning transactions (e.g., debt collection, debt rearrangement, performance of guarantees, compulsory termination, petition for commencement of bankruptcy proceedings, assignment of claims)	Period not exceeding five years from the date of occurrence of any of the facts in the left-hand column
Arrearage information	During the arrearage continuation period
Information concerning the clearing its arrearage and the assignment of claims	Period not exceeding one year from the date of occurrence of the clearance and assignment
Personal information based on the applications (e.g., information that identifies the person, application date and type of the requested product)	Period not exceeding six months from application date

Article 5 (Disclosing and Correcting Personal Information)

- The Applicant and Collateral Provider(s) may request notification of purpose of use, disclosure, correction, discontinuation of use or discontinuation of provision to third parties (hereinafter, "Disclosure and Correction") concerning Personal Information of the Applicant and Collateral Provider(s) collected by the Bank and the personal credit information institutions provided in Article 4 herein.
- The procedures for requesting Disclosure and Correction to the Bank are provided on the Bank's website (<https://www.shinseibank.com>).
- If it is found that any detail of Personal Information is incorrect through the disclosure by the Bank pursuant to Paragraph 1 of this Article, the Bank shall promptly correct or delete such detail.
- To make requests of Disclosure and Correction to personal credit information institutions, please contact the relevant personal credit information institutions listed in Article 4.

Article 6 (Actions to Be Taken in Case of Non-Agreement)

The Applicant and Collateral Provider(s) understand and accept that, if the Applicant and/or Collateral Provider(s) does not wish to disclose necessary information requested in the Application or does not agree to all or part of any of the provisions of this Agreement (including situations where a joint guarantor does not agree to all or part of the *Agreement on Handling of Personal Information*), the Bank may decline the Application or the conclusion of the Contract.

However, the foregoing shall not apply to non-agreement concerning the use of Person-

al Information of the Applicant and/or Collateral Provider(s) for the purposes provided in (10) and (11) and the purposes provided in (12) which is related to (10) and (11) in the *Purpose of Use of Personal Information* section in Article 1, Paragraph 1 (hereinafter, "Specific Purposes"). In this case, the Bank shall not decline the Application and the conclusion of the Contract on the ground of such non-agreement. The Applicant and Collateral Provider(s) may request the Bank to stop using Personal Information of the Applicant and Collateral Provider(s) collected by the Bank for Specific Purposes, and the Bank shall, upon receiving such request, take measures to stop using such Personal Information for Specific Purposes thereafter without delay. The procedures to request the Bank to discontinue the use of Personal Information for Specific Purposes are stated on the Bank's website provided in Article 5, Paragraph 2 herein.

Article 7 (Non-conclusion of Contract)

The Applicant understands and accepts that, even if the Contract is not concluded, information on the fact that the Applicant has made an application under the terms of this Agreement shall be registered to the Bank's affiliated personal credit information institutions for the purpose of investigating the Applicant's payment ability and shall be used by such institutions and members of their partner personal credit information institutions.

Article 8 (Modification)

The Bank may modify the provisions of this Agreement to the extent necessary pursuant to the procedures prescribed under laws and ordinances.

2. Agreement Concerning Representation and Warranty of Not Being Anti-Social Forces

■ The Applicant and Collateral Provider(s) represent and warrant that the Applicant and Collateral Provider(s) are not, and shall never be, an organized crime group, a member of an organized crime group, a person who ceased to be a member of an organized crime group in the last five years, an associate of an organized crime group, a company associated with an organized crime group, a corporate racketeer, a social, political or other movement racketeer, a special intelligence violence group, or others similar to the foregoing (hereinafter, collectively referred to as "Boryokudan"), that the Applicant and Collateral Provider(s) do not fall under any of (a) to (e) in 1 below, and that the Applicant and Collateral Provider(s) do not engage in, or cause a third party engage in, any of the actions in (a) to (e) in 2 below, and that the Applicant and Collateral provider(s) do not fall under any of (a) to (c) in 3.

- (a) Have a relationship with a Boryokudan where such Boryokudan controls the management of the Applicant or Collateral Provider(s)
(b) Have a relationship with a Boryokudan where such Boryokudan is in practice involved in the management of the Applicant or Collateral Provider(s)
(c) Have a relationship with a Boryokudan where the Applicant or Collateral Provider(s) willfully use such Boryokudan for the purpose of obtaining unjust gains for the Applicant, Collateral Provider(s) or a third party or for the purpose of inflicting

- (d) damage to a third party
(d) Have a relationship with a Boryokudan where the Applicant or Collateral Provider(s) provide funds or other benefits to such Boryokudan
(e) An officer or a person in practice involved in the management of the Applicant or Collateral Provider(s) has a relationship with a Boryokudan that is unacceptable in light of social norms.

- (a) Make a threatening demand
(b) Make an unjustifiable demand that is beyond legal responsibilities
(c) Use threatening actions or words or violence in connection with transactions
(d) Spread rumors or use fraudulent means or threats to damage the Bank's credibility or to obstruct the Bank's business operations
(e) Other acts similar to any of the foregoing
- (a) Persons subject to economic sanctions such as freezing assets
(b) Person subject to US OFAC sanctions
(c) Person who violates, or person considered as violation of money laundering, terrorist financing or economic sanction related-laws.

3. Confirmation on PowerFlex Account
1. Foreign Currency Savings Deposits

Once you open a PowerFlex Account, you can start yen deposit transactions as well as foreign currency savings deposit transactions. We therefore request you to carefully read the following section.

*Foreign currency savings deposit transactions are not a requirement for obtaining a PowerSmart Home Mortgage.

■ The Applicant understands and confirms the following:

- Unlike yen deposits, foreign currency savings deposits are not covered by deposit insurance.
- A foreign currency deposit saving may incur a foreign exchange loss due to fluctuations in foreign exchange rates, and the principal converted into yen at the prevailing exchange rate at the time of maturity or withdrawal can be smaller than the amount you initially deposited in yen.
- Due to the difference between the TTS rate (exchange rate for converting Japanese yen to a foreign currency) and the TTB rate (exchange rate for converting a foreign currency to Japanese yen) quoted by the Bank, the principal of your foreign currency saving deposit may become smaller than the amount you initially deposited even if there is no fluctuation in foreign exchange rates.

2. Account Management Fee

■ The Applicant confirms that an account management fee for this account shall be automatically debited from the yen savings deposit in the settlement account using a method stipulated by the Bank.

*As of July 1, 2021, Shinsei Bank charges no account management fee for this account. The Bank will notify our customers in advance of any change we introduce to the account management fee.

3. Agreement on Measures Concerning the Breach of Representation and Warranty of Not Being Anti-Social Forces

■ If the Applicant breaches any of the representations and warranties in 2 above (limited to the representations and warranties concerning the Applicant) or if it is found that the Applicant has made a false statement concerning thereto, the Applicant shall not raise any objection to the suspension of transactions on the Applicant's PowerFlex Account or its termination with notice. The Applicant shall accept any and all damage incurred from the above as the Applicant's responsibility and shall not demand that the Bank compensate for such damage, and shall pay any damage incurred by the Bank in the amount of such damage.

4. Confirmation and Agreement Concerning Address Change Procedure of PowerFlex Account after Disbursement

After the Disbursement, when the Applicant submits the copy of the residence certificate in order to confirm the residential status of the property which is an object of the financing, if the Applicant has not carried out the Address change procedure of PowerFlex Account, the Applicant requests the Bank to proceed the Applicant's Address change procedure in accordance with the copy of the residence certificate which the Applicant submitted. However, in the case below 1 to 5 or especially being requested by the Bank, the Applicant agrees to carry out the Address change procedure.

- Hold an investment trust account
- Hold an account of the Shinsei Securities Co., Ltd
- Use a tax-free small deposit system (Maruyū)
- Use an Education funding dedicated account