

(Translation)

TERMS AND CONDITIONS OF FOREIGN REMITTANCE TRANSACTIONS

Article 1. Scope of Application

The Terms and Conditions contained herein shall apply to foreign remittance transactions, provided for in any of the following, using an Application for Remittance:

- (i) Overseas Remittance Transactions;
- (ii) Foreign currency remittance transactions payable to a payee account held at the head office or branches of The Nomura Trust and Banking Co., Ltd (hereinafter referred to as the “Bank”) in Japan or at other financial institutions in Japan;
- (iii) Remittance transactions in yen between a (non-) resident and a nonresident as defined in the Foreign Exchange and Foreign Trade Act (hereinafter referred to as the “Act”) and relevant regulations, payable to a payee account held at the head office or branches of the Bank in Japan or at other financial institutions in Japan;
and
- (iv) Transactions similar to any of the above.

Article 2. Definitions

Terms used herein shall be defined as follows:

- (i) The term “Overseas Remittance Transactions” means the following acts conducted by the Bank under entrustment by the applicant:
 - a . Issuance of a Payment Order to the Banks Concerned as defined Subparagraph (iv) to entrust crediting a certain amount of funds to a payee account held at other financial institutions located in a foreign country, as designated by the applicant (Advise & Credit);
 - b . Issuance of a Payment Order to the Banks Concerned to entrust payment of a certain amount of funds to a payee residing in a foreign country (Advise & Pay/Pay on Application); or
- (ii) The term “Payment Order” means an instruction to the Banks Concerned from the Bank, under the entrustment by the applicant, to make a certain amount of funds available to the payee.
- (iii) The term “Paying Bank” means a financial institution which credits the funds remitted to the payee account or pays the same to the payee.

- (iv) The term “Banks Concerned” means the Paying Bank, and the head office or branches of the Bank or other financial institutions which conduct the following for remittances:
 - a . Intermediation of Payment Orders; or
 - b . Settlement between banks of funds to be remitted.

Article 3. Requests for Remittance

(1) A request for remittance shall be handled as follows:

(i) A request for remittance shall only be received by the Bank during business hours for teller service which the Bank shall prescribe.

(ii) When requesting a remittance, the applicant shall submit the Application for Remittance as prescribed by the Bank, correctly stating the information prescribed by the Bank including the type of remittance, the method of payment, the name of the branch or office of the Paying Bank, the payee's name, the account number or the address of the payee, the amount of remittance, the applicant's name, the address and telephone number of the applicant and the bearer of the charges for the Banks Concerned. After filling in the required information, the Applicant shall place the applicant's signature or affix the applicant's printed name and seal (Kimei Oin) to the Application for Remittance.

(iii) The Bank shall deem the details stated in the Application for Remittance provided for in the preceding Subparagraph as the content of the request.

(2) When receiving an Application for Remittance, the Bank is required to verify certain matters under laws and regulations governing foreign exchange. The applicant shall, therefore, satisfy the following requirements:

(i) The applicant shall state the purpose for remittance and any other required information in the Application for Remittance;

(ii) The applicant shall state the designated items in the Declaration Form prescribed by the Bank and submit it, except for cases such as when the funds for remittance are to be debited from an account of the applicant of whom the Bank shall have confirmed the identity by official documents prescribed by the Bank under laws and regulations governing foreign exchange (hereinafter referred to as the “Official Documents”);

(iii) The applicant shall present the Official Documents to the Bank to identify him/herself, except for cases such as when the funds for remittance are to be debited from an account of the applicant of whom the Bank shall have confirmed the identity by the

Official Documents; and

- (iv) For any transactions requiring permission or such, the applicant shall present or submit to the Bank documents proving the said permission or such.
- (3) When requesting a remittance, the applicant shall pay to the Bank the funds to be remitted as well as remittance charges, charges for the Banks Concerned and any other charges and expenses required in connection with this transaction as prescribed by the Bank (hereinafter referred to collectively as the “Remittance Funds”). The Bank shall not accept checks or other instruments as the Remittance Funds.

Article 4. Remittance Entrustment Contract and Its Cancellation

- (1) The Remittance Entrustment Contract (hereinafter referred to as the “Contract”) shall be deemed to have been entered into when the Bank accepts the request for remittance and receives the Remittance Funds.
- (2) When the Contract is entered into pursuant to the preceding Paragraph, the Bank shall provide the applicant with a statement of remittance or other documents relating to the substance of the Contract. The applicant shall properly keep the said statement of remittance or other documents since the applicant may be requested by the Bank to submit these documents later in the events such as cancellation of remittance by the Bank or by the applicant.
- (3) Even after entering into the Contract pursuant to Paragraph (1) above, the Bank may cancel the Contract should the Bank recognize any of the following before it issues the Payment Order to the Banks Concerned:
 - (i) The remittance is in violation of the Act and relevant laws and regulations such as it becoming subject to an emergency suspension of transactions;
 - (ii) A war or insurrection has broken out or the freezing of assets or suspension of payments of the Banks Concerned occurs, or any of the above is likely to occur; or
 - (iii) The Bank determines, at its own discretion, that the Contract should be canceled on other reasonable grounds such as the possibility of the remittance being linked with a criminal or unlawful act.

In the case of such, the Bank shall not be responsible for any loss or damage incurred by the applicant in connection with the cancellation of the Contract.

- (4) In the case of cancellation of the Contract by the Bank pursuant to the preceding Paragraph, the Bank shall return to the applicant the Remittance Funds the Bank has received. In such event, the applicant shall submit a receipt or other documents as

prescribed by the Bank with the signature or the printed name and seal (Kimei Oin) which are identical to those used on the Application for Remittance, along with the statement of remittance or other documents as provided for in Paragraph (2) above. Furthermore, when the Bank requests such, the applicant shall submit documents identifying the applicant to the Bank and/or provide a guarantor to the Bank, as prescribed by the Bank.

(5) When the Bank returns the Remittance Funds after verifying, with reasonable care, the signature or seal used on the receipt or other documents with those used on the Application for Remittance, the Bank shall not be responsible for any loss or damage incurred by the applicant in connection with the return.

Article 5. Issuance of Payment Orders

(1) Upon entering into the Contract, unless it is cancelled by the Bank pursuant to Article 4, Paragraph (3), the Bank shall issue a Payment Order to the Banks Concerned without delay in accordance with the content of the request.

(2) For carrying out the remittance, in accordance with the laws, regulations, recommendations and customs of Japan and relevant countries, as well as certain procedures prescribed by the Banks Concerned or the requirements of the means of communication used in foreign remittance, the Bank notify some or all of following information to the Bank Concerned, in written Payment Order. In accordance with the requirements from the Banks Concerned, the Bank may also notify them said information for remittance. Besides that, the Bank Concerned may disclose the information notified by the Bank to the payee.

- i) the information stated in the Application for Remittance;
- ii) the information such as the applicant's account number, address and transaction number and any other which specify the applicant;
- iii) the information such as the payee's account number, address and any other which specify the payee.

(3) The means of transmission for issuing a Payment Order shall be determined by the Bank as it deems appropriate. The Bank shall also choose the Bank Concerned unless specified otherwise by the applicant.

(4) In the following circumstances, the Bank may choose a Bank Concerned as the Bank deems appropriate notwithstanding the instruction by the applicant. In such cases, the Bank shall promptly notify the applicant of the decision:

- (i) The Bank deems it impracticable to follow the designation by the applicant; or
- (ii) The Banks considers that excessive costs against the applicant or delays in

remittance are expected if the Bank follows the instruction by the applicant, and the Bank deems other Banks Concerned to be appropriate.

(5) The Bank shall not be responsible for any loss or damage incurred by the applicant caused by the handling pursuant to preceding Paragraphs (2), (3) and (4).

Article 6. Charges and Expenses

(1) When the Bank accepts the request for remittance, The Bank shall apply the Bank's prescribed foreign exchange rate at the time of the actual calculation executed by the Bank when the funds to be remitted are received in a currency different from the currency used for the remittance, except for the case where a forward foreign exchange contract has been concluded between the Bank and the applicant. the applicant remittance charges, charges for the Banks Concerned and any other charges and expenses required in connection with this transaction as prescribed by the Bank. Additional charges and expenses relating to the Banks Concerned, if any, shall be charged to the applicant at a later date.

(2) When the Bank accepts a request for an inquiry, amendment or cancellation by the applicant, the Bank shall charge to the applicant certain charges and expenses, as prescribed by the Bank and the Banks Concerned, as set out below:

- (i) Inquiry charges;
- (ii) Amendment charges;
- (iii) Charges for cancellation initiated by the applicant;
- (iv) Cable charges and postage; and
- (v) Any other charges and expenses related to the inquiry, amendment or cancellation initiated by the applicant.

In such cases, the charges or expenses indicated in the preceding Paragraph shall not be returned. Additional charges and expenses relating to the Banks Concerned, if any, shall be paid byto the applicant at a later date.

Article 7. Exchange Rates

(1) The Bank shall apply the Bank's prescribed foreign exchange rate at the time of the actual calculation executed by the Bank when the funds to be remitted are received in a currency different from the currency used for the remittance, except for the case where a forward foreign exchange contract has been concluded between the Bank and the applicant.

(2) When repaying the Remittance Funds or refunds provided for in Article 4, Paragraph (4);

Article 9, Paragraph (3); and Article 11, Paragraph (1), Subparagraph (iii); the Bank shall apply the Bank's prescribed foreign exchange rate at the time of the actual calculation executed by the Bank when such amounts are to be returned to the applicant in a currency different from the remitted currency, except for the case where a forward foreign exchange contract has been concluded between the Bank and the applicant.

Article 8. Currency of Payment to the Payee

In the case the applicant requests a remittance being made in the currency provided for in any of the following Subparagraphs, the currency received by the payee may differ from the currency originally designated by the applicant. In this case, laws, regulations and customs and practices of the relevant countries, as well as certain procedures prescribed by the Banks Concerned, shall be observed in deciding the currency of payment, foreign exchange rate, charges and such.

- (i) The currency different from the currency of the country in which the Paying Bank is located.
- (ii) The currency different from the currency of the account of the payee.

Article 9. Inquiries concerning Transaction Details

- (1) When the applicant has any doubts or questions concerning the remittance transaction such as the remitted funds not being paid to the payee despite that the request for remittance has been made, the applicant shall promptly make an inquiry with the office that accepted the request for remittance (hereinafter referred to as the “Office in Charge”). The Bank shall then conduct an investigation such as inquiring with the Banks Concerned and report the results thereof to the applicant. The applicant shall submit an application for inquiry as prescribed by the Bank, upon the request of the Bank.
 - (2) In the case the Banks Concerned make any inquiries with respect to the Payment Order, the Bank may inquire of the applicant for the content of the request for remittance. The applicant shall respond to the inquiry promptly. If the applicant does not respond within a reasonable period of time or makes an inappropriate reply, the Bank shall not be responsible for any loss or damage incurred by the applicant caused thereby.
 - (3) In the event that the Bank recognizes that the remittance with respect to the Payment Order is unable to be made due to reasons such as refusal of the Payment Order by the Banks Concerned, the Bank shall promptly inform the applicant of said failure.
- When the Bank receives any refund for The Bank shall apply the Bank's prescribed foreign exchange rate at the time of the actual calculation executed by the Bank when the funds to be remitted are received in a currency different from the currency used for the

remittance, except for the case where a forward foreign exchange contract has been concluded between the Bank and the applicant. the remittance from the Banks Concerned, the Bank shall immediately return such amount to the applicant. In such event, the applicant shall take certain procedures as prescribed by the Bank, in line with the cancellation procedures provided for in Article 11.

Article 10. Amendments to Requests

(1) In the case the applicant intends to amend the content of the Contract that has already been entered into, the applicant shall request the amendment according to the following procedures at the teller's counter of the Office in Charge. However, any amendment to the amount of remittance shall be handled as stated in the cancellation procedures set out in Article 11.

(i) The applicant shall submit an application for amendment (hereinafter referred to as the "Application for Amendment") as prescribed by the Bank with the signature or the printed name and seal (Kimei Oin) which are identical to those used on the Application for Remittance, along with the statement of remittance or other documents as provided for in Article 4, Paragraph (2). In such case, the Bank may request the applicant to submit documents identifying the applicant to the Bank and/or provide a guarantor to the Bank, as prescribed by the Bank.

(ii) When the Bank accepts a request for amendment, the Bank shall implement necessary procedures without delay such as issuing amendment instructions in accordance with the substance of the Application for Amendment via the Banks Concerned and the transmission method which the Bank deems appropriate.

(2) With respect to the handling of the Application for Amendment submitted for the amendment request pursuant to the preceding Paragraph, the provision of Article 4, Paragraph (5) shall apply, mutatis mutandis. The Bank shall not be responsible for any loss or damage caused by the handling provided for in Subparagraph (ii) of the preceding Paragraph.

(3) Amendments provided for in this Article may not be completed due to reasons such as refusal by the Banks Concerned, restrictions by laws and regulations, and certain actions taken by the governments, courts or other public authorities. If the applicant then requests cancellation because the amendment is not completed, the applicant shall follow the procedures for cancellation in the next Article.

Article 11. Cancellation Initiated by the Applicant

(1) When an applicant intends to cancel the request for remittance after the Contract has

been entered into, such cancellation shall be processed in accordance with the following procedures at the teller's counter of the Office in Charge:

(i) When requesting cancellation, the applicant shall submit an application for cancellation (hereinafter referred to as the "Application for Cancellation") as prescribed by the Bank with the signature or the printed name and seal (Kimei Oin) which are identical to those used on the Application for Remittance, along with the statement of remittance or other documents as provided for in Article 4, Paragraph (2). In such case, the Bank may request the applicant to submit documents identifying the applicant to the Bank and/or provide a guarantor to the Bank, as prescribed by the Bank.

(ii) When the Bank accepts a request for cancellation, the Bank shall implement necessary procedures without delay such as issuing cancellation instructions in accordance with the substance of the Application for Cancellation via the Banks Concerned and the transmission method which the Bank deems appropriate.

(iii) When the Bank receives a refund relating to the remittance from the Banks Concerned which accepted the cancellation, the Bank shall immediately return such amount to the applicant. In such event, the applicant shall submit a receipt or other documents as prescribed by the Bank with the signature or the printed name and seal (Kimei Oin) which are identical to those used on the Application for Remittance. Furthermore, when the Bank requests such, the applicant shall submit documents identifying the applicant to the Bank and/or provide a guarantor to the Bank, as prescribed by the Bank.

(2) The provision of Article 4, Paragraph (5) shall apply, *mutatis mutandis*, to the handling of the Application for Cancellation submitted, and the receipt or other documents required when the refunds are to be returned pursuant to the preceding Paragraph. The Bank shall not be responsible for any loss or damage caused by the handling provided for in Subparagraph (ii) of the preceding Paragraph.

(3) Cancellation provided for in this Article may not be completed due to reasons such as refusal by the Banks Concerned, restrictions by laws and regulations, and certain actions taken by the governments, courts or other public authorities.

Article 12. Contact for Notices and Inquiries

(1) In the case the Bank gives notice to or makes an inquiry with the applicant in respect to this transaction, the Bank shall use the address and telephone number stated in the Application for Remittance.

(2) If the communication pursuant to the preceding Paragraph cannot be made due to improper entry of the stated address or telephone number, interruption of telephone

service or such, the Bank shall not be responsible for any loss or damage caused thereby.

Article 13. Force Majeure

The Bank shall not be responsible for any loss or damage arising out of any of the following:

- (i) An unavoidable event such as disasters, incidents, wars, accidents during transit, restrictions by laws and regulations, and certain actions taken by the governments, courts or other public authorities;
- (ii) Any failure or malfunction of terminals, communication circuits, computers or other equipment; or any mutilation, error or omission in the text resulting from such, which occurred despite reasonable security measures taken by the Bank;
- (iii) The handling by the Banks Concerned of the remittance in accordance with the customs and practices of the country in which the Banks Concerned are located or with certain procedures prescribed by the Banks Concerned; or any reason attributable to the Banks Concerned other than the head office or branches of the Bank;
- (iv) Any reason attributable to the applicant such as the incorrect description of the name of the payee;
- (v) Messages from the applicant to the payee;
- (vi) The relationship between the applicant and the payee or a third party, on which the remittance is based; or
- (vii) Any reason other than those attributable to the Bank.

Article 14. Prohibition of Transfer or Pledge

The applicant shall not be allowed to transfer nor pledge rights under the transactions made herein.

Article 15. Application of Deposit Terms and Conditions

In the case the applicant requests a remittance by debiting the Remittance Funds from an account held at the head or branches of the Bank, the withdrawal shall be made in accordance with the relevant deposit terms and conditions.

Article 16. Compliance with Laws and Regulations

Matters not stipulated in these Terms and Conditions of Foreign Remittance Transactions shall be governed by laws, regulations, customs and practices of Japan and other relevant countries, and the procedures prescribed by the Banks Concerned.

(This English translation is for the convenience of the applicant only. If any discrepancy between the Japanese and English versions of these Terms and Conditions exists, the official Japanese text shall prevail.)