



HSBC Premier

Terms & Conditions

HSBC Premier

The Hongkong and Shanghai Banking Corporation Limited

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Section 1 HSBC Premier Account General Agreement

The provisions of the HSBC Premier Account General Agreement (the "Agreement") outlined herein apply to the HSBC Premier Account (the "Premier Account") held with the domestic branches of The Hongkong and Shanghai Banking Corporation Limited (the "Bank"). The Bank carries out transactions with the Customer (each "Customer" shall, where the context requires, include any personal representative or lawful successor of the Customer) when the Customer accepts all of the provisions of this Agreement and the Terms and Conditions pertaining to the Premier Account that are stipulated in the following Sections.

<Article 1> Purpose and Intent of This Agreement

This Agreement is intended to clarify the legal relationship between the Customer and the Bank with regard to the transactions under the Premier Account, as such transactions are stipulated in Article 5 of this Agreement.

<Article 2> Opening the Premier Account etc.

In making an application to open the Premier Account, the Customer is required to file such application with the Bank, by using the application form prescribed by the Bank on which required items must be filled in or inputted, by registering the seal (or signature, if the Customer prefers to register signature) with the Bank and by submitting to the Bank all the required documents prescribed by the Bank. The Customer may commence transactions only after the Bank has received and approved the application.

<Article 3> Verification of Customer Identity

1. The Bank will verify the Customer's identity using the prescribed method(s) in accordance with the relevant laws and regulations.
2. In the event of being unable to complete the verification of Customer's identity as stipulated in the preceding Paragraph, the Bank shall have the right to cancel any transaction, even if the transaction has been commenced.

<Article 4> Joint Account

The Premier Account cannot be opened in the form of a joint account with more than one account holder.

<Article 5> HSBC Premier Account Transactions

1. The Premier Account comprises of transactions and services prescribed in the following items; provided, however, that a separate application may be required for certain transactions and/or services:
 - (i) Yen Savings Account:
The Bank handles savings account transactions in Japanese Yen.
 - (ii) Multi Currency Savings Account:
The Bank handles savings account transactions in Japanese Yen and in certain foreign currencies designated by the Bank.
 - (iii) Time Deposit Account:
The Bank handles Yen Time Deposits in Japanese Yen and a Foreign Currency Time Deposits in certain foreign currencies designated by the Bank.
 - (iv) Structured Deposit Account:
The Bank handles time deposits which incorporate derivatives of interest rate, currencies, stocks, commodities, etc.
 - (v) HSBC Premier International ATM Card / HSBC Premier International Foreign Currency ATM Card:
The Bank handles the services and transactions prescribed by the Bank where the Customer uses the HSBC Premier International ATM Card / HSBC Premier International Foreign Currency ATM Card (the "ATM Card") issued by the Bank at automatic teller machines and cash dispenser machines (collectively, "ATM"), etc.
 - (vi) HSBC Premier Credit Card:
The Bank handles the services and transactions prescribed by the Bank, such as shopping usage, cash advancement services, card loans, etc., where the Customer uses the HSBC Premier Credit Card (the "Credit Card") issued by the Bank (subject to a requisite credit check of the Customer by the Bank).
 - (vii) HSBC Personal Internet Banking:
The Bank provides the services and transactions prescribed by the Bank where the Customer issues instructions using a computer terminal (the "Personal Internet Banking"). With regard to certain transactions designated by the Bank among the

transactions through the Personal Internet Banking and the Telephone Banking, the Security Device (the "Security Device") will be required in order to obtain the passwords which will be used only one-time for such respective transactions.

- (viii) Telephone Banking Services:
The Bank provides the services and transactions prescribed by the Bank where the Customer issues instructions using a telephone (the "Telephone Banking").
 - (ix) Local Funds Transfer:
The Bank undertakes transactions for domestic remittance (funds transfer) based on the remittance application prescribed by the Bank and other similar transactions.
 - (x) Overseas Remittance and Demand Draft Issuance:
The Bank undertakes transactions for overseas remittance based on the overseas remittance application and declaration form prescribed by the Bank and other similar transactions.
 - (xi) [deleted]
 - (xii) Auto-Debit/Transfer Service:
The Bank offers the auto-debit/transfer service from the Customer's depository account for the purpose of payment to a certain business entity designated by the Customer in accordance with the terms and conditions as prescribed by the Bank.
 - (xiii) Standing Remittance/Transfer Instruction:
The Bank executes the standing remittance/transfer instruction in accordance with the terms and conditions as prescribed by the Bank.
 - (xiv) HSBC Smart Housing Loan:
The Bank provides the Customer who is to purchase real estate or who is to refinance an existing mortgage loan with a loan under the terms and conditions as prescribed by the Bank (subject to a requisite credit check of the Customer by the Bank).
 - (xv) HSBC Smart Home Equity Loan:
The Bank provides the Customer who owns real estate with a loan, which is secured against such real estate under the terms and conditions as prescribed by the Bank (subject to a requisite credit check of the Customer by the Bank).
 - (xvi) Overdraft Service:
The Bank provides an overdraft credit limit to the Customer's depository account in accordance with the terms and conditions as prescribed by the Bank (subject to a requisite credit check of the Customer by the Bank).
 - (xvii) Investment Trust:
The Bank handles purchase/sale transactions etc. of the investment trust in the Integrated Investment Trust Account pursuant to the terms and conditions prescribed by the Bank.
2. The Bank has the right to cancel, withdraw or suspend or supplement any of the transactions and/or services at any time with or without notice to the Customer. Further, the Bank has the right to cancel the Premier Account of, or cancel, withdraw or suspend any of the transactions with, and/or services to, the specific Customer who does not satisfy the conditions as prescribed by the Bank (such as the total relationship balance requirement and other conditions regarding transaction status etc.).

<Article 6> Fees

1. The account management fees and other fees with respect to the Premier Account shall be prescribed by the Bank separately. The Bank shall have the right to deduct such fees, including the revised or the newly established fees, either from the Yen Savings Account or the Multi Currency

Savings Account at any time in a manner determined by the Bank; provided, however, that unless otherwise prescribed by the Bank, such fees shall be deducted from such accounts in the following order:

- (i) if the Customer has designated the account to be deducted, from such account; and
 - (ii) if the account so designated by the Customer does not have enough balance for the payment of such fees or if the Customer has not designated any account, in the order of (1) from the Yen Savings Account, (2) from the Multi Currency Savings Account in yen and (3) from the Multi Currency Savings Account in foreign currencies, until such fees have been fully paid.
2. In the event of deduction of the amount of fees from the depository account(s) in accordance with the foregoing Paragraph, and if such deduction is to be made from a depository account denominated in the currency other than the currency of the amount that the Bank shall collect, the Bank shall have the right to deduct from such account the amount which is calculated by applying the exchange rate at the time of such deduction pursuant to Article 15.
 3. In the event of the balance of the Customer's Yen Savings Account or the Multi Currency Savings Account not being able to meet the amount required to pay the fees (in the event of the Customer being able to use the Overdraft Service, then this shall include the amount available under such service), then the Bank may, in its sole discretion, allow a temporary unauthorized overdraft to such account in an amount equal to the difference between such balance and such amount. In this case, the applicable interest rate on the unauthorized overdraft amount over the Overdraft Service credit limit shall be determined by the Bank, which rate may differ from the interest rate applicable to the overdraft amount within such credit limit. Further, the Customer shall promptly pay to the Bank the unauthorized overdraft amount in excess of the Overdraft Service credit limit without the Bank's demand for payment.
 4. If the Bank revises the fees or imposes new fees, the Bank will inform the Customer, by reasonable methods such as displaying the information at the Bank's domestic branches or on the Bank's website www.hsbcpremier.jp ("HSBC Website"). The Customer is deemed to have agreed to such revision or imposition of fees and shall be bound by the amended terms, unless the Customer closes the Premier Account.
 5. Notwithstanding the preceding Paragraphs, the Bank may, at any time of the Bank's choice and in a manner and procedure prescribed by the Bank, cancel the Premier Account of, or cancel, withdraw or suspend any of the transactions with, and/or services to, the Customer, if the Bank is unable to deduct the fees, including the revised or newly established fees.
 6. The Bank shall receive the fees prescribed by this Article only to the extent permitted by laws and regulations and the Bank shall not charge any fees in breach of any applicable laws and regulations.

<Article 7> Dormant Account

1. The Bank may treat each of the Yen Savings Account and the Multi Currency Savings Account which has not had a deposit or withdrawal made, for the continuous period of twelve (12) months since the most recent deposit or withdrawal transaction, as a dormant account. The Bank is not required to notify the Customer of the fact that the account has become a dormant account.
2. Transactions with the ATM Card will not be allowed for the Account after it becomes a dormant account.
3. If two (2) years have elapsed after the account became a dormant account, the Bank may cease to accrue interest on the balance of such account at any time.
4. In the event that all the accounts prescribed in Paragraph 1 become dormant accounts, the Bank may impose restrictions on the use of the Premier Account. In this event, the Bank may charge the dormant account management fees as prescribed by the Bank.

<Article 8> Date of Transaction

1. All transactions with the Bank shall take place on a

"Business Day" stipulated by the Banking Law and Cabinet Office Regulations thereunder. A "Business Day" refers to a day other than Saturday, Sunday and any other Japanese bank holidays stipulated by the laws and regulations.

2. In the event that the Bank is requested by the Customer through branch, ATM, telephone, or the Internet to effect a transaction under the Premier Account, the Bank will, unless specifically instructed otherwise by the Customer, effect the said transaction request on the same day as the Bank accepts the said request. Depending on the day of acceptance, time of the day when the said request is accepted, subject currency and the type of the transaction, however, the Bank may effect the transaction request on the next Business Day or the second Business Day after the Bank accepts such request. With this regard, even if the balance of the account designated by the Customer for that transaction was sufficient for that transaction as at the time of the Bank's acceptance of such request, the Bank may treat such request as cancelled, if there is insufficient balance in such account as at the time of execution of such transaction.
3. Notwithstanding the foregoing 2 Paragraphs, in case where, depending on the nature of the transaction, the request for certain transaction in foreign currencies cannot be effected as aforesaid due to a holiday in the home country of the relevant currency, etc., the Bank may effect such transaction request on the first Business Day on which such transaction request can be effected.
4. Unless the adjustment method is specified in a separate agreement, if the interest payment date, maturity date or other date for the deposit designated at the time of contract falls on a public holiday in the country of the currency related to the relevant transaction (Japan in case of Japanese yen), the Bank may treat such date in accordance with the preceding Paragraph.

<Article 9> Minimum Deposit

1. With respect to the Premier Account, the Bank may require the Customer to deposit, within the period designated by the Bank, more than the amount designated by the Bank into the Premier Account and maintain the same.
2. If the amount designated by the Bank is not deposited within the period designated by the Bank after the Premier Account is opened, or if the same is not maintained under the Premier Account, the Bank may, at any time of the Bank's choice and in a manner and procedure prescribed by the Bank, cancel the Premier Account of, or cancel, withdraw or suspend any of the transactions with, and/or services to, the Customer.

<Article 10> Deposits

1. Deposits into the Premier Account shall be made in the manner prescribed by the Bank.
2. With regard to a remittance to the Premier Account, if the Bank receives a cancellation request from the originating financial institution due to a mistake transmission, such as a duplicate transmission etc., the Bank shall cancel the credit entry of the remitted funds.
3. If funds denominated in Japanese yen are remitted to the Premier Account without specifying the depository account, the Bank will credit the same to the Yen Savings Account.
4. If funds denominated in a foreign currency are remitted to the Premier Account without specifying the depository account, the Bank will credit the same to the Multi Currency Savings Account. In this event, the Bank will follow the provisions of Article 4 of "Section 3: Terms and Conditions for the Multi Currency Savings Account."
5. If a dispute arises with the originator of the remittance or other third party because of such handling in accordance with the foregoing two (2) Paragraphs, the Customer shall deal with such dispute at the cost and expense of the Customer. The Bank shall have no responsibility with regard to such dispute.

<Article 11> Treatment of Instruments

1. The Bank, in principle, will not accept deposits in cheques, bills and other instruments (collectively, the "Instruments"). However, the Bank may accept deposits in

the Instruments only to the extent permitted exceptionally by the Bank.

2. All the blank areas on a bill (date of issue and payee in particular) and cheque (particularly date of issue) shall be completed in advance by the Customer. The Bank bears no responsibility for the completion of any blank areas.
3. The Instruments shall be endorsed in advance by the Customer, where necessary.
4. The Bank will accept the deposit of, or make the payment on, the Instrument in the amount indicated in the amount column stipulated on such Instrument regardless of any other indication that may be shown elsewhere, whether in words or in figures.
5. The Customer shall pay the Bank any fees as prescribed by the Bank, if any expense is incurred to the Bank arising from the collection of the Instrument or if the Instrument entrusted for collection is dishonoured. Further, the Bank shall separately charge the cost incurred by the special requests of the Customer.
6. If the Bank asks another branch of the Bank or another financial institution to collect the Instrument on its behalf, the Bank will so entrust such collection by forwarding the Instrument in accordance with the timing and procedure as determined by the Bank.
7. As for the bill of exchange without acceptance of the payer, the Bank shall only notify the payer that the Bank is entrusted with its collection, but the Bank shall bear no obligation to present such bill for acceptance or payment. The same shall apply to Instruments which cannot be presented for clearance.
8. The Bank will credit the amount of the bill processed as "a bill to be paid on due date" to the Customer's Premier Account on its payment date, if (a) it reaches the number of days designated by the Bank before the payment date and (b) the bill is collectable by clearance, etc. on the due date. In this event, the Bank will make its amount available to the Customer for withdrawal, when the Bank confirms its settlement after the deadline for notifying the dishonoured bills between banks, on the next business day after the payment date. As for the bill not processed as "a bill to be paid on due date," the Bank will credit the amount of the bill to the Customer's Premier Account and make it available to the Customer for withdrawal, after confirming the settlement with the payment report between banks.
9. The amount of Instrument will not bear interest, nor will the deposit concerning such Instrument be made available for withdrawal, until the Bank confirms the settlement of such Instrument.
10. In the event that the Instrument deposited to the Premier Account is dishonoured, the Bank will immediately notify the Customer of such dishonour and debit the amount of such Instrument and the fees stipulated in Paragraph 5 from the Premier Account; the Bank will promptly return such Instrument based on the Customer's request.
11. Where the Instruments are dishonoured, the Bank shall take necessary steps to preserve the Customer's rights, only with regard to those for which the Bank has received the written requests from the Customer in advance.
12. In order to cancel the Instrument, the Customer shall submit to the Bank the Bank's designated request form either with the signature or seal which has been registered with the Bank, by the business day immediately before the payment date if such Instrument has the payment date. The Bank shall promptly cancel and return the Instrument to the Customer based on the Customer's request.
13. The Bank shall not be responsible for any damages resulting from losses, damages, defacement or delays of the Instruments due to unavoidable events such as incident, disaster or accident in transport. Similarly, the Bank shall assume no responsibility for any damages resulting from transmission delays caused by failure of communication devices or lines due to unavoidable events.
14. The rights of the applicant based on the entrustment of collection shall not be transferred or pledged.

<Article 12> Withdrawals

1. A withdrawal can be made only when the relevant

depository account has sufficient balance available for withdrawal (including the funds available through the Overdraft Service, where such service is available to the Customer) and only after the verification procedures have been completed with respect to the seal (or signature) affixed on the withdrawal slip etc. against the specimen of the seal (or signature) previously registered with the Bank. Notwithstanding the foregoing, where there are special provisions with regard to the transactions with the ATM Card or the transactions through the Personal Internet Banking or Telephone Banking, etc., such special provisions shall control.

2. Prior to using the Yen Savings Account and the Multi Currency Yen Savings Account to pay any charges (only those handled by the Bank), the Customer shall complete all the procedures as prescribed by the Bank.
3. In the event that more than one withdrawal is requested by the Customer on a single day and the aggregate amount of those withdrawal requests exceed the available amount for withdrawal, the Bank may at its discretion decide which withdrawal is processed.

<Article 13> Application of Laws and Regulations Related to Foreign Exchange

All foreign currency transactions between the Customer and the Bank will be dealt with in accordance with this Agreement, as well as the Foreign Exchange and Foreign Trade Law, any Government or Ministerial ordinances promulgated there under and any other foreign exchange related laws and regulations.

<Article 14> Fluctuations in Foreign Exchange Rates

The Customer hereby confirms that he or she fully understands and acknowledges the possibility of gain or loss due to the exchange rate fluctuations in relation to the foreign exchange transactions. The Bank bears no responsibility for such loss incurred by the Customer.

<Article 15> Foreign Exchange Conversion Rate

1. In the event that all or part of a deposit is withdrawn and converted into another currency, that the repayment of obligation to the Bank by setoff etc. is made in a currency other than the one in which such obligation is denominated or that a deposit is transferred to another deposit after conversion of the currencies, the Bank shall comply with such timing, method and procedure as prescribed by the Bank, and apply the exchange rate determined by the Bank.
2. In the event of conversion into a currency other than the one in which the funds deposited are denominated when a credit entry to the Premier Account is made, the Bank shall apply the exchange rate determined by the Bank, similarly applying, mutatis mutandis, the provisions of the preceding Paragraph.

<Article 16> Branches Handling HSBC Premier Account Transactions

1. The transactions and services stipulated in this Agreement are offered only at the Bank's domestic branches designated by the Bank.
2. When reference is made in this Agreement and the Terms and Conditions in the following Sections to the "Bank" without specification, that term shall include only the Bank's domestic branches, but excludes the Bank's overseas branches.

<Article 17> Statement of Account

1. The Bank will issue the HSBC Premier Account Statement regarding the transactions that were effected for the Premier Account. The HSBC Premier Account Statement will be sent to the Customer's address registered with the Bank. The Bank will not issue any passbook, savings certificate, etc.
2. The Bank shall, with the Customer's consent, issue the HSBC Premier Account Statement outlined in the preceding paragraph for inspection via an electromagnetic method in place of the written format which is mailed to the Customer. In the event that the Bank issues the HSBC Premier Account Statement via an electromagnetic method, a written HSBC Premier Account Statement will not be issued.

3. The HSBC Premier Account Statement will be prepared as of the end of each month.
4. In the event that the Customer requests the Bank to re-issue an HSBC Premier Account Statement (including the case where an HSBC Premier Account Statement is to be issued in physical form when an HSBC Premier Account Statement is provided via an electromagnetic method as stipulated in Paragraph 2), the Bank will charge fees as stipulated by the Bank.
5. The HSBC Premier Account Statement may also be issued as a balance report for investment trusts.
6. If the HSBC Premier Account Statement or any other document sent by the Bank contains an erroneous record, the Customer shall notify the Bank thereof within fifteen (15) days after the date when such document is received by mail or when such document becomes available for inspection via an electromagnetic method (or within such specific period, if such period is specified separately). If the Bank shall not receive any such notice within such period, the Bank will treat that the Customer has acknowledged and agreed to the contents of such HSBC Premier Account Statement, etc.

<Article 18> Changes to Registered Information; Re-issuance of ATM Card, etc.

1. The Customer shall immediately notify the Bank in the manner as stipulated by the Bank, in the event of the loss of demand draft, cheque, cheque book, withdrawal slip, ATM Card, Security Device or seal; or in the event of any changes to the Customer's name, address, telephone number, workplace, seal, signature, or any other information registered with the Bank. In such cases, the Customer may also be required to submit to the Bank the extract of the family register, the seal impression certificate, or any other documentation as deemed necessary by the Bank.
 2. The Bank shall bear no responsibility for any damages incurred before the notification as stipulated in the preceding paragraph.
 3. Such fees as stipulated by the Bank will be charged for the re-issuance of the ATM Card or the Security Device.
 4. In the event that the Bank dispatches any notice or document to the name and address registered with the Bank, such notice or document will be deemed to have been delivered within the time which is normally expected for delivery, even if the said notice or document is delayed or does not reach the Customer.
 5. In the event that the Bank dispatches any notice or document to the name and address registered with the Bank, but such notice or document is returned to the Bank without reaching the Customer, the Bank may suspend the delivery of HSBC Premier Account Statement and limit all or part of the transactions with the Bank.
4. If any of the below-mentioned events occurs in respect of the Premier Account, the Bank may immediately limit or suspend any or all transactions under the Premier Account or, after serving the notice to the Customer, terminate the Premier Account:
 - (i) It is confirmed that the named Customer of the Premier Account does not exist or the transactions under the Premier account have been commenced against the named Customer's will.
 - (ii) The Customer violates Article 19 (Prohibition of Transfer or Pledge).
 - (iii) The Premier Account has been used, or is likely to be used, for any purpose that is in contrary to the public order or morality.
 - (iv) It is confirmed that the Customer has registered false information with the Bank.
 - (v) The Customer fails to perform the payment obligation owed to the Bank after the Bank's demand for its payment, or the Customer fails to observe the material points of the terms and conditions regarding the transactions with the Bank.
 - (vi) For any other reason, the Bank considers it necessary to limit or suspend any or all transactions under the Premier Account or to terminate the Premier Account.
 5. In addition to the circumstances set out in the preceding Paragraph, if the Customer constitutes any of the categories in any of the following Items and if the Bank determines it inappropriate for the Bank to continue transactions with the Customer, the Bank may suspend transactions under the Premier Account or, after serving the notice to the Customer, terminate the Premier Account:
 - (i) In case that the representations and covenants made by the Customer at the time of application for the opening of Premier Account have proved to be false.
 - (ii) In case that the Customer has become known to constitute any of the following:
 - (1) An organised group of gangsters (boryoku dan);
 - (2) A member of an organised group of gangsters;
 - (3) A quasi-member (jun kousei in) of an organised group of gangsters;
 - (4) An affiliated business enterprise of an organised group of gangsters;
 - (5) 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
 - (6) A person similar to any of the foregoing.
 - (iii) In case that the Customer has, either in person or with the assistance of any third party, engaged in any activity that corresponds to any of the following:
 - (1) Making a threatening demand (boryoku-teki yokyu kou);
 - (2) Making an illegal or unjustifiable demand;
 - (3) In relation to a transaction, engaging in a threatening speech or behaviour or threatening to or using illegal force;
 - (4) Starting a malicious or false rumour, or discrediting the Bank or disturbing the Bank's business by fraudulent means or illegal force; or
 - (5) Any activity similar to any of the foregoing.
 6. In addition to the circumstances set out in the preceding two (2) Paragraphs, in the event that the Customer has not used the Premier Account for the period separately stipulated by the Bank, or as the laws or regulations permit, the Bank may limit or suspend the transactions under the Premier Account, or, after serving the notice to the Customer, terminate the Premier Account.
 7. In the event that the Bank dispatches the notice of termination to the address which is registered with the Bank, such notice will be deemed to have been delivered within the time normally expected for delivery, even if such notice is delayed or does not reach the Customer.

<Article 19> Prohibition of Transfer or Pledge

The Customer may not, without the permission of the Bank, transfer, pledge or otherwise dispose of the Premier Account, deposits or any other rights.

<Article 20> Termination, etc.

1. The Customer can, unless otherwise stipulated by the Bank, terminate the Premier Account at anytime at the Customer's discretion. In order to terminate the Premier Account, the Customer must complete all the necessary items in the forms prescribed by the Bank, apply the Customer's registered seal (or signature) in the appropriate areas, and submit the completed forms to the Bank together with the ATM Card and the Security Device.
2. The Customer shall, upon termination of the Premier Account, pay in full any outstanding balance of the principal and interest of the overdraft facility, housing loans, and/or any other obligations that the Customer owes to the Bank in connection with the Premier Account.
3. When the Premier Account of the Customer, who has a product that, in principle, cannot be terminated during the term such as time deposits, is terminated, such termination procedures will be performed after crediting the proceeds of such product (after deduction of applicable cancellation fees prescribed by the Bank) to the Yen Savings Account or the Multi Currency Savings Account.

<Article 21> Notification of Appointment of Guardian of Adult etc.

1. In the event that assistance, curatorship or guardianship commences in respect of the Customer by an order issued by the Family Court, the Customer or such guardian of adult etc. shall immediately notify the Bank of the name of

the relevant guardian of adult etc. and the other necessary information in the form as prescribed by the Bank. In such event, the Bank may request the identity verification documents as prescribed by the Bank with regard to such guardian of adult etc.

2. In the event that a supervisor of voluntary guardian of adult is appointed by an order issued by the Family Court in respect of the Customer, the Customer or such voluntary guardian of adult or such supervisor shall immediately notify the Bank of the name and the other information of such voluntary guardian of adult and such supervisor in the form as prescribed by the Bank. In this event, the Bank may request the identity verification documents as prescribed by the Bank with regard to such voluntary guardian of adult and such supervisor.
3. In case where an order to commence assistance, curatorship or guardianship has already been issued, or a supervisor of voluntary guardian of adult has already been appointed, with respect to the Customer, the notification procedures stipulated in the preceding two (2) Paragraphs shall be similarly taken.
4. In case of any cancellation or amendment of any information notified to the Bank pursuant to the preceding three (3) Paragraphs, the notification thereof shall be similarly made.
5. The Bank will bear no responsibility for any damages incurred before the notification as stipulated in the preceding four (4) Paragraphs.

<Article 22> Set off etc.

1. In the event that any obligation to the Bank of the Customer is due, the Bank may set-off such obligation against any deposit or other claim against the Bank of the Customer at anytime, even prior to the due date of such deposit or other claim.
2. In the event of the currencies of the obligation and of the claim are different, the Bank has the right to set-off as stipulated in the preceding Paragraph.
3. In the event of set-off as stipulated in the preceding two (2) Paragraphs, interest on discount rates for, and damages, etc. of the claims and obligations will be calculated for a period ending on the date of calculation, and the applicable interest rates and other rates thereto will be reasonably determined by the Bank. Further, the applicable foreign exchange rate will be the one at the time of such calculation by the Bank.
4. The Bank shall have the right to assign the obligations of the Customer to any judicial person etc. (the "HSBC Group Company") of the HSBC Group whose ultimate holding company is HSBC Holdings plc. or to any third party designated by the Bank without consent of the Customer for collection purposes. Further, such HSBC Group Company or such third party may assign the obligations of the Customer to any other HSBC Group Company (including the Bank) or to any other third party without any consent of the Customer. The Customer hereby agrees not to oppose to such assignment.
5. As the occasion demands, the Bank shall have the right to appoint any external debt collecting agency, and to have it collect the obligations owed by the Customer.

<Article 23> Indemnification

1. In the event that the Bank has collated, with due care, the seal (or signature) affixed on the cheque, withdrawal slip or any other document submitted to the Bank against the seal (or signature) of the person who has the authority to transact with the Bank registered with the Bank, and that the Bank has determined that they are identical, then the Bank shall not be liable for any damages incurred for any other reason whatever as a result of any incident such as any of them being forged, counterfeited, or fraudulently used, the person making the telephone call was not the Customer, etc.
2. Unless otherwise agreed by the Bank, any payment obligation of the Bank owed to the Customer in relation to the Premier Account will be performed only at the Bank's domestic branches as designated by the Bank.
3. With regard to the transaction, the Bank will bear responsibility for the results that are attributable only

to the Bank. The Bank will bear no responsibility for the results caused by the events beyond the Bank's reasonable control, such as imposition of taxes and other public dues; changes in currency value; regulations concerning foreign exchanges and remittances; market fluctuations; freezing of funds; forced remittances; war; natural disaster; civil unrest; economic blockade; laws, ordinances, and instruction by applicable agencies; intentional misconduct, negligence, default and bankruptcy of the correspondent institutions and other agents of the Bank; and delays and damages during transport.

4. The Bank shall not be liable for any delay or failure of the Bank's equipment, system or software, or in providing any of the Bank's services to the Customer to the extent that is attributable to any cause beyond the Bank's reasonable control including any communication equipment or line malfunction or failure, and under no circumstances shall the Bank be responsible to the Customer for losses, damages, or expenses arising from or in connection with such delay or failure, with the exception that the cause is attributable to the Bank.
5. In the event that the Customer and the Bank encounters discrepancies regarding the contents, amounts, etc. of the transactions reported in the HSBC Premier Account Statement or any other document or of the transactions actually executed between the customer and the Bank, the records of the Bank shall be treated as accurate in the absence of manifest error. The Bank will bear no responsibility for the damages etc. incurred as a result of such discrepancies, unless the cause is attributable to the Bank. With regard to the HSBC Premier Account Statement or any other document, if the Bank shall not have received any notice from the Customer to the contrary within fifteen (15) days after the date when such document is received by mail by the Customer or when such document becomes available to the Customer for inspection via an electromagnetic method, the Bank will treat that the Customer has acknowledged and agreed that the contents of such document are accurate.
6. In the event that five (5) years have passed after the execution of a transaction under the Premier Account, the Bank will not agree to any correction, cancellation, etc. of such transaction, absent manifest error on the part of the Bank.

<Article 24> Handling of Customer Information

1. The Bank shall handle the Customer information in accordance with the provisions separately prescribed by the Bank.
2. Subject to the limitations under the preceding Paragraph, the Bank may have any of the domestic or overseas HSBC Group Company or other third party designated by the Bank handle any Customer information. The Bank may disclose Customer information if required to do so by the applicable laws or by the court or in the other legal procedures, or if requested to do so by any governmental agencies.

<Article 25> Restrictions on Transactions etc.

1. If the Bank considers that the Customer's request for transaction etc. constitutes an abuse of the Bank's services, then the Bank can impose certain restrictions on such transaction or refuse to execute such transaction.
2. Even after the agreement is made with regard to the transaction etc. as requested by the Customer, if there arises a market disruption or a remarkable change in financial conditions prior to the execution of such transaction etc., then the Bank is entitled not to execute such transaction etc.
3. The Bank will bear no responsibility for any damages incurred by the Customer or any third party as a result of the restrictions on, or refusal of the execution of, transaction etc. as provided for in the preceding two (2) Paragraphs.

<Article 26> Prevention of Money Laundering and Financing of Terrorist Activities

1. The Bank will act in full compliance with all relevant laws and regulations, and requests by public organisations such as national governments, in view of the international

initiatives of the prevention of money laundering and financing of terrorist activities.

2. In connection with the overseas remittance service, if the Bank is required to submit certain materials etc. to the relevant authorities in order to comply with the laws and regulations concerning foreign exchange, the Bank is entitled to request the Customer to submit such materials etc. or to cooperate with the inquiries by the Bank. If the Bank cannot obtain such materials etc. or such cooperation, the Bank is entitled to take any measures that the Bank deems appropriate, including the refusal of the execution of such overseas remittance.
3. Neither the Bank nor any other HSBC Group Company will be liable for any loss (whether direct or consequential and including, without limitation, loss of profit or interest) or any damage suffered by the Customer or any third party arising out of:
 - (i) any delay or failure by the Bank or any HSBC Group Company in processing any payment messages or other information or communications, or in performing any of its duties or other obligations in connection with the Current Account or any other account or the provision of any services to the Customer, caused in whole or in part by any steps which the Bank or any HSBC Group Company, in its sole and absolute discretion, considers appropriate to take in accordance with any laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to, amongst other things, the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions; or
 - (ii) the exercise of any of the Bank's rights under this Article.
4. Neither the Bank nor any HSBC Group Company warrants that any information on the Bank's systems relating to any payment messages or other information and communications which are the subject of any action taken pursuant to this Article is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken.

<Article 27> Provision of Financial Information, Market Information, etc.

1. Any information regarding financial conditions, market rates and other facts that is provided at the Bank's branches, through the Bank's website, etc. (the "Information") is provided to the Customer for the reference purposes only, and the Bank shall not be deemed to have agreed to enter into transactions with the Customer at such rates and other conditions appearing on the Information.
2. Any report regarding the analysis, forecast, outlook of the financial conditions, market environment, etc. that is provided at the Bank's branches, through the Bank's website, etc. based on the Information and other information (the "Report" and together with the Information, the "Information etc.") is provided to the Customer for reference purposes only, and the Bank does not make any warranty whatsoever as to its contents, including, without limitation, any warranty that such contents are accurate, current or up-to-date or any warranty that such contents will realize in the future. The Customer hereby acknowledges that, with regard to the Information etc. originally provided by a third party, such Information etc. may be provided to the Customer, without any review etc. by the Bank, in its original contents as provided to the Bank by such third party and the Customer shall not make any objection to such provision of Information etc.
3. All the rights and powers, including, without limitation, all intellectual property rights, in the Information etc. shall belong to the Bank, the HSBC Group Company and the information provider concerning such Information etc. The Customer shall not obtain any right or power with regard to the Information etc., except that the Customer is entitled to use the Information etc. in connection with the transactions with the Bank or for the purposes of considering such transactions.

4. The Customer shall not engage in any of the following acts, unless otherwise agreed by the Bank:
 - (i) Creating a copy of; altering; providing to any third party of; or using for commercial purposes of; all or any part of the Information etc.; or
 - (ii) Integrating into any software etc. of; or creating any link from any other website to; all or any part of the Information etc.
5. The Bank, the HSBC Group Company or the information provider is entitled to set or amend, at any time, the usage conditions regarding the Information etc., such as making certain Information etc. available only to the Customer who has satisfied certain conditions, etc.

<Article 28> Governing Law and Jurisdiction

All transactions with the Bank, and the attached documents thereto and the terms and conditions therefore shall be construed in accordance with the laws and regulations of Japan (including governmental ordinances relating to finance and exchange control, etc. administrative guidance, and general practical examples of general practices). With regard to any lawsuit or legal proceeding concerning transactions with the Bank, either the court in Tokyo Area or such court having jurisdiction over the Bank's domestic branch concerning such transactions may be designated as having jurisdiction over such lawsuit or legal proceeding.

<Article 29> Procedural Customs, etc.

All the matters not set out in this Agreement shall be handled in accordance with other terms and conditions, rules and regulations of the Bank or the procedural customs adopted by the Bank.

<Article 30> Amendment

1. This Agreement is subject to change at any time at the Bank's sole discretion. Any amendment will become effective on the effective date of such amendment. Unless the Customer who holds the Premier Account terminates the Premier Account or suspends the use of the services or transactions concerning such amendment, the Customer shall be deemed to have agreed to such amendment and shall be bound by such amended terms and conditions.
2. When this Agreement is amended, the Bank shall notify the customer at least one (1) month prior to each of the said changes by proper means of notification, such as posting the notice at the Bank's domestic branches or on the Bank's website (www.hsbcpremier.jp). Notwithstanding the foregoing, with regard to the amendment to this Agreement based on the laws and regulations or the amendment to this Agreement which is deemed to have no material adverse impact on the Customer's rights or obligations, the Bank may implement such amendment with a shorter notification period or without any prior notification.

<Article 31> Transfer of Contractual Position of The Bank

The Bank may, upon prior written notice to, and without seeking the consent of, the Customer, transfer and assign all rights, interests and obligations of the Bank arising out of the transactions and services under the Premier Account to any HSBC Group Company incorporated in Japan, which is directly or indirectly wholly owned by HSBC Holdings Plc, and which is appropriately licensed to engage in the business regarding the transactions and services under the Premier Account.

<Article 32> English Translation

With regard to all the transactions with the Bank, the terms and conditions in Japanese shall constitute the authentic version, unless otherwise stipulated by the Bank. In the event that the Bank prepares the English translation of such Japanese terms and conditions for reference purposes, and if there is any discrepancy between the provisions of such Japanese version and the provisions of the English translation that is prepared for reference purposes, the provisions of such Japanese version shall prevail.

<Article 33> Deposit Insurance

Deposits held with the Bank's domestic branches are not covered by Deposit Insurance.

Section 2 Terms and Conditions for Yen Savings Account

The Terms and Conditions for Yen Savings Account (hereafter in this section, the "Terms and Conditions") provides for the Bank's handling of all Yen Savings Account transactions (including deposit and withdrawal of Japanese Yen) made by a Customer with a Premier Account.

<Article 1> Transaction Details

In the Yen Savings Account, savings (futsu yokin) in Japanese Yen will be handled.

<Article 2> Accepting Deposits in Instruments

1. The Bank, in principle, will not accept deposits in cash or Instruments at the teller counters of the Bank's domestic branches for the Yen Savings Account.
2. Deposits with the ATM Card used at the ATMs of the Bank or those of financial institutions affiliated with the Bank shall be governed by the provisions in "Section 6: Terms and Conditions for HSBC Premier ATM Card."

<Article 3> Accepting Deposits by Fund Transfers

The Bank will accept deposits by fund transfers (which must be in Japanese Yen or in a foreign currency approved by the Bank) from other financial institutions to the Yen Savings Account. If the fund so transferred is in a foreign currency approved by the Bank, such fund shall be credited to the account after the same is converted into Japanese Yen. The amount to be credited at that time shall be the amount, pursuant to Article 15 of "Section 1: HSBC Premier Account General Agreement", calculated by applying the exchange rate at the time of accepting such fund transfer.

<Article 4> Deposit Unit

The unit of deposit shall be one (1) Yen.

<Article 5> Withdrawals

1. Withdrawals, in principle, may be made with the ATM Card from the ATMs of the Bank or those of financial institutions affiliated with the Bank; or by fund transfer to another account at the teller counters of the Bank's domestic branches or through Telephone Banking Services or Personal Internet Banking. Such withdrawals shall be made in accordance with the following:
 - (i) The Bank will only accept a Customer's request to withdraw over the counter at the Bank's domestic branches if the seal impression (or signature) on the Withdraw Request Form matches the seal (or signature) previously registered with the Bank. If deemed necessary, the Bank shall be able to request the identity verification statement in accordance to the Bank's prescribed method(s).
 - (ii) The Bank will only accept a Customer's ATM withdrawal request if the PIN used at the time of operating the ATM matches the PIN previously registered with the Bank. For the avoidance of doubt, ATM Card usage shall be governed by "Section 6: Terms and Conditions for HSBC Premier ATM Card."
 - (iii) When the Customer makes a transfer from the Customer's Yen Savings Account to the Customer's other account under the Premier Account via Telephone Banking Services, the Bank shall verify the Customer's identity by the PIN entered through the phone. In case the Customer makes a transfer to a depository account outside the Customer's Premier Account, a One Time Password is required in addition to this. The Bank will only accept the

Customer's request for transfer, in lieu of documents provided by the Customer, if the Bank has completed all Customer identity verification procedures by the aforementioned method or any other alternative method separately prescribed by the Bank. For the avoidance of doubt, Telephone Banking Services usage shall be governed by "Section 9: Terms and Conditions for Telephone Banking Services."

- (iv) When the Customer makes a transfer from the Customer's Yen Savings Account to the Customer's other account under the Premier Account via Personal Internet Banking, the Bank shall verify the Customer's identity by the user name and PIN that have been entered through the internet terminal. In case the Customer makes a transfer to a depository account outside the Customer's Premier Account, a One Time Password is required in addition to these. The Bank will only accept the Customer's request for transfer, in lieu of documents provided by the Customer, if the Bank has completed all Customer identity verification procedures by the aforementioned method or any other alternative method separately prescribed by the Bank. For the avoidance of doubt, Personal Internet Banking usage shall be governed by "Section 8: Terms and Conditions for HSBC Personal Internet Banking."

2. When the Customer uses the Yen Savings Account for the automatic payment of various fees etc., the Customer shall, in advance, carry out the procedures prescribed by the Bank.
3. If multiple payments are to be made on the same day and the total amount thereof exceeds the available balance of the Account, the decision as to which payment will be executed shall be made at the sole discretion of the Bank.

<Article 6> Deposit Interest

1. If the daily final balance (the amount of accepted securities etc. shall be excluded from such balance until they are settled) is one (1) Yen or more, deposit interest shall accrue for units of one (1) Yen and such interest, calculated at the interest rate designated by the Bank and displayed at the Bank's domestic branches as well as the Bank's Website, etc., shall be credited to the Customer's Yen Savings Account each month on a date designated by the Bank.
2. The interest rate referred to in the previous Paragraph will be varied reflecting changes in financial conditions.

<Article 7> Application of Other Provisions

1. Matters not provided for in the Terms and Conditions such as change in registered items, prohibition of transfer or pledge, termination, disclaimer, governing law, jurisdiction and changes in the terms and conditions, shall be governed by "Section 1: HSBC Premier Account General Agreement."
2. In the event of any discrepancy between "Section 1: HSBC Premier Account General Agreement" and the Terms and Conditions, the Terms and Conditions shall prevail.

Section 3 Terms and Conditions for Multi Currency Savings Account

The Terms and Conditions for Multi Currency Savings Account (hereafter, the "Terms and Conditions") govern procedures to be carried out by the Bank in respect of the Multi Currency Savings Account(s) of the Customer held under a Premier Account, including deposits or withdrawals in Japanese Yen or such foreign currencies as designated by the Bank, and all other banking transactions.

<Article 1> Contents of Transaction

In Multi Currency Savings Account, the savings (futsu yokin) in Japanese Yen and such foreign currencies designated by the Bank shall be handled.

<Article 2> Document to Be Delivered Prior to Execution of Contract

Pursuant to the applicable laws and regulations, the Bank will separately provide the Customer with the "document to be delivered prior to execution of contract" (keiyaku teiketsu-mae koufu shomen) prior to the opening of Multi Currency

Savings Account. The Multi Currency Savings Account will be opened only after the Customer acknowledges his/her understanding of the contents of such "document to be delivered prior to execution of contract" (keiyaku teiketsu-mae koufu shomen).

<Article 3> Acceptance of Deposits in Instruments

The Bank, in principle, will not accept deposits in cash or the Instruments for Multi Currency Savings Account.

<Article 4> Acceptance of Deposits by Remittance and via ATM

1. Deposits to the Multi Currency Savings Account can be made by remittance of funds (in Japanese Yen or such foreign currencies as designated by the Bank) from other financial institutions.
2. The account to be credited and the currency in which such credit will be made for the deposits made by remittance from other financial institutions will be determined in accordance with the followings:
 - (i) In case no currency for the account to be credited is designated:
 - (1) If the Multi Currency Savings Account in the same currency with the incoming funds exists, such funds will be deposited into such Multi Currency Savings Account.
 - (2) If the Multi Currency Savings Account in the same currency with the incoming funds does not exist, such funds will be exchanged into the equivalent amount in Japanese Yen and deposited into the Multi Currency Yen Savings Account.
 - (ii) In case the currency for the account to be credited is designated:
 - (1) If the Multi Currency Savings Account in the same currency with the designated currency for the account to be credited (the "Designated Currency") exists, incoming funds will be deposited into such Multi Currency Savings Account. However, if the currency of the remitted funds differs from the Designated Currency, such remitted funds will be converted into such Designated Currency and deposited into the Multi Currency Savings Account in the Designated Currency.
 - (2) If the Multi Currency Savings Account in the Designated Currency does not exist, incoming funds will be converted into Japanese Yen and deposited into Multi Currency Yen Savings Account.
3. In case the funds to be deposited are converted into the equivalent amount in a different currency pursuant to Item 1(1), the second sentence of Item 2(1) or Item 2(2) of the preceding Paragraph, the Bank will do so by applying the exchange rate at the time of the deposit, pursuant to Article 15 of "Section 1: HSBC Premier Account General Agreement".
4. The Customer shall solely be responsible for any disputes arising in connection with the handling under preceding two (2) Paragraphs between the Customer and the person who makes such remittance of funds, and the Bank shall not be responsible for such disputes at all.
5. The Bank will accept the deposits by means of the use of the Foreign Currency ATM Card at ATMs of the Bank located in Japan. Paragraph 2, Item 2 (1) and Paragraph 3 shall be applicable, mutatis mutandis, to such deposits, whereby the currency designated for such Foreign Currency ATM Card shall be deemed as the Designated Currency. For the avoidance of doubt, the usage of the Foreign Currency ATM Card shall be governed by "Section 6: Terms and Conditions for HSBC Premier ATM Card."

<Article 5> Deposit Unit

In the event that the currency of the deposit is Japanese Yen, the deposit can be made in units of one (1) Yen. In the event that the currency of the deposit is a foreign currency, the deposit can be made in units of one (1) auxiliary currency of such foreign currency.

<Article 6> Withdrawals

1. Withdrawals may be made through transfer to another account at the teller counters of the Bank's domestic branches or via Telephone Banking Services or HSBC Personal Internet Banking, and shall be made in

accordance with the followings:

- (i) The Bank will allow the withdrawals at the teller counters of the Bank's domestic branches, only if the Bank has completed the collation procedures with regard to the seal (or signature) affixed on the withdrawal slips with the Customer's seal (or signature) registered with the Bank. If deemed necessary, the Bank shall be able to request the identity verification statement in accordance with the Bank's prescribed method(s).
 - (ii) When the Customer makes a transfer to the other accounts within the Customer's Premier Account via Telephone Banking Services, the Bank shall verify the Customer's identity with the PIN (plus the one-time password, in case of remittances to other accounts not within the Customer's Premier Account) input via telephone. The Bank will provide the service only to the Customer who has completed the Customer identification processes, in lieu of submission of documents, by the said method or any other method that the Bank designates. The Customer shall also comply with "Section 9: Terms and Conditions for Telephone Banking Services", for the use of the Telephone Banking Services.
 - (iii) When the Customer makes a transfer to the other accounts within the Customer's Premier Account via HSBC Personal Internet Banking, the Bank shall verify the Customer's identity with the Customer's user name and PIN (plus the one-time password, in case of remittances to other accounts not within the Customer's Premier Account) input via internet terminal. The Bank will provide the service only to the Customer who has completed the Customer identification processes, in lieu of submission of documents, by the said method or any other method that the Bank designates. The Customer shall also comply with "Section 8: Terms and Conditions for HSBC Personal Internet Banking Services", for the use of the HSBC Personal Internet Banking Services.
2. [deleted]
 3. Notwithstanding Paragraph 1, the Customer can make a withdrawal from ATMs located outside of Japan of the Bank or an overseas Affiliated Party, by using the Foreign Currency ATM Card. The Bank will only accept the Customer's ATM withdrawal request if the PIN used at the time of operating the ATM matches the PIN previously registered with the Bank. For the avoidance of doubt, the usage of the Foreign Currency ATM Card shall be governed by "Section 6: Terms and Conditions for HSBC Premier ATM Card."

<Article 7> Interest on Deposits

1. If the currency of the deposit is Japanese Yen, each month, on the date designated by the Bank, the interest on such deposit shall be added to the Multi Currency Yen Savings Account, which will be calculated for units of one (1) Yen of the deposit by applying the interest rate determined by the Bank which rate is displayed at the Bank's domestic branches and website etc., provided that the daily final balance of such Multi Currency Yen Savings Account is not less than one (1) Yen (the amount of any Instruments etc. deposited shall be excluded from such account balance until they are finally settled).
2. If the currency of the deposit is a foreign currency, each month, on the date designated by the Bank, the interest on such deposit shall be added to such Multi Currency Savings Account in such foreign currency, which will be calculated for units of one (1) auxiliary currency of such foreign currency by applying the interest rate determined by the Bank which rate is displayed at the Bank's domestic branches and website etc., provided that the daily final balance of such Multi Currency Savings Account in such foreign currency is not less than one (1) unit of such auxiliary currency (the amount of any Instruments etc. deposited shall be excluded from such account balance until they are finally settled).
3. The interest rates mentioned in the preceding two (2) Paragraphs are subject to change in response to financial circumstances.

<Article 8> Application of Other Provisions

1. Matters not provided for in the Terms and Conditions, such as changes in registered items, prohibition of transfer or pledge, cancellation, disclaimer, governing law, jurisdiction or amendment of the provisions, shall be

governed by "Section 1: HSBC Premier Account General Agreement".

2. In the event of any discrepancy between "Section 1: HSBC Premier Account General Agreement" and the Terms and Conditions, the Terms and Conditions shall prevail.

Section 4 Terms and Conditions for Time Deposit Account

The Terms and Conditions for Time Deposit Account (hereafter in this Section, the "Terms and Conditions") govern transactions of time deposit in Japanese Yen or foreign currencies (each, the "Time Deposit") under the Time Deposit Account(s) of the Premier Account held by the Customer with the Bank, including deposits, withdrawals and all other transactions in connection therewith.

<Article 1> Contents of Transaction

1. The Time Deposit Account is for handling Time Deposits in Japanese Yen or such foreign currencies as designated by the Bank.
2. In soliciting the Time Deposits, the Bank may solicit, separately from a Time Deposit of the general type, for which the application will be accepted at any time, a Time Deposit of the limited-solicitation-period type, for which the Bank prescribes its solicitation period, currency, deposit date, Deposit Term, minimum amount for the aggregated application amounts and other conditions and for which the application will be accepted only during such solicitation period.

<Article 2> Document to Be Delivered Prior to Execution of Contract

Before the execution of the transactions with respect to the Time Deposit denominated in foreign currencies, the Bank will provide the Customer with the "Pre-account Opening Risk Explanation Form" (keiyaku teiketsu-mae koufu shomen) pursuant to the applicable laws, regulations and other rules. The transaction for Time Deposits denominated in foreign currencies will be processed only when the Customer acknowledges his/her understanding of the contents of, and agrees to "Pre-account Opening Risk Explanation Form" (keiyaku teiketsu-mae koufu shomen).

<Article 3> Deposit, Minimum Deposit Amount, Deposit Term and Maturity

1. The Bank will accept the Time Deposits by way of transfer from the Customer's Yen Savings Account or Multi Currencies Savings Account. The Bank will not accept cheques, bills and other instruments for this purpose.
2. The minimum and maximum amounts acceptable for Time Deposits shall be the amounts stipulated separately by the Bank.
3. The deposit term (the "Deposit Term") for the Time Deposit shall be the term determined by the Bank, which will be displayed at the Bank's domestic branches and on the Bank's website.
4. The maturity date of the Time Deposit will be determined by the Bank, as stipulated below. No Time Deposit of the fixed maturity date (kijitsu shitei teiki) will be handled:
 - (i) In the event that the deposit date falls on the date other than the last day of the month, the maturity date shall be the numerically corresponding date of such deposit date of the month after the Deposit Term; provided, however, that if such numerically corresponding date does not fall on a business day or falls on a bank holiday etc. in the principal market related to the relevant foreign currency with respect to the Foreign Currency Time Deposits, such maturity date shall be the next business day (provided, however, that if such next business day falls in the next calendar month, then the maturity date shall be the immediately preceding business day). In the event that there is no numerically corresponding date of the deposit date in the month after the Deposit Term, the maturity date shall be the last business day of such month.
 - (ii) In the event that the Deposit Date falls on the last day of the month, the maturity date shall be the last business day of the month after the Deposit Term.

<Article 4> Handlings at Maturity

1. At the time of making the Time Deposit, the Customer shall select the method of handling at the maturity from the following methods.
 - (i) Principal & Interest Renewal Type: On the maturity date, the Bank will renew the aggregate sum of the principal and interest of the Time Deposit as the Time Deposit in the same currency and for the same Deposit Term.
 - (ii) Principal Renewal Type: On the maturity date, the Bank will renew only the principal amount of the Time Deposit as the Time Deposit in the same currency and for the same Deposit Term. The interest will be credited to the Yen Savings Account or Multi Currency Savings Account in Yen or in the same currency, as such account (the "Designated Account") is designated by the Customer.
 - (iii) Non-Renewal Type: The Bank will proceed with credit entry of the aggregate sum of the principal and interest of the Time Deposit to the Designated Account on the maturity date.
2. As for the Time Deposit renewed pursuant to Items 1 and 2 of the preceding Paragraph, the maturity date of such Time Deposit before renewal (the "Renewal Date") shall become the deposit date of such renewed Time Deposit, and the maturity date of such renewed Time Deposit shall be determined in accordance with Article 3, Paragraph 4.
3. In the event that the Customer desires not to renew the Time Deposit of the automatic-renewal type (i.e., Principal & Interest Renewal Type and Principal Renewal Type) and desires to have them repaid on the maturity date (i.e. to change the handling at the time of maturity), the Customer shall follow the prescribed procedures by the time of a day as designated by the Bank on the business day immediately preceding the maturity date. As for the method of repayment of the principal amount and the interest, the provisions of Paragraph 1, Item 3 shall be applied mutatis mutandis. In case such Customer's request is received after the time of a day as designated by the Bank on the business day immediately preceding the maturity date, the repayment will be made on the following business day, and the interest on and after the maturity date will accrue at the interest rate designated by the Bank which is applicable to the Multi Currency Savings Account in the same currency of the Time Deposit (or the interest rate applicable to Yen savings account as designated by the Bank, if the principal and/or the interest of the Time Deposit in a foreign currency is converted into Yen and credited to the Designated Account in Yen).
4. In the event that the principal and/or the interest of the Time Deposit in a foreign Currency shall be credited to the Designated Account in Japanese Yen on the maturity date pursuant to Paragraph 1, Item 2 or 3, or Paragraph 2, the Bank will calculate such amount to be credited by applying the foreign exchange rate on the maturity date, as determined by the Bank, in accordance with Article 15 of "Section 1: HSBC Premier Account General Agreement".

<Article 5> Special Rules for Time Deposit of Limited-Solicitation-Period Type

1. Upon the application for the Time Deposit of the limited-solicitation-period type, the Customer shall reserve the amount equal to the application amount in the Multi Currency Savings Account in the same currency with the

currency of such Time Deposit, until such Time Deposit is finally set up by the Bank. During such period, such reserved amount shall not be withdrawn from such account.

2. The Bank will set up the Time Deposit by withdrawing the amount specified in the preceding Paragraph on the deposit date. Notwithstanding the foregoing, in the event that the aggregated amount applied for such Time Deposit does not reach the minimum amount designated by the Bank, or there has been a disruption in the market or a material change in the financial conditions, etc. the Bank may choose not to set up such Time Deposit. In such event, the Bank will return the withdrawn amount to the Customer's Multi Currency Savings Account on the same day.
3. Despite that the Customer chooses automatic-renewal type for Time Deposit of the limited-solicitation-period type, if the aggregated amount applied for the Time Deposit, which is being solicited with its deposit date being the Renewal Date, in the same currency and for the same term, does not reach the minimum amount designated by the Bank, or there has been a disruption in the market or a material change in the financial conditions, etc. the Bank may, notwithstanding the provision of Article 4, Paragraph 1, choose not to renew such Time Deposit and repay the same pursuant to Item 3 of such Paragraph as applied hereto mutatis mutandis.
4. In the event that the Bank has decided not to set up the Time Deposit pursuant to the second sentence of Paragraph 2 or not to renew it pursuant to the preceding Paragraph, the Bank shall, without delay, contact the Customer by giving a telephone call to the Customer's phone number registered with the Bank and by sending a notice to the Customer's address registered with the Bank.

<Article 6> Interest on Deposits

The interest rate applicable to the Time Deposit, which will be applied from the deposit date through the date immediately preceding the maturity date, shall be the interest rate stipulated by the Bank, which is displayed at the Bank's domestic branches and on the Bank's website on the deposit date. The interest rate applicable to the renewed Time Deposit will be the interest rate displayed by the Bank on the Renewal Date.

Section 5 Terms and Conditions for Structured Deposit

The Terms and Conditions for Structured Deposit (hereafter in this Section, the "Terms and Conditions") cover transactions of the Structured Deposit Account under the Premier Account held by a Customer with the Bank, including deposits and withdrawals in Japanese Yen or foreign currencies.

<Article 1> Contents of Transaction

1. Under the Structured Deposit Account, the Bank will handle structured deposit transactions in Japanese Yen and in foreign currencies as designated by the Bank, and of the type as approved by the Bank (each such deposit, the "Structured Deposit").
2. In soliciting the Structured Deposits, the Bank may solicit, separately from a deposit of the general type, for which the application will be accepted at any time, a deposit of the limited-solicitation-period type, for which the Bank prescribes its solicitation period, currency, deposit date, deposit term, minimum amount for the aggregated application amounts and other conditions and for which the application will be accepted only during such solicitation period.

<Article 2> Documents to Be Delivered Prior to Execution of Contract

In entering into a contract regarding the Structured Deposit, pursuant to the applicable laws and regulations, the Bank will separately provide the Customer with such "document to be delivered prior to execution of contract" (keiyaku teiketsu-mae koufu shomen). The Bank will handle the Structured Deposit for the Customer, only when the Customer understands and agrees to the contents of such "document to be delivered prior to execution of contract" (keiyaku teiketsu-mae koufu shomen).

<Article 7> Cancellation before Maturity Date

1. Any cancellation of the Time Deposit by the Customer before its maturity date will only be allowed when the Bank agrees that such cancellation is unavoidable.
2. In the event that the Bank allows the Customer to cancel the Time Deposit before its maturity date pursuant to the preceding Paragraph, the applicable interest for the period from the deposit date (or the most recent Renewal Date) to the date of cancellation will become zero (0), and only its principal will be credited to the Customer's Yen Savings Account or Multi Currency Savings Account, whichever account in the same currency with the currency of such principal.
3. In the event of cancellation of Time Deposit pursuant to this Article, the Customer shall submit the repayment request form designated by the Bank, which is sealed (or signed) with the Customer's seal (or signature) registered with the Bank, to any of the Bank's domestic branches.

<Article 8> Withdrawal of Charges

The Bank reserves the right to deduct the relevant fees, expenses or other similar costs incurred by the Bank in connection with the Time Deposit, from the Customer's Time Deposit Account. If the currency of the amount that the Bank is to receive differs from the currency of the amount to be deducted from the Time Deposit Account, such deducted amount will be calculated by using the exchange rate at the time of such deduction in accordance with Article 15 of "Section 1: HSBC Premier Account General Agreement".

<Article 9> Application of Other Provisions

1. Matters not provided for in the Terms and Conditions, such as changes to registered items, prohibition of transfer or pledge, cancellation, disclaimer, governing law, jurisdiction or amendment of the provisions, shall be governed by "Section 1: HSBC Premier Account General Agreement".
2. In the event of any discrepancy between "Section 1: HSBC Premier Account General Agreement" and the Terms and Conditions, the Terms and Conditions shall prevail.

<Article 3> Deposits

1. The Structured Deposit Account will accept the Structured Deposit deposited only by means of funds transferred from other accounts of the Customer's Premier Account; cash and securities will not be accepted.
2. The deposit amount for Structured Deposit shall be in the amount more than the minimum amount prescribed in the relevant "document to be delivered prior to execution of contract" (keiyaku teiketsu-mae koufu shomen) which the Bank will separately provided to the Customer.
3. The application for Structured Deposit must be made by means of submitting the form prescribed by the Bank at the Bank's domestic branch which handles such Structured Deposit, or by such other means as approved by the Bank.

<Article 4> Treatment at Maturity

The treatment of Structured Deposit at its maturity, as well as the payment method of its principal and interest, will follow the provisions of the "document to be delivered prior to execution of contract" (keiyaku teiketsu-mae koufu shomen) and the application form which the Bank provides to the Customer at the time of the Customer's application for such Structured Deposit.

<Article 5> Special Conditions for Deposits of Limited-Solicitation-Period Type

1. When a deposit of the limited-solicitation-period type is set up, the Bank may offer such deposit subject to either of the following conditions:

- (i) The Customer is required to retain the application amount, from the date of application to the deposit date, in the Yen Savings Account or the Multi Currency Savings Account of the same currency as the relevant Structured Deposit. For the avoidance of doubt, such retained amount will not be made available for withdrawal during such period;
 - (ii) The Structured Deposit will not be set-up if the available balance is not sufficient to cover the application amount, as of the date and time specified by the Bank and with regard to the depository account as designated by the Customer as at the time of application, under which event the Customer's application will be deemed not to have been made in the first place; or
 - (iii) such other conditions as the Bank may reasonably prescribe.
2. The Bank will, on its deposit date, automatically deduct the application amount from the applicable depository account and set-up the Structured Deposit of the limited solicitation-period type; provided, however, that if the aggregated application amounts during the solicitation period for such Structured Deposit is less than the minimum amount as prescribed by the Bank, or if any market disruption or material change in the financial conditions, etc. has arisen, the Bank may choose not to setup such Structured Deposit; in which event, if there is any amount that has been deducted, the Bank will refund such amount to the relevant depository account on the same day.
 3. When the Bank determines not to set-up the Structured Deposit in accordance with the proviso of the preceding Paragraph, the Bank will, without delay, inform the same to the Customer by telephone at the telephone number registered with the Bank and notify the same by mail addressed to the address registered with the Bank.

<Article 6> Interest

The applicable rate of interest and the method of interest calculation will follow the provisions of the "document to be delivered prior to execution of contract" (keiyaku teiketsu-mae koufu shomen) and the application form of the relevant Structured Deposit.

<Article 7> Cancellation before Maturity Date

1. Excepting for those cases described in Article 9, cancellation of the Structured Deposit by the Customer before its maturity date will only be allowed when the Bank agrees that such cancellation is unavoidable.
2. If the Customer cancels the Structured Deposit in accordance with the preceding Paragraph, the applicable interest rate for the period from the deposit date to the cancellation date will be zero, and in addition, the Customer will be required to pay all costs relating to the cancellation (which includes losses and expenses incurred by the Bank as a result of the cancellation of derivative transaction that is embedded in the Structured Deposit) as a cancellation fee as at the time of such cancellation. In this event, the Bank will pay back the principal and interest of the Structured Deposit to the Customer after deducting such cancellation fee.

<Article 8> Confirmation of Transaction etc.

1. When the deposit of a Structured Deposit is made, in order for the Customer to confirm the contents of such Structured Deposit, the Bank will, promptly after such deposit transaction, deliver the document (the "Document") concerning such deposit to the Customer. The Document will specify the type of such Structured Deposit, its deposit date, its maturity date, its principal amount, its currency, and other conditions of it fixed as at the time of its deposit date for which the Bank determines the Customer's confirmation is necessary. The Bank will not issue a deposit certificate, bank book, etc. for the Structured Deposit.
2. If the Customer has any doubt about the contents of the Document or if the Customer shall not have received the Document within five (5) Business Days after the deposit of the Structured Deposit, the Customer shall notify the same to the Bank's branch where such transaction was

executed. If the Bank does not receive any communication from the Customer within fifteen (15) days of the date of such Document, the Bank will deem the Customer to have acknowledged and agreed to the accuracy of its contents.

3. With regard to certain facts that are fixed after the deposit date of the Structured Deposit (such as the fact that, with regard to the embedded derivative transaction, the market rate has reached that certain level as agreed as at the time of contract), the Bank will, promptly after the time of such occurrence, notify the Customer of such facts. This notice may be made by means of mail to the Customer's address registered with the Bank or by means of telephone at the Customer's telephone number registered with the Bank.

<Article 9> Automatic Cancellation and Set-off Calculation

1. When the Customer loses the benefit of term (kigen no rieki) with regards to the Customer's obligations owing to the Bank upon the occurrence of any of the following events to the Customer, the Structured Deposit, including the embedded derivative transaction, such as forward foreign exchange contract, currency option and other derivative transaction, if any, will be automatically terminated as at the time of such occurrence:
 - (i) Suspension of payments has occurred or the application has been made for the commencement of bankruptcy proceeding, civil rehabilitation proceeding (including individual rehabilitation proceeding) or for the voluntary arrangement;
 - (ii) Suspension of bank transaction (ginkou torihiki teishi shobun) has been imposed;
 - (iii) The order or notice of provisional attachment, preservative attachment or attachment has been dispatched with regard to the deposits and other claims against the Bank of the Customer or of the guarantor; or
 - (iv) The address of the Customer has become unknown to the Bank, as a result of the Customer's failure to register the address change or any other reason attributable to the Customer.
2. When any of the following events has occurred with respect to the Customer, the Bank has the right to terminate the Structured Deposit, including the embedded derivative transaction, such as forward foreign exchange contract, currency option and other derivative transaction, if any, by giving a notice thereof to the Customer:
 - (i) The Customer has delayed any payment of all or any part of the obligations owing to the Bank;
 - (ii) The Customer has breached any terms and conditions for any transaction with the Bank; or
 - (iii) Any event other than those prescribed in the preceding Items, for which the Bank is required to take measures to secure its claims, has occurred.
3. In the event of termination of the Structured Deposit pursuant to Paragraph 1 or 2, the Bank is entitled to liquidate the embedded and terminated derivative transaction, such as forward foreign exchange contract, currency option and other derivative transaction, without a separate notice therefor to the Customer; as a result of such liquidation, if the Customer owes the payment obligation to the Bank for liquidated damages, the Bank is entitled to deduct such obligation from the repayment amount of the principal and interest of the Structured Deposit or otherwise effectuate the set-off calculation with regard to any other claim (regardless of its due date) that the Customer may have against the Bank. If the currencies of the claims and obligations in the set-off calculation are different, the Bank will apply to such claims and obligations the foreign exchange rate designated by the Bank as prevailing on the date of set-off calculation, convert them into the amounts in the same currency, and effectuate the set-off calculation. If there remains any surplus amount of the Structured Deposit after such set-off calculation, the Bank will credit such amount to the Customer's depository account in the same currency of such amount, which has been designated as the repayment account by the Customer at the time of contract.
4. In case of set-off calculation pursuant to the foregoing three (3) Paragraphs, the Bank shall calculate the

deposit interests, damages, etc. until the date of set-off calculation, applying such interest rates and other rates as separately determined by the Bank. Similarly, with respect to foreign exchange rates, market interest rates, etc. the Bank will apply such rates prevailing as at the time of such calculation. For the avoidance of doubt, the set-off calculation will be made at the time when the Bank deems it reasonable.

<Article 10> Deduction of Fees

With regard to any fees, any amounts paid on behalf of the Customer and any other similar fees and costs incurred in connection with the Structured Deposit and payable to the Bank, the Bank is entitled to deduct such fees and costs from the Structured Deposit Account. In the event of such deduction, if the currency in which the fees and costs are payable to the Bank is different from the currency in which the amounts to be deducted from the Structured Deposit Account, the Bank is entitled to deduct the amount calculated

by applying the foreign exchange rate as at the time of such deduction based on the provisions of Article 15 of "Section 1: HSBC Premier Account General Agreement".

<Article 11> Application of Other Provisions

1. Matters not provided for in the Terms and Conditions such as changes to registered items, prohibition of transfer or pledge, disclaimer, governing law, jurisdiction and changes in the terms and conditions, shall be governed by "Section 1: HSBC Premier Account General Agreement".
2. In the event of any discrepancy between "Section 1: HSBC Premier Account General Agreement" and the Terms and Conditions, the Terms and Conditions shall prevail.
3. In the event of any discrepancy between the "document to be delivered upon execution of contract" (keiyaku teiketsu-ji koufu shomen) which is provided to the Customer for each Structured Deposit and the Terms and Conditions, such "document to be delivered upon execution of contract" (keiyaku teiketsu-ji koufu shomen) shall prevail.

Section 6 Terms and Conditions for HSBC Premier ATM Card

The Terms and Conditions for HSBC Premier ATM Card (hereafter in this Section, the "Terms and Conditions") provides for the Bank's handling of the use of HSBC Premier ATM Card ("ATM Card") issued to the Customer who holds the Yen Savings Account.

Part 1 General Provisions

<Article 1> Use of ATM Card

1. The Bank will issue the ATM Card based on the application of the Customer who has opened the Yen Savings Account.
2. The Customer may use the ATM Card in each of the following cases:
 - (i) For making deposits into the Yen Savings Account using the Bank's ATMs in Japan.
 - (ii) For making deposits into the Yen Savings Account using the ATMs in Japan of financial institutions etc. with which the Bank has an arrangement with regard to cash deposits and payment business (each, the "Affiliated Party").
 - (iii) For making withdrawals from the Yen Savings Account using the ATMs in Japan of the Bank or Affiliated Party.
 - (iv) For making withdrawals from the Yen Savings Account using the ATMs outside of Japan, operated by the Bank or the overseas Affiliated Party.
 - (v) For any other transactions as prescribed by the Bank. In relation to the transactions stipulated in Items (i) to (v) above, the currency of deposits and withdrawals made in Japan will be Japanese Yen. In case of the withdrawals made outside of Japan, the currency will be the local currency as prescribed by the overseas Affiliated Party.

<Article 2> Deposits into Yen Savings Account via ATM

1. In making a deposit into the Yen Savings Account through an ATM, the Customer shall, in accordance with the on-screen instructions of the ATM, operate the ATM by inserting the ATM Card into the ATM and placing the cash into the ATM.
2. The deposit in the preceding Paragraph shall be made only by the bills stipulated by the Bank or the Affiliated Party. Furthermore, the amount of such deposit shall be within the range determined by such number of bills as stipulated by the Bank or the Affiliated Party. In addition, the total number of deposit transactions for certain period of time shall be within the frequency prescribed by the Bank or the Affiliated Party.

<Article 3> Withdrawals from Yen Savings Account via ATM

1. In making a withdrawal from the Yen Savings Account through an ATM, the Customer shall, in accordance with the on-screen instructions of the ATM, insert the ATM Card into the ATM and correctly input the registered personal identification number (the "PIN") and the amount to be withdrawn. In this case, the submission of a withdrawal slip is not required.
2. The withdrawal from an ATM in Japan shall be made in units of cash prescribed by the Bank or the Affiliated Party depending on the type of ATM. The withdrawal amount for

each transaction shall be limited to the range stipulated by the Bank or the Affiliated Party. Furthermore, the total amount of withdrawals per day shall be within the amount prescribed by the Bank or the Affiliated Party. In addition, the total number of withdrawals for certain period of time shall be within the frequency prescribed by the Bank or the Affiliated Party.

3. The handling of withdrawals from the ATMs located outside of Japan of the Bank or overseas Affiliated Party shall be the same as those prescribed in the preceding Paragraph. In this case, the withdrawal limit per day shall be based on the time zone in Japan as prescribed by the Bank and not the time zone of the overseas Affiliated Party. In addition, in the case of a withdrawal from the ATM of an overseas Affiliated Party, the amount of such withdrawal amount converted to Yen using the method separately determined by the Bank (including the foreign exchange fee prescribed by the Bank) shall be debited from the Yen Savings Account.
4. For any withdrawal from an ATM in Japan, if the sum of the withdrawal amount and the Domestic ATM Usage Fee, as such term is defined in Article 4, Paragraph 1, exceeds the available balance of the Yen Savings Account, such withdrawal cannot be made.
5. For any withdrawal from the Bank's or overseas Affiliated Party's ATM outside of Japan, if the sum of the amount of such withdrawal amount converted to Yen using the method separately determined by the Bank (including the foreign exchange fee prescribed by the Bank) and the Overseas ATM Usage Fee, as such term is defined in Article 4, Paragraph 2, exceeds the available balance of the Yen Savings Account, such withdrawal cannot be made.
6. The cash in local currency withdrawn by the Customer from an ATM located outside of Japan of the Bank or an overseas Affiliated Party shall only be used for accommodation, living expense or purchase of goods etc. to the extent that permission or notification under the Foreign Exchange and Foreign Trade Law and applicable laws and regulations are not required.
7. For any withdrawal from the Bank's or the overseas Affiliated Party's ATM outside of Japan, the result of such withdrawal may not be displayed accurately (for example, the currency and/or the amount displayed on the screen and printed on the transaction advice may be different from the actual result) depending on the type of ATM or the currency. In such case, the Bank shall be deemed to have performed its repayment obligations with regard to the total amount stipulated in Paragraph 5, notwithstanding such display.

<Article 4> ATM Usage Fees

1. The Customer shall, in the case that the Customer makes a withdrawal from, or a deposit to, the Yen Savings Account

using an ATM located in Japan, pay fees for the use of the ATM as prescribed by the Bank or the Affiliated Party (the "Domestic ATM Usage Fees").

2. The Customer shall, in the case that the Customer makes a withdrawal from an ATM located outside Japan of the Bank or an overseas Affiliated Party, pay the total amount (the "Overseas ATM Usage Fees" and together with Domestic ATM Usage Fees, the "ATM Usage Fees") equal to the amount of the fees prescribed by the Bank or such overseas Affiliated Party for such place of withdrawal after it has been converted into Yen using the method separately determined by the Bank (including the foreign exchange fees prescribed by the Bank) and the fees prescribed by the Bank.
3. The Bank will automatically debit the ATM Usage Fees from the Yen Savings Account at the time a deposit or withdrawal is made to or from the Yen Savings Account, without a withdrawal slip. For the avoidance of doubt, any ATM Usage Fees imposed by the Affiliated Party will be paid by the Bank to the Affiliated Party.

<Article 5> ATM Card for Agent

1. When the Customer wishes to enable the agent (restricted to a relative of the Customer who lives with, or is dependent on, the Customer) to effect a deposit or withdrawal, the Customer shall notify the Bank in advance of such agent's name with the form as prescribed by the Bank. In this event, the Bank shall issue a supplementary ATM Card to such agent (the "Supplementary ATM Card").
2. The Terms and Conditions shall also apply to the Supplementary ATM Card.

<Article 6> [deleted]

<Article 7> Management etc. of ATM Card and PIN

1. The Bank shall retain all ownership rights in the ATM Card and the Customer shall manage the ATM Card with the care of a good manager.
2. The PIN for the ATM Card shall be registered in accordance with the method prescribed by the Bank. For ATM Cards issued at the branch, the PIN designated by the Customer shall be registered as the initial PIN. Otherwise, the PIN randomly determined by the Bank shall be registered as the initial PIN.
3. The PIN may be changed according to the method prescribed by the Bank.
4. The Bank will process the withdrawal requested by the Customer upon confirmation by the Bank, using the verification method prescribed by the Bank, that the ATM Card used to operate the ATM is the ATM Card issued by the Bank to the Customer and that the inputted PIN matches the registered PIN.
5. The Customer shall store the ATM Card in such a manner that it will not be used by a third party. The Customer shall refrain from using as the PIN his or her birth date, telephone number etc. which may easily be inferred to by a third party and shall keep the PIN in such a manner that it will not be known by a third party. If there is a possibility that the ATM Card may be used by a third party due to the ATM Card having been counterfeited, lost or stolen, or the Customer realizes that the ATM Card has been used by a third party, the Customer shall notify the Bank thereof by promptly calling the Bank at the phone number prescribed by the Bank. The Bank, upon receipt of such notification, will immediately take measures to suspend the withdrawal transaction from the Yen Savings Account using the ATM Card. Except for the cases in Articles 8 and 9, the Bank shall not be responsible for any damage that occurs before such notification.

<Article 8> Withdrawal etc. using Counterfeit ATM Card etc.

In the event that a withdrawal is made using an ATM Card that has been counterfeited or forged, such withdrawal shall not be effective, except for the case that the Customer acted intentionally or that the Bank proves, with respect to such withdrawal, that the Bank was without knowledge and negligence while the Customer was grossly negligent. In such case, the Customer shall provide the Bank with documents prescribed by the Bank and cooperate with the Bank in its investigation into the conditions relating to, the maintenance

of the ATM Card and the PIN, damages, notification to the police, etc.

<Article 9> Withdrawal etc. using stolen or lost ATM Card

1. In the event that the ATM Card is stolen or lost and a withdrawal is made by a third party's unauthorized usage of such ATM Card, the Customer may claim compensation for an amount equivalent to the damage (including fees and interest) incurred relating to the withdrawal if all of the following applies:
 - (i) The Customer promptly notifies the Bank that the ATM Card is stolen or lost upon the Customer's realization thereof.
 - (ii) The Customer provides sufficient explanation in the Bank's investigation.
 - (iii) The Customer provides the Bank with certain materials to substantiate the fact that the Customer has filed a report of theft or loss to the police or other materials by which the Bank could infer the fact that the ATM Card was stolen or lost.
2. In the event that the claim in the preceding Paragraph is made, and except in the case that the Customer acted intentionally with respect to such withdrawal, the Bank will compensate the amount equivalent to the damage (including fees and interest) (the "Compensation Amount") incurred by the Customer relating to withdrawals made within thirty (30) days (or, if the Customer proves that there was an unavoidable circumstance preventing the Customer from notifying the Bank, within the number of days equal to thirty (30) days plus the number of days during which such unavoidable circumstance continued) prior to the date of the Customer's notifying the Bank that the ATM Card has been stolen or lost; provided, however, that if the Bank proves, with respect to the relevant withdrawal, that the Bank was without knowledge and negligence and that the Customer was negligent, then the Bank shall compensate the amount equivalent to three quarters (3/4) of the Compensation Amount.
3. The preceding two (2) Paragraphs will not apply in the event that the Customer's notice to the Bank as stipulated in Paragraph 1 is made after the date on which two (2) years have elapsed from the date of theft or loss (or, if the date of theft or loss is unclear, the date of the initial unauthorized withdrawal from the Yen Savings Account made with the stolen or lost ATM Card etc. related to such theft or loss).
4. Notwithstanding the provisions in Paragraph 2, the Bank shall not bear the compensation responsibilities if the Bank proves that either of the following applies:
 - (i) The Bank was without knowledge and negligence in respect of the withdrawal and if any of the following applies:
 - (1) That the Bank proves that the Customer was grossly negligent.
 - (2) That the withdrawal was made by the Customer's spouse, a relative within the second degree of kinship, a relative or other person living with the Customer or a house servant (such as a housekeeper responsible for general housework).
 - (3) That the explanation of the circumstances relating to the damage, provided by the Customer to the Bank was false on material matters.
 - (ii) In the event that the ATM Card was stolen or lost in, or in connection with, extreme social disorder such as war and riot.

<Article 10> Incorrect Input into ATM etc.

The Bank shall not be responsible for any damage incurred by the Customer as a result of the input of the incorrect amount etc. into an ATM, when the Customer operates such ATM. The same shall apply with regard to the Affiliated Party's responsibility in case of the Customer's use of an ATM operated by any Affiliated Party.

<Article 11> Procedures for Stolen or Lost ATM Card and for Changes in Registered Item

In the event that the ATM Card has been stolen or lost, or the Customer's name, PIN, or any other registered item has been amended, the Customer shall immediately, pursuant to the Bank's prescribed method, suspend the use of the ATM Card

or amend the registered item.

<Article 12> Reissuance of ATM Card etc.

1. Reissuance of the ATM Card in the event that it has been stolen or lost will be made after the procedures prescribed by the Bank are complete. In this case, the Bank may observe an appropriate holding period before issuing a new ATM Card or ask the Customer to designate a guarantor.
2. In case of the reissuance of the ATM Card, the Bank will charge the reissuance fee as prescribed by the Bank.

<Article 13> Prohibition of Transfer or Pledge

The Customer may not transfer or pledge the ATM Card or lend the same to a third party.

<Article 14> Cancellation and Suspension etc. of ATM Card

1. In the event that the Customer wishes to cancel the ATM Card usage, the Customer shall file an application with the Bank in a form prescribed by the Bank and return the ATM Card to the Bank. The ATM Card must also be returned to the Bank in the event that the Yen Savings Account has been cancelled.
2. The Bank may refuse the use of the ATM Card when the Bank deems it inappropriate in the event of counterfeiting, misuse etc. of the ATM Card. In such case, upon request from the Bank, the Customer shall immediately return the ATM Card to the Bank.
3. The Bank may suspend the use of the ATM Card if any of the following applies. In such case, if the Bank receives the identity verification documents prescribed by the Bank at the Bank's counter, and the Bank is able to confirm that he or she is the Customer, the Bank shall cancel such suspension:
 - (i) The provisions in Article 13 have been violated.
 - (ii) A certain period stipulated under Section 1, Article 7 has elapsed since the final deposit to or withdrawal from the Yen Savings Account was made.
 - (iii) The Bank has determined that the ATM Card is at risk of unauthorized use, due to counterfeiting, theft, loss etc. of the ATM Card.

<Article 15> Application of Laws and Regulations and Governing Law relating to Usage of ATM of Overseas Affiliated Party

1. With regard to the usage outside of Japan of the ATM of the Bank and the overseas Affiliated Party, in the event that authorization forms, certificates or other documents are required pursuant to the laws, regulations and rules of Japan and of a foreign country, whether now in effect or hereafter taking effect, the Customer shall submit the documents requested by the Bank upon such request from the Bank or overseas Affiliated Party.
2. The governing law for the contractual relationship between the Customer and the Bank in relation to the usage outside of Japan of the ATM of the Bank and the overseas Affiliated Party shall be the laws of Japan.

<Article 16> Application of Other Provisions

1. Matters relating to the transactions with the ATM Card which are not set out in the Terms and Conditions shall be governed by "Section 1: HSBC Premier Account General Agreement" and "Section 2: Terms and Conditions for Yen Savings Account".
2. In the event of any discrepancy between "Section 1: HSBC Premier Account General Agreement" or "Section 2: Terms and Conditions for Yen Savings Account" and the Terms and Conditions, the Terms and Conditions shall prevail.

Part 2 Special Provisions for ATM Card Biometric Identification

<Article 17> Special Provisions for ATM Card Biometric Identification

1. The Customer may, in relation to the ATM Card usage, in addition to inputting the PIN, use the biometrics for identify verification by pursuant to the provisions in this Part 2 (the "Special Provisions for ATM Card Biometric Identification"). "Biometric identification" referred to herein is the identity verification method used at the ATMs of the Bank and those of the Affiliated Party, which accepts

the ATM Card embedded with the IC chip having the biometric identification function, by using the unique body information of each Customer. For the avoidance of doubt, the Bank has adopted finger vein patterns as the biometric identification data.

2. Matters not set out in the Special Provisions for ATM Card Biometric Identification shall be governed by provisions under "Part 1: General Provisions" of the Terms and Conditions and other provisions referred to in the Terms and Conditions. In the event of any discrepancy between "Part 1: General Provisions" of the Terms and Conditions or other provisions referred to in the Terms and Conditions and the Special Provisions for ATM Card Biometric Identification, the Special Provisions for ATM Card Biometric Identification shall prevail.

<Article 18> Registration and Amendment of Biometric Identification Data

1. In order to use the biometric identification, the Customer shall, in accordance with the methods prescribed by the Bank, file the application for the use of biometric identification and register the biometric identification data, at a domestic branch of the Bank designated by the Bank. The biometric identification data may be registered in the following ways:
 - (i) To register the biometric identification data at the time of account opening of the Yen Savings Account, using the methods prescribed by the Bank.
 - (ii) To register the biometric identification data after the opening of the Yen Savings Account, by submitting the ATM Card and identity verification documents prescribed by the Bank.
2. The Special Provisions for ATM Card Biometric Identification between the Customer and the Bank will come into effect when the registration based on the preceding Paragraph has been completed.
3. In order to amend the registered biometric identification data, the Customer shall notify the Bank using the documents prescribed by the Bank at a domestic branch of the Bank designated by the Bank. The Bank shall amend the registration after the procedures prescribed by the Bank.

<Article 19> ATMs Available for Biometric Identification

The ATMs which can be used for transactions with biometric identification are restricted to those located in Japan of the Bank or Affiliated Parties, which accept the ATM Card imbedded with the IC chip having the biometric identification function.

<Article 20> Procedures for Renewal, Theft, Loss, Non-service, etc. of ATM Card

1. In the event that the Customer replaces the ATM Card containing the biometric identification data with a new ATM Card, as a result of renewal, theft, loss, change in card type, or inability to utilize the ATM Card etc., the Customer shall promptly carry out the procedures for registration of biometric identification data for the new ATM Card.
2. In the case of the preceding Paragraph, during the period until the registration of the Customer's biometric identification data has been complete, identify verification using biometric identification data will not be conducted. Instead, the Bank shall confirm that the inputted PIN matches the registered PIN and conduct the transactions.
3. In the event that the Bank considers it to be truly unavoidable, the Bank may allow withdrawals etc. at a counter prescribed by the Bank without verifying the Customer's biometric identification data. In such case, the Bank bears no responsibility for any damage arising from such withdrawals etc. when the Bank executed the transactions after it verified, with due care, that the Customer's seal impression (or signature) is the same as the seal (or signature) registered by the Customer in advance with the Bank.

<Article 21> Handlings at Times of Failure of Biometric Verifier
The Bank may temporarily suspend the acceptance of withdrawals etc. using the biometric identification function, in the event of malfunction of the machines designated by

the Bank for use in verification of the Customer's biometric identification data, or for any other appropriate reason. In such case, the Bank shall bear no responsibility unless the Bank acted intentionally or the Bank was grossly negligent.

<Article 22> Termination etc. of Special Provisions for ATM Card Biometric Identification

The Special Provisions for ATM Card Biometric Identification shall be terminated in the following cases:

- (i) In the case that the Customer files an application to terminate the Special Provisions for ATM Card Biometric Identification, at a domestic branch of the Bank prescribed by the Bank; provided, however, that the termination takes effect upon the completion of the procedures prescribed by the Bank. For the avoidance of doubt, the biometric identification data shall become void in the event that the ATM Card is replaced with a new ATM Card due to the loss of the ATM Card for which the biometric identification data are registered, change in the type of the ATM Card, the arrival of the expiry date, etc.; provided, however, that unless the termination procedures are carried out, the Special Provisions for ATM Card Biometric Identification shall remain effective.
- (ii) In the case that the ATM Card usage has been suspended.
- (iii) In the case that the Yen Savings Account has been terminated.

Part 3 Special Provisions for Use of Foreign Currency ATM Card

<Article 23> Purpose of Special Provisions for Use of Foreign Currency ATM Card

This Part provides for the Bank's handling of the use of the ATM Card (the "Foreign Currency ATM Card") issued as the transaction method for the Multi Currency Savings Account in the foreign currency (the "Designated Currency") designated by the Customer when the Customer makes an application for its issuance.

<Article 24> Issuance of Foreign Currency ATM Card

1. The Bank will issue the Foreign Currency ATM Card based on the application of the Customer who has opened the Multi Currency Savings Account in the Designated Currency (the "Designated Account").
2. The specification of the Designated Account will be displayed by the currency code embossed on the Foreign Currency ATM Card. The Designated Account of an issued Foreign Currency ATM Card cannot be changed to an account in any currency other than the embossed currency.
3. If the Customer wishes to have several Foreign Currency ATM Cards in different Designated Currencies, such Customer shall make separate applications for respective Designated Currencies. However, the maximum number of all the ATM Card issuance including the Foreign Currency ATM Card shall be within the limit as prescribed by the Bank.
4. Upon the issuance of the Foreign Currency ATM Card, the Customer shall pay the issuance fee as prescribed by the Bank.

<Article 25> Use of Foreign Currency ATM Card

1. The issued Foreign Currency ATM Card can be used for the transactions under the Designated Account only and cannot be used for the transactions under the Yen savings Account, Multi Currency Savings Account in any currency other than the Designated Currency or any other account.
2. The Customer may use the Foreign Currency ATM Card in each of the following cases. However, the Customer may not be able to use the Foreign Currency ATM Card depending on the type of ATM or otherwise.
 - (i) For making deposits into the Designated Account using the Bank's ATMs in Japan.
 - (ii) For making withdrawals from the Designated Account using the ATMs outside of Japan, operated by the Bank or the overseas Affiliated Party.
 - (iii) For any other transactions as prescribed by the Bank. In relation to Item (i), the deposits will be made only in

Japanese Yen. In relation to Item (ii), the withdrawals will be made only in the local currency of the place of withdrawal. In relation to Item (iii), the transactions will be made only in the currency prescribed by the Bank.

<Article 26> Special Provisions for Deposit to Designated Account via ATM

1. The deposit into the Designated Account by the Foreign Currency ATM Card via ATM will be accepted only when it is made by means of the Bank's ATMs in Japan and in Japanese Yen. No deposit into the Designated Account made by means of ATMs located outside of Japan or in any foreign currency will be accepted.
2. In making a deposit into the Designated Account via ATM, the Customer shall, in accordance with the on-screen instructions of the ATM, operate the ATM by inserting the Foreign Currency ATM Card into the ATM and placing the cash into the ATM.
3. For the deposit stipulated in the preceding two (2) Paragraphs, the Japanese Yen cash amount accepted by the ATM so used will be converted to the Designated Currency by using the exchange rate as prescribed by the Bank (including the foreign exchange fees prescribed by the Bank) and the amount so converted will be credited to the Designated Account.
4. The result of the deposit may not be displayed accurately (for example, the currency or the amount displayed on the screen and printed on the transaction advice may be different from the actual result) depending on the type of ATM or the currency. In such case, the Bank will bear the repayment obligations with regard to the amount so credited by the method stipulated in the preceding Paragraph, notwithstanding such display.

<Article 27> Special Provisions for Withdrawal from Designated Account via ATM

1. The withdrawal from the Designated Account by the Foreign Currency ATM Card via ATM can be made only when it is made by means of ATMs located outside of Japan of the Bank or the overseas Affiliated Party and in the local currency of the place of such withdrawal. No withdrawal from the Designated Account by means of ATMs located in Japan of the Bank or the Affiliated Party can be made.
2. In making a withdrawal from the Designated Account via ATM, the Customer shall, in accordance with the on-screen instructions of the ATM, insert the Foreign Currency ATM Card into the ATM and correctly input the registered PIN and the amount to be withdrawn. In this case, the submission of a withdrawal slip is not required.
3. If, for any withdrawal by the funds in the Designated Currency via ATM, the sum of the withdrawal amount and the Foreign Currency ATM Card Withdrawal Fee stipulated in Article 28, Paragraph 2 or, for any withdrawal by the funds in a currency other than the Designated Currency, the sum of the withdrawal amount converted to the Designated Currency by using the method separately determined by the Bank (including the foreign exchange fees prescribed by the Bank) and the Foreign Currency ATM Card Withdrawal Fee stipulated in Article 28, Paragraph 2 exceeds the available balance of the Designated Account, such withdrawal cannot be made.
4. The result of the withdrawal may not be displayed accurately (for example, the currency or the amount displayed on the screen and printed on the transaction advice may be different from the actual result) depending on the type of ATM or the currency. In such case, the Bank shall be deemed to have performed its repayment obligations with regard to the total amount stipulated in the preceding Paragraph, notwithstanding such display.

<Article 28> Special Provisions for Foreign Currency ATM Card Usage Fees

1. The Customer shall, in the case that the Customer makes a deposit stipulated in Article 26, pay the total amount (the "Foreign Currency ATM Card Deposit Fees") equal to the Domestic ATM Usage Fees after it has been converted into the Designated Currency using the method separately determined by the Bank (including the foreign exchange fees prescribed by the Bank) and the fees prescribed by

the Bank.

2. The Customer shall, in the case that the Customer makes a withdrawal stipulated in Article 27, pay the total amount (the "Foreign Currency ATM Card Withdrawal Fees" and together with the Foreign Currency ATM Card Deposit Fees, the "Foreign Currency ATM Card Usage Fees") equal to the amount of the fees prescribed by the Bank or such overseas Affiliated Party for such place of withdrawal after it has been converted into the Designated Currency using the method separately determined by the Bank (including the foreign exchange fees prescribed by the Bank) and the fees prescribed by the Bank.
3. The Bank will automatically debit the Foreign Currency ATM Card Usage Fees from the Designated Account at the time a deposit or withdrawal is made to or from the Designated Account, without a withdrawal slip. For the avoidance of doubt, any ATM usage fees imposed by the Affiliated Party will be paid by the Bank to the Affiliated Party.

<Article 29> [deleted]

<Article 30> Special Provisions for Foreign Currency ATM Card PIN

1. The PIN randomly determined by the Bank in accordance with the method prescribed by the Bank will be registered as the initial PIN for the Foreign Currency ATM Card.
2. The PIN may be changed according to the method

prescribed by the Bank. However, the changed PIN will only be a PIN randomly determined by the Bank, and cannot be designated by the Customer.

<Article 31> Responsibility for Erroneous Use of Other ATM Card

Neither the Bank nor the Affiliated Party shall be responsible for any damages incurred as a result of the Customer's erroneous use of the Foreign Currency ATM Card although the Customer intended to use the ATM Card concerning the Yen Savings Account or by the Customer's erroneous use of the ATM Card concerning the Yen Savings Account or any other Foreign Currency ATM Card of any other Designated Currency although the Customer intended to use the Foreign Currency ATM Card of the specific Designated Currency.

<Article 32> Special Provisions for Biometric Identification for Foreign Currency ATM Card

The ATM Card Biometric Identification function will not be available for the Foreign Currency ATM Card.

<Article 33> Application of Other Provisions

1. Matters not provided for in this Part shall be governed by "Part 1: General Provisions" and "Section 3: Terms and Conditions for Multi Currency Savings Account".
2. In the event of any discrepancy between "Part 1: General Provisions" or "Section 3: Terms and Conditions for Multi Currency Savings Account" and this Part, this Part shall prevail.

Section 7 Terms and Conditions for HSBC Premier Credit Card

Terms and Conditions for HSBC Premier Credit Card (hereafter in this Section, the "Terms and Conditions") cover transactions with the HSBC Premier Credit Card of Shopping Use, Cash Advancement Service, Credit Card Loan, etc. by a Customer with a Premier Account with the Bank.

<Article 1> Definitions

1. The credit card issued in Japan by the Bank is referred to as "HSBC Premier Credit Card" (the "Credit Card").
2. The stores and facilities, etc. contracted with the credit card companies or financial institutions within/outside Japan affiliated with MasterCard International Incorporated ("MasterCard Int'l") are referred to as the "Accredited Merchants".

<Article 2> Membership

1. The Customer who has applied for the Credit Card (such application, the "Application"), by accepting the Terms and Conditions in the application form designated by the Bank, will be screened by the Bank, and if approved, shall be referred to as the "Credit Cardholder". The Credit Cardholder is responsible for any liabilities arising from the use and management of the Credit Card.
2. The family member of the Credit Cardholder, who is designated by the Credit Cardholder as an agent and who has accepted the Terms and Conditions and applied to the Bank for family card membership, shall be, if approved by the Bank, referred to as the "Family Cardholder".
3. The Credit Cardholder shall be allowed to grant the Family Cardholder as an agent for the Credit Cardholder the right (the "Representative Capacity") to use the Credit Card issued by the Bank to such Family Cardholder (the "Family Card") and the Credit Card information regarding the Family Card stipulated in Paragraph 1 of Article 3 (collectively, the "Family Card, etc."), based on the Terms and Conditions. The Family Cardholder shall be able to use the Family Card, etc. as an agent for the Credit Cardholder in accordance with the Terms and Conditions. Where there are reasons for revocation such as withdrawal, cancellation or invalidity regarding the Representative Capacity granted to the Family Cardholder, the Credit Cardholder shall immediately notify the Bank of cancellation of the use of the Family Card by such Family Cardholder. Any claim made by the Credit Cardholder against the Bank with regard to the extinction of the Representative Capacity prior to this notification shall be void.
4. The use of the Family Card by the Family Cardholder shall be the use by the Credit Cardholder's agent. All the

payment obligations based on the use of such Family Card shall attribute to the Credit Cardholder. The Credit Cardholder is responsible for observing the Terms and conditions, as well as for ensuring, with due care of a prudent manager, that the Family Cardholder observe the Terms and Conditions. Any damages (including the damages caused by the management of the Family Card, etc.) incurred by the Bank as a result of the Credit Cardholder or the Family Cardholders not observing the Terms and Conditions shall be compensated by the Credit Cardholder.

5. The Family Cardholder shall agree in advance that the Bank notify the Credit Cardholder of the contents, status, etc. of the use of Family Card, etc.
6. Where the use of the Family Card by the Family Cardholder is to be cancelled, the Credit Cardholder shall notify the Bank of the matter in the manner as prescribed by the Bank and return such Family Card to the Bank. If the Family Card, etc. is used by the Family Cardholder even after this notification, the Credit Cardholder shall remain liable for payment obligations based on the use of such Family Card, etc.
7. The Credit Cardholder or the Family Cardholder shall be referred to as the "Card Member".
8. The contract between the Card Member and the Bank (this "Contract") shall come into effect when the Bank approves the admission of the Card Member.
9. The Card Member shall be allowed to use the shopping functions which the Bank offers at the Accredited Merchants.

<Article 3> Lending of the Credit Card

1. The Bank shall lend the Credit Card issued by the Bank to the Card Member. The Credit Card includes the IC card with built-in IC chip (the "IC Card"). The Card Member's name and membership number, the expiry date of the Credit Card and other information (the "Credit Card Information") are indicated on the Credit Card.
2. The Card Member shall confirm the Credit Card Information when it is lent and immediately sign in the designated space of such Credit Card. The Credit Card shall not be used by anyone but the person whose name is indicated on the Credit Card.

3. The ownership of the Credit Card belongs to the Bank. The Card Member shall use and manage the Credit Card and the Credit Card Information with due care of a prudent manager. The Card Member shall not lend, deposit, transfer, pledge, entrust or otherwise dispose the Credit Card to others or deposit with others, or allow them to use, the Credit Card Information.
4. In case where the Credit Card or the Credit Card Information is used in violation of the provisions of this Article, the Credit Cardholder shall be liable for all the payments of the obligations arising out of such use. However, if there are damages incurred by the Bank or any third party due to the violation of the preceding Paragraph by the Family Cardholder, such Family Cardholder shall also bear the liability for such damages.

<Article 4> Re-issuance of the Credit Card

1. In case of the loss, theft, damage, or defacement of the Credit Card, or of the loss, fraudulent procurement or alteration, etc. of the Credit Card Information, the Bank shall only reissue the Credit Card when the Bank has decided that it is reasonable to do so after evaluation of the notification submitted by the Credit Cardholder. Where the Bank has decided to reissue the Credit Card, the Credit Cardholder shall pay the prescribed fees for reissuance of the Family Card as well as the fees for the Credit Card lent to the Credit Cardholder.
2. The Bank has the right to change the membership numbers when the Bank regards it necessary from the business point of view such as management and protection of the Credit Card Information at the Bank. The Card Member shall agree to this in advance.

<Article 5> Function of the Credit Card

The Card Member may use the functions stipulated under Articles 19 through 36 as well as other services/functions separately notified by the Bank in writing, by using the Credit Card in accordance with the methods/conditions set out in the Terms and Conditions.

<Article 6> Accessory Services

1. The Card Member may use the services accessory to, and the privileges available under, the Credit Card (the "Accessory Services") offered by the Bank or by the third parties which the Bank affiliates with (the "Service Providers") in accordance with the methods prescribed by the Bank or the Service Providers. The Accessory Services and their contents available to the Card Member are to be separately notified or announced to the Card Member by the Bank or by the Service Providers.
2. The Card Member shall follow the terms related to the use etc. of the Accessory Services, if any, and shall hereby agree that there are cases where the Accessory Services are unavailable.
3. The Card Member shall hereby agree that there are cases where the Accessory Services and their contents may be changed or cancelled, without prior notice to the Card Member, if the Bank or the Service Providers shall determine it as necessary.

<Article 7> Expiry Date of the Credit Card

1. The expiry date of the Credit Card is the end of the month of the year specified by the Bank and indicated on the Credit Card. However, the expiry date of the Credit Card can be brought forward where the Bank recognizes the necessity therefor and notifies the Credit Cardholder thereof.
2. The Bank shall send, in the Bank's prescribed timing, the Card Member a new Credit Card with renewed expiry date as specified by the Bank (the "Renewed Card") along with membership contract, if such Card Member has not notified the Bank of withdrawal from the membership by the expiry date of the outstanding Credit Card and the Bank, after the Bank's screening, has approved the continuous membership of such Card Member.
3. The Card Member shall, at his/her own responsibility, cut up and dispose of the Credit Card immediately after its expiry date. The Terms and Conditions shall continue to apply, even after the expiry date, to the payments based on the use of the Credit Card before its expiry date.

<Article 8> PIN

1. The Bank shall register a PIN for the Credit Card (four-digit number) in accordance with the Bank's prescribed manner, when the Bank approves the admission of the membership to the person who filed the Application. The Bank shall notify the PIN to the Credit Cardholder separately from the issuance of the Credit Card.
2. The Card Member may change the PIN by application in accordance with the Bank's prescribed manner. However, the procedure of reissuance of the Credit Card is required to change the PIN for the IC Card. If the Bank judges that the PIN which the Card Member has applied for in accordance with the provisions of this Paragraph may be easily guessed by others due to a similarity to the Card Member's birthday, phone number, street address, etc., and hence is inappropriate for a PIN, the Bank shall be entitled to refrain from registering such PIN applied for, and to register the PIN, randomly determined by the Bank in accordance with the Bank's prescribed manner.
3. The Card Member shall manage the PIN with the care of a prudent manager in order to keep it inaccessible to others. If the registered PIN is used in the course of the use of the Credit Card, the Credit Cardholder shall be responsible for all the liabilities arising from the use of the Credit Card. PIN. However, the Credit Cardholder shall not be so responsible, if the Bank recognizes that there was no willful misconduct or negligence on the Card Members' part with respect to the management of the registered PIN. For the avoidance of doubt, where damages are incurred by the Bank or third parties due to the violation of this Paragraph by the Family Cardholder, such Family Cardholder shall also bear the liability for such damages.

<Article 9> Annual Fees

The Card Member shall not be charged for the Credit Card annual fees (including the annual fees for the Family Card; the same shall apply hereinafter.). However, there may be cases where the Bank shall charge the Credit Card annual fees prescribed by the Bank, if the Bank decides that it is keenly necessary and notifies the Card Member of the matter.

<Article 10> Changes in Registered Items

1. The Card Member shall notify the Bank, without delay and in the Bank's prescribed manner, of any changes in the name, address, phone number, business address, and/or Payment Account set out in Article 37, PIN, Family Cardholder, etc. previously registered with the Bank (collectively, the "Registered Items").
2. Even without the notification under the previous Paragraph, the Bank may reasonably determine that there have been changes in Registered Items based on the personal data and other information obtained in lawful and fair manners, and if so, regard the notification under the previous Paragraph as submitted for the relevant changes. The Card Member shall not object to the way in which the Bank deals with this matter.
3. Where there is a delay or non-arrival of notice, document or other material sent by the Bank due to the absence of the notification under Paragraph 1, such notice, document or other material shall be deemed to have been delivered as at the time when the same shall usually be delivered; provided, however, that the foregoing shall not apply, if there is an unavoidable situation justifying the failure of notification under Paragraph.

<Article 11> Identification

Where the Bank cannot complete the identification process with regard to the Card Member and the person who has made the Application (collectively, the "Card Member etc.") in accordance with the Law for Prevention of Transfer of Criminal Proceeds (if the Law is abolished and the new law is enacted, such new law shall be included; the same shall apply hereafter.) within the period prescribed by the Bank, the Bank may reject the admission to the card membership of such Card Member etc. or limit the use of Shopping Use stipulated in Article 22, as well as the use of cash advance services stipulated in Article 33 and the Credit Card loans stipulated in Article 34 (collectively, the "Financing Services"), etc. by such Card Member etc.

<Article 12> Commission of Operations

1. The Card Member shall agree in advance that the Bank commissions the following operations to Mitsubishi UFJ NICOS Co., Ltd. (the "Mitsubishi UFJ NICOS") or any other contractor designated by the Bank:
 - (i) Operations related to the delivery of the Credit Card;
 - (ii) Operations related to the determination of approval regarding the use of the Credit Card and operations related to increase/decrease of the Credit Line on the Credit Card;
 - (iii) Operations related to notification on the amount of the Credit Card usage, fees, etc.;
 - (iv) Operations related to account transfer of the amount referred to in the previous Item, advice on the receipt of usage amount, collection of the amount and collection of the Credit Card;
 - (v) Information processing/computer processing of the Credit Card and other operations ancillary to those;
 - (vi) Operations related to the acceptance of notice and registration of the lost or stolen Credit Card, and the acceptance of notice and registration of changes in various Registered Items;
 - (vii) Operations related to enquiries on the use of the Credit Card; and
 - (viii) Other operations specified by the Bank with regard to the Credit Card.
2. The Card Member shall hereby agree in advance that Mitsubishi UFJ NICOS, or the contractor designated by the Bank or Mitsubishi UFJ NICOS, may further commission the operations mentioned in the previous Paragraph to others.
3. The Card Member shall hereby agree in advance that the Bank or Mitsubishi UFJ NICOS may add to or change the scope of operations commissioned under Paragraph 1.

<Article 13> Collection, Retention, Use, Deposit and Provision of Personal Information

The Card Member etc. shall hereby agree in advance that the Bank may, after taking necessary protection measures, deal with the Personal Information as defined in Item 1 of such Card Member etc. as follows:

- (i) To collect, retain and use the following personal information (the "Personal Information") for the purposes of credit administration and management after credit extension, relating to transactions with the Bank including this Contract (including the Application; the same shall apply hereafter.):
 - (1) Name, date of birth, gender, address, phone number, employer and such other items notified by the Card Member etc. at the time of membership application and in accordance with Article 10;
 - (2) Date of application, date of admission approval, expiry date of the Credit Card, credit line, and such other items related to the contents of the contract between the Card Member etc. and the Bank;
 - (3) Contents of the use of the Credit Card by the Card Members, payment status, telephone enquiry contents, credit administration, debt collection, and such other items that the Bank has obtained in the course of management after credit extension;
 - (4) Income and debts notified by the Card Member etc. at the time of membership application as well as history obtained by the Bank of the use of the Credit Card and payments;
 - (5) Items listed on the identification documents or other documents stipulated in the "Law for Prevention of Transfer of Criminal Proceeds";
 - (6) Items listed on documents issued by public institutions, such as residence certificate, which are collected by the Bank lawfully and fairly; and
 - (7) Information publicly available on telephone directories, residential maps, official gazettes, etc.
- (ii) To use the Personal Information for the following purposes. However, if the Card Member notifies the Bank of cancellation of receiving questionnaire sheets or other media for the Bank's marketing-research purpose as prescribed in (2) of this Item or sales pamphlets as prescribed in (3) of this Item, the Bank shall cancel them in accordance with the laws

and regulations. (To notify the Bank of cancellation, contact the Bank's inquiry window shown in Annex 1 to the Terms and Conditions):

- (1) Provision of the functions, Accessory Services, etc. of the Credit Card;
 - (2) Development and marketing-research for the Bank's Credit Card business and for new products, new functions, new services, etc related to the business of the Bank. Specific contents of the Bank's businesses are available at the Bank's Website. (URL) <http://www.hsbc.co.jp/>; and
 - (3) Sending of promotion materials etc. and sales activities on telephone for the Bank's businesses, as well as those conducted by the Bank or by any company which is commissioned by the Bank under a contract concerning sending of promotion materials.
- (iii) To deposit or provide the Personal Information to a third-party, to the extent necessary for the operations of the business, in cases where the operations of the Bank or those of Mitsubishi UFJ NICOS under this Contract are commissioned to such third party.

<Article 14> Use of and Registration with Personal Credit Information Bureaus

1. The Credit Cardholder and the applicant for Credit Cardholder (collectively, the "Credit Cardholder etc.") shall hereby agree in advance that the Personal Information of the Credit Cardholder etc. may be handled for the following purposes with regard to the personal credit information bureaus (organisations whose business is to collect information on personal solvency and provide such information to their members) that the Bank uses and registers with:
 - (i) In order to conduct investigation on the creditworthiness of the Credit Cardholder etc., the Bank may make reference to the personal credit information bureaus of which the Bank is a member (the "Affiliated Personal Credit Information Bureaus") and other personal credit information bureaus that the Affiliated Personal Credit Information Bureaus are in alliance with (the "Allied Personal Credit Information Bureaus") and use the Personal Information on the Credit Cardholder etc., if it is registered with them. The registered Personal Information includes the information stipulated in the table of "Registered Information and Registration Period" in Article 2 of Annex 2 to the Terms and Conditions.
 - (ii) The Personal Information based on objective transactional facts of the Cardholder etc. regarding this Contract and information collected independently by the Affiliated Personal Credit Information Bureaus will be registered with such bureaus during the period set out in the table of "Registered Information and Registration Period" in Article 2 of Annex 2 to the Terms and Conditions, and such information will be used by the members of such bureaus and of the Allied Personal Credit Information Bureaus for such member's evaluation concerning credit transactions (this refers to investigation on the creditworthiness of the Cardholder etc. and on the new address after relocation. However, information on creditworthiness is limited to the purpose of investigation on the creditworthiness only, due to Article 39, Paragraph 1 and the other provisions of the Installment Sales Law).
 - (iii) Regarding the Personal Information registered with the Affiliated Personal Credit Information Bureaus under the previous Item, the Affiliated Personal Credit Information Bureaus and their members may provide each other with such Personal Information and use it to the extent necessary, in order to protect, and secure appropriate use of, the Personal Information at such bureaus in terms of such Personal Information being accurate and up-to-date, complaint processing, monitoring of members for regulatory compliance, etc.
2. The Affiliated Personal Credit Information Bureaus and Allied Personal Credit Information Bureaus are those personal credit information bureaus shown in Article 1 of

Annex 2 to the Terms and Conditions, and the information registered with each such bureau is the facts described in the table of "Registered Information and Registration Period" in Article 2 of Annex 2 to the Terms and Conditions. When the Bank is to become a member of new personal credit information bureau, the Bank shall notify the Card Member in writing or in other manners to obtain the consent.

<Article 15> Disclosure, Correction and Deletion of Personal Information

1. The Card Member etc. may request the Bank and the Affiliated Personal Credit Information Bureaus for the disclosure of his/her own Personal Information retained by the Bank or such bureaus. Please contact the following for disclosure request:
 - (i) Request for disclosure to the Bank: contact the Bank's inquiry window stipulated in Annex 1 to the Terms and Conditions.
 - (ii) Request for disclosure to the Affiliated Personal Credit Information Bureaus: contact each Affiliated Personal Credit Information Bureau stipulated in Annex 2 to the Terms and Conditions.
2. As a result of the request for disclosure, if the registered contents shall be found inaccurate or incorrect, the Bank shall promptly respond to correct or delete the same.

<Article 16> Disagreement Regarding Handling of Personal Information

Where the Card Member etc. do not wish to provide items necessary for membership application, or disagree with the handling of Personal Information stipulated in the Terms and Conditions, the Bank may deny the membership admission or take the procedure of membership withdrawal. Please note that notifications of cancellation of receiving questionnaire sheets or other media for the Bank's marketing-research purpose stipulated in Article 13, Item (ii) (2) and sales activities by the Bank or the Accredited Merchants, etc. mentioned in (3) of the same Item will not result in the Bank's denial of membership admission or in the Bank's taking procedure of membership withdrawal. (Contact the Bank's inquiry window shown in Annex 1 to the Terms and Conditions for notifications regarding this Article.)

<Article 17> Handling of Personal Information in Non-contractual Situation

In case where membership admission is denied by the Bank, the fact of membership application will be used, regardless of the reason for denial, for a certain period of time for the purposes stipulated in Article 13 (excluding the receiving of questionnaire sheets or other media for the Bank's marketing-research purpose stipulated in Article 13, Item(ii) (2) and sales activities by the Bank or the Accredited Merchants, etc. mentioned in (3) of the same Item) and in accordance with the provisions in Article 14, but will never be used for others.

<Article 18> Handling of Personal Information of Former Members

After receiving notification of membership withdrawal or loss of membership eligibility under Article 42, the Bank will retain and use the Personal Information for such period of time as prescribed by laws and regulations or by the Bank, for the purposes stipulated in Article 13 (excluding receiving questionnaire sheets or other media for the Bank's marketing-research purpose stipulated in Article 13, Item (ii) (2) and sales activities by the Bank or the Accredited Merchants, etc. mentioned in (3) in the same Item) and to the extent necessary for the request for disclosure, etc.

<Article 19> Standard Duration

For the purposes of the Terms and Conditions, the "Standard Duration" shall mean a period from the 16th of the previous month to the 15th of the current month.

<Article 20> Credit Line, Credit Limit for Credit Card Loan

1. The Bank shall determine the credit line on the Credit Card (the "Credit Line on the Credit Card") through screening. However, credit limit for cash advance services (the "Cash Advance Limit") as well as the credit limit for the Credit Card loans (the "Credit Card Loan Limit") are determined by the Bank within the range of the credit facilities desired by the Credit Cardholder (this refers to the total amount

of the Cash Advance Limit and the Credit Card Loan Limit) through the Bank's screening. The Bank shall re-screen after the contract for cash advance services and the Credit Card loans is concluded and shall have the right to alter the Cash Advance Limit, the Credit Card Loan Limit and payment methods, etc., if the Bank deems it to be necessary. Any increase in the Cash Advance Limit or the Credit Card Loan Limit, however, shall be made only when the Credit Cardholder shall request for such increase and the Bank shall approve such application. The Bank may request materials required for the screening.

2. The Card Member may use the Credit Card within the range where the total of the amount used for shopping stipulated in Article 22, the amount of fees for revolving payment and installment payment stipulated in Articles 28 and 29, the loan amount of and fees on cash advance stipulated in Article 33 and other outstanding liabilities and fees, etc. related to any function of the Credit Card offered by the Bank is below the Credit Line on the Credit Card. However, the Credit Card loan amount and interests stipulated in Article 34 shall not be included in such total of outstanding obligations and the Card Member may repeatedly obtain loans within the amount after deducting the balance of the Credit Card loan from the Credit Card Loan Limit.
3. The total credit limit on revolving payment and installment payment (the "Credit Limit on Revolving/Installment Payments" and together with the Credit Line on the Credit Card, the "Credit Line") shall be the amount determined by the Bank through the Bank's screening within the Credit Line on the Credit Card mentioned in Paragraph 1. The Bank shall have the right to increase or decrease each of the Credit Line on the Credit Card and the Credit Limit on Revolving/Installment Payments, if the Bank deems it to be necessary. They will not be increased, however, if the Card Member notifies the Bank not to do so.
4. The Card Member shall not use the Credit Card in excess of the Credit Line, unless otherwise approved by the Bank. The Credit Cardholder shall automatically be liable for the payment obligations for the use of the Credit Card in excess of the Credit Line.
5. In case where the Card Member has used the Credit Card for Shopping Use (as stipulated in Article 22) by specifying revolving payment exceeding the Credit Limit on Revolving/Installment Payments, the amount in excess of such credit limit shall be handled as the Card Member has specified single payment.
6. HSBC may set forth a Credit Line for card transactions (hereinafter, Credit Limit for Installment Sales) that fall under credit card business as stipulated in the Installment Sales Law (hereinafter, "Installment Sales") within the extent not exceeding the "estimated repayable amount" thereunder, apart from the credit card limit pursuant to Paragraph 1 and the Credit Line for installment payment and revolving payment pursuant to Paragraph 3. Total charge payable from purchases made by the member or his/her family member shall not exceed the applicable Credit Limit for Installment Sales in relation to two time payments, bonus lump-sum payments, installment payments (including instalment payments combined with bonus payments), revolving payments (including revolving payments combined with bonus payments) and other Installment Sales.

<Article 21> Rate of Fees, Calculation Method of Interest Rate, etc.

1. Rate of fees, interest rate (including the interest rate for delinquency charges; the same applies to the rest of this Article), etc. shall be calculated on a daily pro-rata basis with 365 days a year, unless otherwise stipulated in the Terms and Conditions.
2. The Bank may, due to monetary condition etc., alter the rate of fees and interest rate on the use of the Credit Card which is based on the Terms and Conditions as well as various other contracts. In such event, regardless of Article 47, the revised rate of fees and interest rate shall be applied to the entire outstanding balance. Regarding the installment payment, however, the rate at the time of specifying such installment payment shall be applied.

<Article 22> Use for Shopping

1. The Card Members may purchase products/rights and obtain services, etc. by presenting the Credit Card at the Accredited Merchants and affixing on the designated sales slip the signature identical to the one on the Credit Card (the "Shopping Use"). There are cases where the Shopping Use is allowed by taking the prescribed procedure such as entering the PIN into the terminal machine installed at the Accredited Merchants instead of signing on the sales slip.
2. For non-face-to-face transactions such as mail orders, automatic checkout machine, etc. or other transaction methods specifically designated by the Bank, the Card Member may omit the presentation of the Credit Card, signature on the sales slip, etc by following the methods specified by the Bank.
3. The Card Member may, if the Bank deems it appropriate, make the Shopping Use as a means of settlement for communication service fees or various other recurrent fees for Shopping Use, by registering the Credit Card Information with the Accredited Merchants in advance. In this case, the Card Member shall notify the Accredited Merchants of the loss of membership eligibility due to membership withdrawal or other reasons, the change of Credit Card numbers or of other registered contents, etc. and the Card Member shall be liable for any disadvantage caused by the failure of such notification. The Card Member shall hereby agree in advance that the Bank may notify the Accredited Merchants of changes made in the Credit Card Information, etc. upon the request from such Accredited Merchants on behalf of the Card Member.
4. There are cases where the Shopping Use is limited or unavailable, with regard to certain usage amounts, certain products such as cash vouchers etc., rights and services as particularly designated by the Bank or the Accredited Merchants. Further, in certain instances, the Bank's approval may be required separately for the use of the Credit Card, depending on the usage amount or the type of products, rights or services. In such instances, the Accredited Merchants shall make reference to the Bank, and the Card Member shall hereby agree on this in advance.
5. When the Credit Card (including the Credit Card Information of such Credit Card; the same applies to the rest of this Paragraph) is presented at or notified to the Accredited Merchants, the Bank, if requested by such Accredited Merchants, may collate the Card Member's membership number, name, home address, phone number and other information notified to such Accredited Merchants by the applicant for such Shopping Use with the Personal Information registered with the Bank, and then reply to such Accredited Merchants whether there is a match or not, in order to prevent fraudulent use of the Credit Card by third parties.
6. The Bank may reject the Shopping Use, if the Contract Payment Amount (as defined in Paragraph 1 of Article 37) is not paid on the Contract Payment Date (as defined in Paragraph 1 of Article 37), all or any part of the Card Member's obligation owing to the Bank is delinquent, or otherwise the Shopping Use by the Card Member is judged to be inappropriate due to the Credit Card use status or credit standing, etc. The Shopping Use for some products such as train tickets, precious metals, cash vouchers, personal computers, etc. may be limited.
7. In cases where the Family Cardholder uses the Family Card, etc. for the Shopping Use, the Family Cardholder shall be regarded to have concluded such contract for the shopping with the relevant Accredited Merchants as agent for the Credit Cardholder, and the Credit Cardholder shall be responsible for the liabilities based on such contract.

<Article 23> Consent to Assignment of Claims and Commission of Advance Payments

1. With regard to the Accredited Merchant's receivables claim against the Card Member arising out of the Shopping Use, if the contract between the Bank, Mitsubishi UFJ NICOS, or a credit card company or a financial institution (either, the "Affiliated Company") affiliated with MasterCard Int'l on one side and such Accredited Merchant on the other side stipulates that the assignment of such Accredited Merchant's claim shall be executed, the Card Member shall

commission the advance payment stipulated below in accordance with one of the following methods prescribed below by the Bank and shall hereby consent in advance to the assignment of claim set out below without any objection. For the avoidance of doubt, such assignment of claim may be executed via a third party designated by the Bank or Mitsubishi UFJ NICOS:

- (i) The Accredited Merchant shall assign the claim to Mitsubishi UFJ NICOS; and the Bank, with regard to such assigned claim, shall make the advance payment to Mitsubishi UFJ NICOS.
 - (ii) The Accredited Merchant shall assign the claim to the Affiliated Company; with regard to such assigned claim, such Affiliated Company shall assign the same, directly or indirectly through another Affiliated Company, to Mitsubishi UFJ NICOS or Mitsubishi UFJ NICOS shall make the advance payment, directly or indirectly through another Affiliated Company, to such Affiliated Company; and further, the Bank shall make the advance payment to Mitsubishi UFJ NICOS.
2. With regard to the Accredited Merchant's receivables claim against the Card Member arising out of the Shopping Use, if the contract between the Bank or the Affiliated Company and the Accredited Merchant stipulates that the advance payment shall be made, the Card Member shall commission the advance payment stipulated below in accordance with one of the methods prescribed below by the Bank and shall hereby consent in advance to the assignment of claim set out below without any objection:
 - (i) Mitsubishi UFJ NICOS shall make the advance payment to the Accredited Merchant; and the Bank shall make the advance payment to Mitsubishi UFJ NICOS.
 - (ii) The Affiliated Company shall make the advance payment to the Accredited Merchant; with regard to the claim obtained by such Affiliated Company, such Affiliated Company assigns, directly or indirectly through another Affiliated Company, to Mitsubishi UFJ NICOS or Mitsubishi UFJ NICOS makes the advance payment, directly or indirectly through another Affiliated Company, to such Affiliated Company; and further, the Bank makes the advance payment to Mitsubishi UFJ NICOS.
 3. The Card Member shall hereby agree in advance without any objection that any claim arising from the use of the Credit Card may be assigned to, or pledged on behalf of, any third party such as a trust bank, special purpose company, debt collection company, etc. at the Bank's discretion for the purpose of operations including the securitization of claims and reassigned to the Bank from such assignee, and that the Bank obtains/provides information necessary for credit management in the course of the above actions.

<Article 24> Product Ownership/Dispute/Information Disclosure

1. The Card Member shall hereby agree in advance without any objection that the ownership of the products purchased by the Card Member through the Shopping Use shall be transferred from the Accredited Merchant to the Bank at the time when the claim is assigned to the Bank directly or indirectly from such Accredited Merchant or when the Bank makes the advance payment to the Accredited Merchant or to Mitsubishi UFJ NICOS, and shall be reserved by the Bank until the payment of the Shopping Use amount is completed.
2. Any dispute between the Card Member and the Accredited Merchant arising from transactions based on the use of the Credit Card shall be solved between the Card Member and the Accredited Merchant. In case of cancellation agreed by the Accredited Merchant of the transaction after such transaction has been made with it through the use of the Credit Card, the amount shall be settled based on the method prescribed by the Bank.
3. The Card Member shall agree that the products/services purchased by the use of the Credit Card and other contents of transactions as well as any information concerning those and detailed information of telephone calls including telephone numbers dialed will be disclosed to the Bank by the Accredited Merchants in order to identify the claims

concerning the use of the Credit Card and confirm their contents. However, the detailed information of telephone calls shall be disclosed only with the Card Member's prior consent.

<Article 25> Credit Line for Shopping Use, etc.

1. The Card Member may use the Credit Card for Shopping Use for the period from the 1st of every month to the Contract Payment Date up to an amount calculated by deducting the usage balance of the Credit Card use on the day (the total of the combined Usage Balance of Revolving/Installment Payments on the day for the use by the Credit Cardholder and the Family Cardholder plus the usage amount for the Shopping Use and the loan amount under the cash advance services on the 16th or after of the month before last) from the Credit Line on the Credit Card. The Card Member may also use the Credit Card for Shopping Use, for the period from the following day of the monthly Contract Payment Date to the end of the month, up to the amount calculated by deducting the usage balance of the Credit Card use on the day (the total of the combined Usage Balance of Revolving/Installment Payments on the day for the use by the Credit Cardholder and the Family Cardholder plus the usage amount for Shopping Use and the loan amount under the cash advance services on the 16th or after of the previous month) from the Credit Line on the Credit Card. However, the amount for the Shopping Use to be paid in two installments or in a lump sum payment at the time of bonus the Contract Payment Date for which has not arrived shall be included in the relevant usage balance of the Credit Card.
2. The Card Member may specify revolving payments or installment payments within the amount calculated by deducting the combined Usage Balance of Revolving/Installment Payments for the use by the Credit Cardholder and the Family Cardholder from the Credit Limit on Revolving/Installment Payments. The limit shall be, however, the amount after deduction of the usage balance mentioned in the previous Paragraph from the Credit Line on the Credit Card.
3. The "Usage Balance of Revolving/Installment Payments" mentioned in the preceding two (2) Paragraphs and in the following Articles shall mean the outstanding balance of the principal amount for the Shopping Use in revolving or installment payments and shall not include fees on revolving payments or fees on installment payments.

<Article 26> Payment Classifications for Shopping Use

1. The Card Member may specify the payment method among "single payment", "two (2) installments", "lump sum payment at the time of bonus", "revolving payments" and "installment payments". However, "two (2) installments", "lump sum payment at the time of bonus", "revolving payments" and "installment payments" shall be available only at the Accredited Merchants designated by the Bank. If the Card Member shall not have specified the payment method, such payment shall be treated as "single payment". Please note that the fees prescribed by the Bank shall be added to the usage amount of the Shopping Use in case of "revolving payments" or "installment payments".
2. Notwithstanding the preceding Paragraph, the Card Member may specify the payment classification for the Shopping Use as "revolving payments" or "installment payments" in accordance with the methods described below. In either case, however, the foregoing shall not be applicable to cash advance services and any other services designated by the Bank:
 - (i) A method where all the subsequent payments for the Shopping Use will be made in revolving payments, if notified by the Credit Cardholder and approved by the Bank.
 - (ii) A method where the payment classification for the Shopping Use to be paid on or after the Contract Payment Date of the month specified by the Bank will be changed to "revolving payments" or "installment payments", if notified by the Credit Cardholder by the date separately set by the Bank and approved by

the Bank, after the Shopping Use at the Accredited Merchants is made specifying a different payment classification.

<Article 27> Payment for the Amount of Shopping Use

The Credit Cardholder shall make payments as follows, regardless of advance payments stipulated in Article 23, if the Shopping Use by the Card Members was made during the Standard Duration. Depending on the Accredited Merchants, however, different cut-off date may be set for their sales and the payment may be required to be made on the Contract Payment Date after the aforesaid one.

- (i) If "single payment" is specified, the payment for the relevant Shopping Use shall be made on the Contract Payment Date of the following month of the month in which the Standard Duration expires.
- (ii) If "two (2) installments" is specified, the payment for half of the relevant Shopping Use (with 1-yen unit; broken number is included in the first Contract Payment Date) shall be made on the Contract Payment Date of the following month of the month in which the Standard Duration expires and on the Contract Payment Date of the month after the next.
- (iii) If "lump sum payment at the time of bonus" is specified;
 - (1) Payment for the usage amount of the relevant Shopping Use made between 16th December of the previous year and 15th June of the current year shall be made on the Contract Payment Date of August of the current year.
 - (2) Payment for the usage amount of the relevant Shopping Use between 16th July and 15th November of the current year shall be made on the Contract Payment Date of January of the following year. However, the duration applied to lump sum payment at the time of bonus may be different depending on the Accredited Merchant.
- (iv) If "revolving payments" or "installment payments" is specified, Article 28 or Article 29 shall apply.

<Article 28> Revolving Payments

1. The Credit Cardholder shall make the revolving payments stipulated in each of the following Items on the Contract Payment Date of every month, if the Card Member specifies "revolving payments". The application of the revolving payments to the Card Member's obligations owing to the Bank shall be made in the method prescribed by the Bank.
 - (i) The amount of monthly revolving payment shall be the amount determined, on the basis of the Balance of Revolving Payments (which shall mean the outstanding balance of the principal amount of the Shopping Use for revolving payments and shall not include the fees for revolving payments) on the Cutoff Date (which shall mean the 15th of every month), based on the payment option specified by the Credit Cardholder in accordance with the Bank's prescribed method (or, in case where such specification has not been made, the amount determined based on the payment option designated and notified to the Credit Cardholder by the Bank). However, if the Balance of Revolving Payments on the Cutoff Date is less than the amount of the revolving payment, such balance shall be the revolving payment.
 - (ii) Fees on revolving payments shall be calculated by multiplying the daily Balance of Revolving Payments between the next day of the Cutoff Date and the Cutoff Date of the following month by the fee rate stipulated in the "Revolving Payment Guide" appearing in Article 1 of Annex 3 to the Terms and Conditions which shall be an amount on a daily pro-rata basis over a year of 365 days, and by converting such amount to the monthly amount. The fees shall be included in the payment described in the previous Item and shall be paid in arrears on the Contract Payment Date of the month after the next. Please note that the fees will not be assessed during the period between the date of the Shopping Use and the first Cutoff Date.

2. If the Credit Cardholder shall have made the application for the additional bonus payment in accordance with the Bank's prescribed method and the Bank shall have approved it, the Credit Cardholder may, in addition to the monthly payment, make a payment of the "additional bonus amount" on the Contract Payment Date of each "bonus month" specified in the application for the additional bonus payment, as are payment for the Balance of Revolving Payments and the fees mentioned in Item 2 of the preceding Paragraph. The "bonus months" that the Credit Cardholder may specify shall be those in one of the following Items (i) to (iv). "Additional bonus amount" shall mean the amount of 10,000 yen or more in the unit of 10,000 yen as specified by the Credit Cardholder at the time of application for the additional bonus payment:
- (i) January and August
 - (ii) January and July
 - (iii) August and December
 - (iv) July and December

<Article 29> Installment Payments

1. When the Card Member specifies "installment payments", the Credit Cardholder shall pay the amount (the "Total Installment Amount") equal to the usage amount for the Shopping Use plus the installment payment fees calculated by multiplying such usage amount by the fee rate prescribed by the Bank corresponding to the number of installment payments specified by the Card Member.
2. The Credit Cardholder shall pay the installment payment amount, which shall be calculated by dividing the Total Installment Amount by the number of installment payments (and if a broken number is generated in the process of calculation, it shall be added to the first installment payment amount), on each Contract Payment Date over the period from the Contract Payment Date of the following month of the month in which the Standard Duration expires and the final Contract Payment Date and for the number of times equal to the number of installment payments.
3. The calculation method for the installment payment fees included in the Total Installment Amount as well as for the monthly installment payment amount shall be in accordance with the "Guide to Installment Payments" prescribed in Article 2 of Annex 3 to the Terms and Conditions.
4. When "bonus-combined installment payments" is specified, the Credit Cardholder shall pay half of the usage amount for the Shopping Use in accordance with Paragraph 1 and the preceding Paragraphs and shall pay the balance on respective Contract Payment Dates of the bonus months (which shall be January and August) in the manner prescribed by the Bank. In the event that the Contract Payment Dates, from the first one to the last, shall not include any Contract Payment Date of a bonus month, the Bank will treat it as the Card Member shall not have specified the "bonus-combined installment payments". The same shall apply to the case where the Contract Payment Dates shall not come to include that of a bonus month as a result of the delay in processing the assignment of claims or advance payments or for any other operational reasons.

<Article 30> Prepayment of Payment Amounts for Shopping Use, etc.

1. Any Prepayment (which shall mean the repayment, in advance, of the whole or a part of the obligations under the Terms and Conditions prior to the Contract Payment Date prescribed in the Terms and Conditions) of the amount for Shopping Use shall be made by the Credit Cardholder upon prior notice to and approval by the Bank. When requested by the Bank for approval, the Credit Cardholder shall follow the procedures prescribed by the Bank such as submission of certain documents.
2. In making such prior notice as stipulated in the preceding Paragraph, the Credit Cardholder shall specify the extent of Prepayment, repayment method and payment date, and the Bank shall in turn notify the amount to be paid on such payment date according to such specification. The extent of Prepayment and the repayment method that the Credit Cardholder may specify are as per the following table.

	Extent of Prepayment	Repayment Method
Installment payments	Whole	Account transfer/ fund remittance
Revolving payments	Whole/ a part	

3. Should any payment to the Bank fall under any of the following categories, the Bank may, without any notice to the Credit Cardholder, deem such payment as repayment on the payment date prescribed by the Bank and apply the same to any obligation owed to the Bank (including any obligation arising from any contract other than the Terms and Conditions), in such order and manner as prescribed by the Bank, or may make the refund etc. of the same by fund remittance or mail transfer, and the Credit Cardholder shall have no objection to such application or refund etc.:
 - (i) When the payment is made without prior notice to and approval by the Bank.
 - (ii) When the payment is made on a different date from the date specified at the time of such prior notice, even with the prior notice to and approval by the Bank.
 - (iii) When the payment is made in a different repayment method from the repayment method specified at the time of such prior notice, even with the prior notice to and approval by the Bank.
 - (iv) When the payment is made in a different amount from the amount informed by the Bank in accordance with the specification made by the Credit Cardholder at the time of such prior notice, even with the prior notice to and approval by the Bank.
4. Notwithstanding the provisions of previous three (3) Paragraphs, the Credit Cardholder may Prepay a part of the Balance of Revolving Payments concerning the Shopping Use, by using the ATM's at financial institutions affiliated with Mitsubishi UFJ NICOS. The repayment, however, may be required to be made in the amount in such unit as set by Mitsubishi UFJ NICOS or by such financial institutions.
5. When fund remittance was specified as the method of Prepayment, and because the Bank has deemed it necessary or because of certain other operational reasons, such Prepayment is made by fund transfer to the depositary account specified by the Bank using the form that the Bank provides, then such Prepayment shall be deemed as the repayment as of the payment date written on such form.
6. Prepayment of the amount of installment payments for the Shopping Use (limited to a lump sum Prepayment only) shall be made in the amount calculated by the following formula, so long as the Credit Cardholder has settled all the payments of the repayment amount to be made prior to the payment date. (Total unpaid installment payment amounts) – (Installment payment fees yet to become due) However, the installment payment fees yet to become due shall be the amount calculated by the seven-eight allocation method or such other similar calculation method designated by the Bank. For the avoidance of doubt, installment payment fees concerning the installment payment amount to be paid immediately after the Contract Payment Date immediately following the date of Prepayment shall not be included in the installment payment fees yet to become due.

<Article 31> Termination etc. of Purchase Contract Due to Difference between Sample/Catalog etc. and Actual Merchandise

When the Card Member shall have made an application based on samples, catalogues, etc. and shall find out that the merchandise or right delivered, or the service provided is different from the samples, catalogues, etc., the Card Member shall be entitled to request the Accredited Merchants for exchange of merchandise, right, service and so on, or terminate the sale/purchase contract or the service provision contract.

<Article 32> Plea for Payment Suspension

1. If the payment method shall be "two (2) installments", "lump sum payment at the time of bonus", "revolving payments" or "installment payments" and any of the following events shall apply to any of the merchandise or services, or the designated rights as stipulated in the Installment Sales Law (collectively, the "Merchandise etc."), the Credit Cardholder may suspend payment for the relevant Merchandise etc. until such event is resolved:
 - (i) There shall be no delivery of merchandise, provision of the services or transfer of designated rights.
 - (ii) The Merchandise etc. shall have damage, defacement, malfunction or other defects.
 - (iii) There shall be a justifiable plea against the Accredited Merchant in connection with the sales of the Merchandise etc.
2. The Bank shall take designated procedures as soon as such suspension of payment as mentioned in the preceding Paragraph is lodged by the Credit Cardholder.
3. Prior to the lodging mentioned in the preceding Paragraph, the Credit Cardholder shall endeavour to negotiate with the Accredited Merchant to solve the event mentioned in Paragraph 1.
4. When the Credit Cardholder lodges the suspension pursuant to the provision of Paragraph 2, the Card Member shall endeavour to promptly submit to the Bank the document stating the event under Paragraph 1 (along with supporting materials, if any). In case the Bank requires investigation of the event under Paragraph 1, the Card Member shall cooperate in such investigation.
5. Notwithstanding Paragraph 1, the Credit Cardholder shall not be able to suspend payment, if any of the following applies:
 - (i) In case of "revolving repayments", when the cash price for a single use of the Credit Card is less than 38,000 Yen.
 - (ii) In case of "two (2) installments", "lump sum payment at the time of bonus" or "installment payments", when the total payment amount for a single use of the Credit Card is less than 40,000 Yen.
 - (iii) When the suspension of payment by the Credit Cardholder is deemed against the principle of faith and trust.
 - (iv) When the Credit Card is used outside Japan.
 - (v) When the sale/purchase contract or the service provision contract qualifies as a commercial transaction for the Credit Cardholder (excluding the case in which such contract qualifies as either the service provision attractive sales individual contract or chain sales individual contract under the Installment Sales Law).
6. The Bank will not agree to the refund of the payment amounts already made, by reason of the plea for suspension of payment stipulated in this Article.

<Article 33> Cash Advance Service

1. Subject to the Bank's approval, the Card Member may use the cash advance service through a cash dispenser machine (the "CD"), ATM and so on, designated by the Bank. Service details of the cash advance service may be specified separately by the Bank.
2. In case of CD or ATM, the loan date shall be the date on which such CD or ATM is used.
3. The Card Member may use the cash advance service to the extent of the amount equal to the Cash Advance Limit minus the outstanding loan balance under the cash advance service.
4. When the Card Member has used the cash advance service during the Standard Duration, the Credit Cardholder shall repay on the Contract Payment Date in the following month of the month in which the expiry date of such Standard Duration falls, the total amount of the loans under the cash advance service made during such Standard Duration plus the fees on cash advances (which fees shall be calculated, with regard to each loan amount under the cash advance service, by multiplying the loan amount by the applicable interest rate prescribed by the Bank for the period commencing on the following day of the loan date of such cash advance and ending on

such Contract Payment Date). The Credit Cardholder may Prepay in accordance with the provisions of Article 36.

5. In case where the whole or any part of the Contract Payment Amount is not paid on the Contract Payment Date, where the whole or any part of the Credit Cardholder's total debt obligations owing to the Bank is not paid when due, or where the Card Member's use of cash advance service is considered inappropriate in view of the usage status of the Card Member, the creditworthiness of the Card Members, etc., then the Bank may suspend further use of the cash advance service or reduce the credit limit.
6. The interest rate designated by the Bank shall be notified to the Card Member in writing or by other methods.

<Article 34> Card Loan

1. Subject to the Bank's approval, the Card Member may repeatedly obtain loans from the Bank according to the provisions of this Article and to the extent of the amount equal to the Credit Card Loan Limit minus the outstanding Credit Card loan balance at that time.
2. The Card Member may use the Credit Card loan in the manner described in the following Items:
 - (i) To enter the PIN into the CD or ATM and take prescribed procedures.
 - (ii) Other method specified by the Bank.
3. The loan date of the Credit Card loan shall be the day on which the loan is obtained through the CD or ATM.
4. Repayment of the Credit Card loan shall be made by monthly installments in the fixed principal amount. The Credit Cardholder shall repay the following principal amount on the Contract Payment date of the following month:
 - (i) If the Credit Card loan balance as of the 15th of this month exceeds the Credit Card loan principal repayment amount separately informed by the Bank, such Credit Card loan principal repayment amount:
 - (ii) If the above mentioned Credit Card loan balance is less than the Credit Card loan principal repayment amount, the Credit Card loan balance.
5. The Credit Cardholder shall pay the interest on the Contract Payment date of the following month, in the aggregate amount of the respective amounts calculated by multiplying the daily Credit Card loan balance during the Standard Duration by the Bank's prescribed interest rate divided by 365 days.
6. Subject to the Bank's approval, the Credit Cardholder may, in the manner prescribed by the Bank, change the Credit Card loan principal repayment amount stipulated in Paragraph 4. Further, subject to the Bank's approval, the Credit Cardholder may, in the manner prescribed by the Bank, change the payment method to "bonus combined increased amount repayment", in which case, notwithstanding the provisions of Paragraph 4, the amount increased by the amount specified by the Credit Cardholder shall be paid as the Credit Card loan principal repayment amount on the Contract Payment Date of the specified bonus month.
7. With respect to the Credit Card loan balance and interest, the Credit Cardholder may Prepay in accordance with Article 36, in addition to the repayment mentioned in Paragraphs 3 to 5.
8. In case where the Contract Payment Amount, in whole or in part is not paid on the Contract Payment Date, where the whole or any part of the Credit Cardholder's total obligations owing to the Bank is not paid when due, or where the Card Member's use of the Credit Card loan is considered inappropriate in view of the usage status of the Card Member, the creditworthiness of the Credit Cardholder, etc. the Bank may suspend further use of the Credit Card loan by the Card Member.
9. The interest rate prescribed by the Bank shall be notified to the Card Member in writing or by other methods.

<Article 35> Use at CD and ATM

Card Members may execute the following transactions at the CD or ATM of the Bank or of the financial institutions, etc. affiliated with Mitsubishi UFJ NICOS. There may be certain transactions unavailable depending on the model of CD and

ATM, installed area, stores, etc., as well as unavailable hours due to business hours of the stores where such CD/ATM is installed, system maintenance, etc.

- (i) Use of cash advance service.
- (ii) Use or Prepayment of Credit Card loan.
- (iii) Prepayment of revolving installments.

<Article 36> Prepayment etc. of Cash Advance Service and Card Loan

1. Any Prepayment of cash advance service or Credit Card loan shall be made by the Credit Cardholder upon prior notice to and approval by the Bank. When requested by the Bank for approval, the Credit Cardholder shall follow the procedures prescribed by the Bank such as submission of certain documents.
2. In making such prior notice as stipulated in the preceding Paragraph, the Credit Cardholder shall specify the extent of Prepayment, repayment method and payment date, and the Bank shall in turn notify the amount to be paid at such payment date according to such specification. The extent of Prepayment and repayment method that the Credit Cardholder may specify are as per the following table.

	Extent of Prepayment	Repayment Method
Cash Advance Service	Entire amount only	Account transfer/ fund remittance
Credit Card Loan	Entire amount	Account transfer/ fund remittance (Payment date shall be the date designated by the Bank.)
	Partial amount	Account transfer/fund remittance

3. Should any payment to the Bank fall under any of the following categories, the Bank may, without any notice to the Credit Cardholder, deem such payment as repayment on the due date prescribed by the Bank and apply the same to any obligation owed to the Bank (including any obligation arising from contract other than the Terms and Conditions) in such order and manner as prescribed by the Bank, or make the refund etc. of the same by fund remittance or mail transfer, and the Credit Cardholder shall have no objection to such application and refund etc.:
 - (i) When the payment is made without prior notice to and approval by the Bank.
 - (ii) When the payment is made on a different date from the date specified at the time of such prior notice, even with the prior notice to and approval by the Bank.
 - (iii) When the payment is made in a different repayment method from the repayment method specified at the time of such prior notice, even with the prior notice to and approval by the Bank.
 - (iv) When the payment is made in a different amount from the amount informed by the Bank in accordance with the specification made by the Credit Cardholder at the time of such prior notice, even with the prior notice to and approval by the Bank.
4. Notwithstanding the provisions of preceding three (3) Paragraphs, the Credit Cardholder may Prepay a part of Credit Card loan payment amount, by using ATM at the financial institutions affiliated with Mitsubishi UFJ NICOS. The repayment, however, may be required to be made in the amount in such unit as set by Mitsubishi UFJ NICOS or by such financial institutions.
5. When fund remittance was specified as a means of Prepayment, and because the Bank has deemed it necessary or because of certain other operational reasons, such Prepayment is made by fund transfer to the depository account specified by the Bank using the form that the Bank provides, and where such Prepayment is made prior to the payment date written on such form resulting in excess payment, then the Bank, without notice to the Credit Cardholder, may deem such excess payment as the repayment at the time designated by the Bank, and apply the same to any obligation owing to the Bank (including any obligation arising from contract other than the Terms and Conditions) in such order and manner as prescribed by

the Bank, or may make a refund etc. of the same by fund remittance or mail transfer, and the Credit Cardholder shall have no objection to such application or refund, etc.

<Article 37> Contract Payment Date and Account Transfer

1. The payment date (the "Contract Payment Date" in the Terms and Conditions) for the obligations that the Credit Cardholder shall pay to the Bank arising from the Terms and Conditions such as the usage amount of the Credit Card, loans, fees, interest, annual membership fees and so on shall be 10th of every month (the next business day, if the date falls on a non-business day for financial institutions etc.). The Credit Cardholder shall repay the amount due (the "Contract Payment Amount" in the Terms and Conditions) on the Contract Payment Date by account transfer from the depository account with the Bank (the "Payment Account") which has been pre-notified by the Credit Cardholder. However, there may be a case where the payment is to be made on a Contract Payment Date after the aforementioned Contract Payment Date due to operational reasons, or where the payment is made by fund remittance to the account of the Bank, by collection by the collection agent designated by the Bank, or by such other payment method (in such event, fees concerning the payment to financial institutions or collection agent shall be, in principle, borne by the Credit Cardholder), if the notice by the Credit Cardholder to the Bank of the Payment Account is delayed or if the Bank specifically designates such payment method.
2. When the account transfer could not be made on the Contract Payment Date, the Bank may effectuate the account transfer for the whole or a part of the Contract Payment Amount on any day after such Contract Payment Date.
3. With respect to the obligations in foreign currencies of the Credit Cardholder for the use outside Japan of the Credit Card by the Card Member, the payment for them shall be made to the Bank in the Yen amount calculated by applying the rate comprising of both the exchange rate applied by MasterCard Int'l at the time of the sale processing by MasterCard Int'l (it may be a different date from the date on which the Card Member used the Credit Card) and the rate corresponding to the prescribed expense portion for various processing fees etc. concerning such use made outside Japan.

<Article 38> Account Details

At around the beginning of every month, the Bank shall notify the Credit Cardholder of the Contract Payment Amount, outstanding Usage Balance of Revolving/Installment Payments, outstanding balance of cash advance services, outstanding balance of Credit Card loan and so forth (the "Account Details") in the statement, by mail to the address registered by the Credit Cardholder or by any other manner prescribed by the Bank. When the Credit Cardholder takes the procedures prescribed by the Bank, the Bank may use an electronic mail or other electronic means to provide the details of such statement in lieu of such statement. However, this does not apply where laws and regulations do not allow electronic means. The Credit Cardholder shall protest within one (1) week of the receipt of notification, should he/she have any objection to the contents of Account Details.

<Article 39> Delayed Charges

1. The Credit Cardholder shall pay the delayed charges, in the event that the Credit Cardholder fails on the Contract Payment Date to repay the Contract Payment Amount, calculated for the period from the following day of it till the date of full payment over such Contract Payment Amount (except for fees on revolving payments, installment payment fees, fees and interest under the Financing Services and delayed charges etc.), or in the event that the Credit Cardholder loses the benefit of term, calculated for the period from the following day of such loss of the benefit of term till the date of full payment over the total outstanding amount of the obligations (except for fees on revolving repayments, installment payment fees, fees and interest under the Financing Services, and delayed charges etc.), in either event, by applying the interest rate stipulated below. As to the revision of this rate, Article 21, Paragraph 2 shall apply:

- (i) For cash advance service and Credit Card loan: 20.00% per annum (or 21.90% per annum for the delayed charges incurred by 11 January, 2010)
 - (ii) Other than the above: 14.60% per annum
2. Notwithstanding the preceding Paragraph, the Credit Cardholder shall pay the following delayed charges on "two (2) installments," "lump sum payment at the time of bonus" or "installment payments." The revision of the rate shall be made similarly as the preceding Paragraph:
- (i) In case of the delay in installment payment, the amount calculated by multiplying the installment amount by 14.60% per annum for the period from the following day of the Contract Payment Date to the full payment date. However, such delayed charges shall not exceed the amount calculated by multiplying the total outstanding installment amounts by the commercial statutory interest rate (6.00% per annum).
 - (ii) In case of the delay in "two (2) installments" or "lump sum payment at the time of bonus", the amount calculated, for the period from the following day of the Contract Payment Date to the full payment date, by multiplying the outstanding obligations by the commercial statutory interest rate (6% per annum) (or 14.60% per annum, with regard to the amount of Shopping Use made prior to the end of November 2009 for which the payment has been delayed on or before 11 January, 2010).
 - (iii) In case of the loss of benefit of term in connection with installment payments, the amount calculated by multiplying the total outstanding installment amounts by the commercial statutory interest rate (6.00% per annum) for the period from the following day of such loss of the benefit of term to the full payment date.
 - (iv) In case of the loss of benefit of term in connection with "two (2) installments" or "lump sum payment at the time of bonus", the amount calculated, for the period from the following day of such loss of the benefit of term to the full payment date, by multiplying the outstanding amount of the obligations by the commercial statutory interest rate (6% per annum) (or 14.60% per annum, with regard to the amount of Shopping Use made prior to the end of November 2009 for which the benefit of term has been lost on or prior to 11 January, 2010).

<Article 40> Order of Application etc. of Payment Amount etc.

1. When the payment to the Bank is made by Credit Cardholder by means of account transfer or of fund remittance to the depositary account specified by the Bank by using the form that the Bank provides, the Bank may, without notice to the Credit Cardholder, deem such payment as the repayment at the time prescribed by the Bank, and may apply the same to any obligation owed to the Bank (including any obligation arising from any contract other than the Terms and Conditions) in such order and manner as prescribed by the Bank, or make the refund etc. of the same by fund remittance or mail transfer, and the Credit Cardholder shall have no objection to such application or refund etc.
2. Notwithstanding the provision of the preceding Paragraph, when the Credit Cardholder specifies the extent of payment, payment method and payment date with the prior notice to and approval by the Bank, and pays for the amount which the Bank notifies to the Credit Cardholder in response to the specification and in the manner and on the date specified by the Credit Cardholder, then the Bank shall apply the payment amount paid by the Credit Cardholder in accordance with such specification. However, the extent of payment, payment method and payment date shall be specified from those of the Bank's designation.
3. When the payment is made by fund remittance to the depositary account specified by the Bank by using the form that the Bank provides before the payment date written on the form and there is any excess payment amount, the Bank may, without notice to the Credit Cardholder, deem such excess payment amount as the repayment at

the Bank's prescribed time, and may apply the same to any obligation owed to the Bank (including any obligation arising from any contract other than the Terms and Conditions) in such order and manner as prescribed by the Bank, or make the refund etc. of the same by fund remittance or mail transfer, and the Credit Cardholder shall have no objection to such application or refund etc.

4. Application of payment amounts concerning revolving payments for Shopping Use shall be made according to the order and manner prescribed by the Bank. However, this shall not apply to such application with regard to the suspension plea of revolving repayments provided for under the Installment Sales Law.

<Article 41> Loss of the Benefit of Term

1. When any of the following events occurs with respect to the Credit Cardholder, the Credit Cardholder shall, without any demand from the Bank, immediately pay all the outstanding obligations under the Financing Services and Shopping Use, together with interest thereon and any other obligation incidental thereto:
 - (i) Suspension of payments has occurred or the application has been made for the commencement of bankruptcy proceeding, civil rehabilitation proceeding (including individual rehabilitation proceeding) or for the voluntary arrangement;
 - (ii) Suspension of bank transaction (ginkou torihiki teishi shobun) has been imposed;
 - (iii) When the commencement of inheritance occurs;
 - (iv) The order or notice of provisional attachment, preservative attachment or attachment has been dispatched with regard to the deposits and other claims against the Bank of the Credit Cardholder or of the guarantor; or
 - (v) The address of the Credit Cardholder has become unknown to the Bank, as a result of the Customer's failure to register the address change or any other reason attributable to the Credit Cardholder.
2. In case of any of the following events, the Credit Cardholder shall, upon demand from the Bank, immediately pay all the outstanding obligations under the Financing Services and Shopping Use, together with interest thereon and any other obligation incidental thereto:
 - (i) The Credit Cardholder has delayed any payment of all or any part of the obligations owing to the Bank;
 - (ii) The attachment or auction procedures have been commenced with regard to the subject matter of collateral;
 - (iii) The Credit Cardholder has breached any terms and conditions for any transaction, including the Terms and Conditions, with the Bank; or
 - (iv) Any event other than those prescribed in the preceding Items, for which the Bank is required to take measures to secure its claims, has occurred.
3. In case where Item 1 of the preceding Paragraph is applicable and if the relevant obligations are obligations of the Contract Payment Amount of Shopping Use (excluding those which constitute any of the Items under this Paragraph), the Bank shall make a request for repayment in writing with specifying a considerable period, which shall be no less than twenty (20) days. If the repayment is not made within such period, the demand under the preceding Paragraph shall be deemed to have been made on the date designated by the Bank (such date shall be a day on or after the completion of such period; provided, however, that the Bank may designate such date in such request for repayment) and the Credit Cardholder shall pay all the outstanding obligations under such Shopping Use, together with interest thereon and any other obligation incidental thereto.
 - (i) Single payment of Shopping Use.
 - (ii) "Two (2) installments," "lump sum payment at the time of bonus," "revolving payments" or "installment payments" of Shopping Use for the rights other than the designated rights as stipulated in the Installment Sales Law.
 - (iii) Payment of Shopping Use in connection with the sale/purchase contract or service provision contract

entered into by the Credit Cardholder for the purpose of his/her business or as his/her business (excluding the case in which such contract qualifies as the service provision attractive sales individual contract (gyomu teikyo yuin hambai kojiri keiyaku) or the chain sales individual contract (rensa hambai kojiri keiyaku) under the Installment Sales Law).

- (iv) Other payments of Shopping Use that constitutes any of the Items of Paragraph 1, Article 35-3-60 of the Installment Sales Law

<Article 42> Withdrawal and Loss of Membership Eligibility, etc.

1. The Card Member may withdraw from membership in the manner prescribed by the Bank. In this event, the Card Member shall either immediately return the Credit Card or dispose of the Credit Card by cutting the Credit Card according to the Bank's instruction, and the Card Member shall withdraw when the Credit Cardholder fully repays all the outstanding obligations owing to the Bank under the Terms and Conditions. The Credit Cardholder shall continue to be responsible, in accordance with the Terms and Conditions, for payment of the obligations owing to the Bank under the Terms and Conditions, even after the application for withdrawal is made. Also, when the Credit Cardholder withdraws, the Family Cardholder shall automatically withdraw from the membership.
2. When the Card Member shall not have received, within a reasonable time, the Credit Card sent by the Bank pursuant to Article 3, 4 or 7, the Bank may deem that the Card Member shall have expressed his/her desire to withdraw from the membership.
3. When the Card Member shall fall under any of the following categories, he/she shall automatically lose the membership. When the Credit Cardholder loses the membership, the Family Cardholder shall also lose the membership. Also, when the Card Member uses the Credit Card after the loss of membership, the Credit Cardholder shall be responsible for the payment obligations therefor:
 - (i) When it is discovered that the Card Member has given the false declaration at the time of application for membership.
 - (ii) When the Credit Card expires without the Bank's issuing the Renewed Card.
 - (iii) When the address of the Card Member becomes unknown for any reason attributable to the Card Member, such as failure to report change of address, and the Bank determines it difficult to notify to and communicate with the Card Member.
 - (iv) When the Bank determines that the use of the Credit Card by the Card Member is inappropriate because of the serious change in the creditworthiness of the Credit Cardholder, the Shopping Use with the purpose of conversion into money, etc.
 - (v) When the benefit of term is lost in accordance with Article 41.
 - (vi) When the Bank considers him/her not eligible for the membership.
4. The Family Cardholder shall, in addition to Paragraphs 1, 2 and 3, automatically lose the membership upon the Credit Cardholder's report in the manner prescribed by the Bank for the suspension of the use of the Family Card etc. and withdraws from the membership.
5. In case of Paragraph 3 or 4, notwithstanding whether or not the notice of loss of membership has been issued, the Bank may notify the Accredited Merchants of invalid Credit Card.
6. When Paragraph 3 or 4 is applicable and the Bank demands the return of the Credit Card directly or through the Accredited Merchants, the Card Member shall immediately return the Credit Card.
7. When Paragraph 3 or 4 does not apply but the Card Member violates or is likely to violate the Terms and Conditions, or when the Bank considers the use of the Credit Card by the Card Member inappropriate, then the Bank may reject the use of the Credit Card.

<Article 43> Classification of Responsibility upon Loss or Theft of Credit Card

1. When a person other than the Card Member uses the Credit Card as a result of loss, theft, etc. of such Credit

Card, the Credit Cardholder shall be responsible for the usage amount of such Credit Card and for the repayment for the Financing Services made by such Credit Card, unless otherwise prescribed by the laws and regulations.

2. Notwithstanding the preceding Paragraph, when the Card Member promptly notifies the Bank of such loss or theft, reports it to the nearest police station and submitted to the Bank the report of loss or theft prescribed and requested by the Bank, then the Credit Cardholder shall be exempted from responsibility for damages caused by the use of such Credit Card by other person, occurring within sixty (60) days prior to the date of such report to the Bank. However, if any of the following is applicable, the Credit Cardholder shall not be exempt from the payment of usage amount and repayment amount:
 - (i) When the Card Member violates Article 3.
 - (ii) When a person related to the Card Member such as a family member or roommate uses the Credit Card.
 - (iii) When the loss or theft of the Credit Card is caused by the Card Member's or his/her legal representative's willful misconduct, gross negligence or violation of law.
 - (iv) When the contents of the loss or theft report are false.
 - (v) When the Card Member refuses to submit the document(s) requested by the Bank, or to cooperate with the Bank on the investigation of damages conducted by the Bank etc.
 - (vi) When the registered PIN is used when the Credit Card is used (except when the proviso of Article 8, Paragraph 3 is applicable).
 - (vii) When the loss or theft happens in a social disorder such as war, earthquake, etc.
 - (viii) When the damages are caused without the Card Member's signature in the designated signature space of the Card.
 - (ix) When the loss or theft happens while the Card Member is otherwise violating the Terms and Conditions.

<Article 44> Classification of Responsibility When Counterfeit Credit Card Is Used

1. Any usage amount in relation to the use of a Counterfeit Card (which shall mean a credit card or the like other than the Credit Card issued by the Bank and lent to the Credit Cardholder pursuant to Article 3, Paragraph 1) shall not be for the account of the Credit Cardholder.
2. Notwithstanding the preceding Paragraph, when there is a willful misconduct or negligence on the part of the Card Member for the production or use of a Counterfeit Card, the usage amount of such Counterfeit Card and the repayment for the Financing Services made by such Counterfeit Card shall be for the account of the Credit Cardholder, unless otherwise prescribed by the laws and regulations.

<Article 45> Burden of Expenses

The Credit Cardholder shall bear the remittance fees imposed by financial institutions etc. when the payment is made by fund remittance, the stamp duties, the various other handling charges incurred in relation to the payment of obligations under the Terms and Conditions, the expenses for refund from the Bank, the consumption tax and other taxes and public dues imposed upon the expenses and fees etc. under the Terms and Conditions, and the other expenses incurred by the Bank for the procurement of preservation of its claims.

<Article 46> Application of Laws and Regulations Regarding Foreign Exchange and Foreign Trade Control

The Card Member shall hereby agree in advance that, because of the various laws and regulations relating to foreign exchange and foreign trade control, he/she may be required to submit the permit, certificate or other document when he/she uses the Credit Card outside Japan and the use of the Credit Card may be limited or suspended.

<Article 47> Membership Terms and Conditions and Its Revision

The Terms and Conditions shall apply to all the contractual relationship between the Card Member and the Bank. If the Terms and Conditions shall be revised in the future and the Card Member shall use the Credit Card after the Bank has notified to the Credit Cardholder of the details of revision

by means of sending the Terms and Conditions or by other means, then the Card Member shall be deemed to have approved the revision.

<Article 48> Application of Other Provisions

1. Matters not provided for in the Terms and Conditions such as change in registered items, disclaimer, governing law, jurisdiction and changes in the terms and conditions, shall be governed by "Section 1: HSBC Premier Account General Agreement"
2. In the event of any discrepancy between "Section 1: HSBC Premier Account General Agreement" and the Terms and Conditions, the Terms and Conditions shall prevail.

Annex I: Inquiry Window

<Article 1> For any inquiry or consultation regarding the merchandise etc., please contact the Accredited Merchant where the Card Member used the Credit Card.

<Article 2> For any inquiry regarding the services of the Credit Card, procedures etc. for membership application or withdrawal, changes in registered items, and stoppage of commercial solicitation such as sending of advertising materials, please contact: The Hongkong and Shanghai Banking Corporation Limited, Tokyo Branch HSBC Building, 11-1, Nihonbashi 3-chome, Chuo-ku, Tokyo 103-0027; or HSBC Premier Call Centre: English 0120-777-268 (24 hours, 365 days)

<Article 3> For any inquiry and consultation regarding the Terms and Conditions, for any inquiry and consultation on Personal Information such as disclosure, correction and deletion of Personal Information, and for the document

<Article 2> Registered Information and Registration Period

	CIC	JICC	KSC
(i) Name, birth date, sex, address, phone number, place of work and other personal information	During the period for which any of the items in (ii) through (vii) is registered.		
(ii) Date of the use of the Affiliated Personal Credit Information Bureau and the fact of application for this Contract	Six (6) months from the date of use.		Up to one (1) year from the date of use.
(iii) Date of approval of membership, contents of this Contract such as the Credit Line, the fact of delinquent repayment of obligations and status of repayment such as pay off	During the term of contract and up to five (5) years after the termination of the contract.	During the term of contract and five (5) years after the termination of the contract.	During the term of contract and up to five (5) years from the date of termination of the contract (if not paid off, from the date of pay off)
(iv) Information disclosed by official gazette	/	Seven (7) years from the date of the order for commencement of bankruptcy proceeding etc.	Up to ten (10) years from the date of the order for commencement of bankruptcy proceeding etc.
(v) Fact that complaint regarding registered information is made and under examination	During such examination.	One (1) year.	During such examination.
(vi) Information reported by the relevant person such as loss of identification information, notice of theft, etc.	One (1) year from the registration date.	One (1) year from the registration date.	Up to five (5) years from the date of such report.
(vii) Information reported by the relevant person such as request for voluntary credit reduction, etc.	Five years (5) from the registration date.	Five years (5) from the registration date.	

* Of the above, items (iv), (v) and (vi) are independently collected and registered by the personal credit information bureaus.

* Other than the above, KSC registers dishonour information (as to the first dishonour, for a period not exceeding six (6) months from such dishonour, and as to the suspension of transactions, for a period not exceeding five (5) years from the date of suspension of transaction).

* The Card Member shall agree that the Affiliated Personal Credit Information Bureaus and their respective members provide to each other and use the Personal Information registered with the Affiliated Personal Credit Information Bureaus to the extent necessary for the protection and proper use of Personal Information by the Affiliated Personal Credit Information Bureaus, such as maintenance of accuracy and newness, complaint handling, monitoring of the members for regulatory compliance, etc. Registered information used by the members of the Allied Personal Credit Information ureaus shall be "the fact of delinquent payment of obligations"

regarding the plea for payment suspension, please inquire at: The Hongkong and Shanghai Banking Corporation Limited, Tokyo Branch HSBC Building, 11-1, Nihonbashi 3-chome, Chuo-ku, Tokyo 103-0027; or HSBC Premier Call Centre: English 0120-777-268 (24 hours, 365 days)

Annex II: Registered Information and Registration Period

<Article 1> Personal Credit Information Bureau

The name, address, telephone number, etc. of each of the personal credit information bureaus that the Bank is affiliated with are as follows:

The customer can obtain information about each credit bureau's membership eligibility, its member etc. at its website.

- (i) Credit Information Center Corp.(CIC)
First West Bldg., 15th Floor, 1-23-7, Nishi-Shinjuku, Shinjuku-ku, Tokyo, 160-8375
Phone; 0120-810-414
URL <http://www.cic.co.jp>
- (ii) Personal Credit Information Center (kojin shinyou-jouhou center) of Japanese Bankers Association (KSC)
3-1, Marunouchi 1-chome, Chiyoda-Ku, Tokyo 100-8216
Phone; 03-3214-5020
URL <http://www.zenginkyo.or.jp/pcic/index.html>
- (iii) Japan Credit Information Reference Center Corp. (JICC)
2-1, Kanda tacho, Chiyoda-Ku, Tokyo 101-0046
Phone; 0120-441-481
URL <http://www.jicc.co.jp>

CIC, KSC and JICC above are affiliated.

Annex III: Revolving Payments and Installment Payments

<Article 1> Guidance to Revolving Payments

Monthly Payment Amount (Revolving Payment Amount): (Fixed-Payment-Amount Method)

Outstanding Balance as of Cutoff Date	Monthly Payment Amount	
	Plan A	Plan B
500,000 Yen or less	10,000 Yen	20,000 Yen
More than 500,000 and up to 1,000,000 Yen	20,000 Yen	30,000 Yen

(Progressive-Payment-Amount Method corresponding to Outstanding Balance)

Outstanding Balance as of Cutoff Date	Monthly Payment Amount	
	Standard Plan	Long-Term Plan
100,000 Yen or less	10,000 Yen	5,000 Yen
More than 100,000 Yen and up to 200,000 Yen	20,000 Yen	10,000 Yen
For each additional 100,000 Yen upwards	Plus 10,000 Yen	Plus 5,000 Yen

* Initially at the time of enrolment, the payment method will be "Fixed-Payment- Amount Method" and "Plan A". Commission rate: Actual per annum ratio of 11.50% Payment example:

In case the payment method is "Fixed-Payment-Amount Method" and "Plan A" and 100,000 Yen has been used during the period of April 16 through May 15:

(i) Cutoff Date (May 15) Usage Balance of Revolving Payments 100,000 Yen Monthly payment amount (payment on June 10) 10,000Yen Application to the usage amount 10,000Yen Usage Balance of Revolving Payments after payment 90,000 Yen (100,000 Yen – 10,000Yen)

(ii) Closing date (June 15) Usage Balance of Revolving Payments 90,000 Yen Monthly payment amount (payment on July 10) 10,000Yen Application to the usage amount 9,043 Yen (10,000 Yen – 957 Yen) Application to fees 957 Yen (100,000 Yen x 11.50% / 365 x 25) + (90,000 Yen x 11.50% / 365 x 6) Usage Balance of Revolving Payments after payment 80,957 Yen (90,000 Yen – 9,043 Yen)

<Article 2> Guidance to Installment Payments

Number of Payments:

Number of Payments (times)	3	5	6	10	12
Term of Payments (months)	3	5	6	10	12

Actual Per Annum Interest Rate (%)	9.25	10.25	10.75	11.25	11.25
Installment Payment Fees per Usage Amount of 100 Yen (Yen)	1.56	2.60	3.12	5.20	6.24

Number of Payments (times)	15	18	20	24
Term of Payments (months)	15	18	20	24
Actual Per Annum Interest Rate (%)	11.50	11.50	11.50	11.50
Installment Payment Fees per Usage Amount of 100Yen (Yen)	7.80	9.36	10.40	12.48

There may be cases where a different number of payments may be designated, depending on the Accredited Merchants. Payment example: When cash price of 100,000Yen is used for 10 installment payments: Installment Payment Fees 100,000 Yen x (5.20 Yen / 100Yen) = 5,200 Yen Total Installment Amount (total payment amount) 100,000 Yen + Yen 5,200 = 105,200 Yen Monthly Installment Payment Amount 105,200 Yen / 10 times = 10,520 Yen

<Article 3> Bonus-Combined Payments

In case of bonus-combined payments, the actual per annum rate may be different from the rate specified in the preceding two (2) Articles.

Annex IV: Guidance to Cash Advance Services and Credit Card Loans

Name	Credit Limit	Repayment Method
Cash Advance Services	Credit line for Cashing Services: 0 Yen - 300,000 Yen	One time repayment of principal and interest. (Prepayment will be allowed only in full amount.)
Credit Card Loans	Credit line for Credit Card Loans: 0 Yen - 1,000,000 Yen	Monthly Fixed Principal Repayments or Bonus - Combined Repayments. (Prepayment will be allowed in full amount or partial amount.)

Name	Term of Repayment / Time(s)	Security
Cash Advance Services	As of April 1, 2007, 23 - 56 calendar days (however, different days may apply depending on the calendar) / 1 time	None
Credit Card Loans	Such term and times corresponding to the usage balance and repayment method necessary for the complete repayment of the principal and interest. When the loans are made repeatedly within the credit line, the term of repayment and times of repayment will change, because the usage balances change. <Example> In case of Monthly Fixed Principal Repayments of 10,000 Yen per month for the loan amount of 100,000 Yen, eleven (11) months / 11 times.	

Annex V: Points

<Article 1> Objective

- The provisions of this Annex V (the "Points Regulations") set forth the details of the points (the "Points") granted to the Credit Cardholder by the Bank according to the use of the HSBC Premier Credit Card (the "Credit Card") which the Bank issues and the conditions to receive the privileges thereof (the Family Cardholder shall not be eligible for the privileges under the Points Regulations).
- The Bank shall be entitled to revise the Points Regulations, as it deems necessary, by notifying the Credit Cardholder in writing or otherwise, either in advance of or after such revision.
- Details of the privileges for the Points and of the procedures shall be stipulated in the pamphlet, e-mail, the Bank's website or other documents that the Bank separately issues to the Credit Cardholder.

<Article 2> Points

- The Points system under the Points Regulations shall be a system in which, pursuant to the Points Regulations, the Bank grants Points to the Credit Cardholder and redeems, upon request from such Credit Cardholder, such Points for such Credit Cardholder.
- When the Credit Cardholder loses the qualification (the "Membership") under the Terms and Conditions for the Credit Card, the Credit Cardholder shall not be eligible to use, and to apply for the redemption of, the Points.

<Article 3> Exemption to Offering of Points

Of the usage amounts of the Credit Card, those of cash advance services, various loans, annual membership fees of the Credit Card, and others designated separately by the Bank shall not be eligible to the granting of Points.

<Article 4> Usage Amount of Credit Card by Family Cardholder

Points for the usage amount of the Credit Card by the Family Cardholder shall be granted to the Credit Cardholder.

<Article 5> Starting Month of Reckoning for Points

The initial starting month of reckoning for the Points shall be the month in which the Credit Cardholder gets the membership for the Credit Card (which month shall include the Cutoff Date (15th of each month) as designated by the Bank) and each of the subsequent starting months shall be the following month of the expiration of the immediately preceding term of validity as stipulated in Article 7.

<Article 6> Calculation of Points

Points shall be calculated by multiplying the usage amount of the Credit Card by the Bank's prescribed rate. However, fractional part will be disregarded.

<Article 7> Accumulation of Points and Term of Validity

Points can be accumulated for 24 months from the starting month of reckoning and shall be valid during such period. Points after 24 months from the starting month of reckoning shall lapse automatically.

<Article 8> Cancellation of Point Granting

When the whole or a part of the usage amount of the Credit Card is cancelled as a result of purchase cancellation of the merchandise, services, etc., corresponding Points will also be cancelled in the manner prescribed by the Bank.

<Article 9> Notification of or Enquiry for Points

- The Bank shall notify the Credit Cardholder of the number of Points granted to such Credit Cardholder during the month as well as the total number of valid Points accumulated by the Credit Cardholder up to that time, by

describing them on the statement of account sent by the Bank to the Credit Cardholder.

2. The Credit Cardholder will be able to check the total Points in the manner prescribed by the Bank.
3. For the month when Points are redeemed to the Credit Cardholder or for the following month, the total Points notified or enquired according to the preceding two (2) Paragraphs may not be the same as the actual and valid Points.

<Article 10> Conditions on Request for Redemption of Points

1. Any request for the redemption of Points may be made only by the Credit Cardholder, and the Family Cardholder shall not be eligible for the request for the redemption of Points.
2. The request for redemption of Points once made may not be cancelled. Also, the type of redemption of Points specified at the time of the request for redemption of Points once made may not be changed.

<Article 11> Determination of Redemption of Points

1. After the Bank received the request for redemption of Points from the Credit Cardholder according to the preceding Article, the Bank shall review the request in the prescribed manner and within the prescribed time, and determine whether or not to allow such redemption of Points.
2. When the Bank determines, as a result of the prescribed review, that the Credit Cardholder acted fraudulently or falsely in relation to the request for redemption of Points or that the Credit Cardholder is not compliant with the Points Regulations or the Terms and Conditions for the Credit Card, then the Bank may reject or withhold the redemption of Points to such Credit Cardholder. In this case, the Bank will notify the Credit Cardholder of the same without delay.

<Article 12> Balance of Points for Redemption of Points

The balance of valid Points eligible for the redemption of Points will be able to be confirmed by the procedure stipulated in Article 9. However, if the request for redemption

of Points has been made separately and the Bank is undergoing the redemption procedures, then the balance of Points shall be the balance after the deduction of the Points subject to such request for redemption of Points.

<Article 13> Redemption of Points

1. The Bank shall redeem the Points, which become redeemable based on the preceding Article, in accordance with the procedures prescribed by the Bank.
2. Even after the Points have been redeemed in accordance with the preceding Paragraph, if such redemption of Points was not made appropriately, such as where the grant of Points has been cancelled in accordance with Article 8, then the Credit Cardholder must return the amount corresponding thereto to the Bank pursuant to the procedure prescribed by the Bank.

<Article 14> Public Dues and Charges

When public dues and charges are levied on the redemption of Points under the Points Regulations, such public dues and charges shall be borne by the Credit Cardholder.

<Article 15> Lapse of Points

Regardless of reason, when the Credit Cardholder has lost the Membership, all the Points accumulated to date shall automatically become null and void, and all the rights and obligations (except for the obligation of the Credit Cardholder to return the corresponding amount pursuant to Article 13, Paragraph 2) under the provisions of the Points Regulations shall be automatically extinguished.

<Article 16> Delegation by the Bank

The Credit Cardholder shall agree that the processing operations concerning Point granting, accumulation, communication, redemption of Points, etc. will be handled by Mitsubishi UFJ NICOS under the delegation by the Bank.

<Article 17> Termination, Suspension, Revision, etc.

The Bank shall be entitled to terminate, suspend or revise the Points Regulations at any time, and the Credit Cardholder shall agree to this.

Section 8 Terms and Conditions for HSBC Personal Internet Banking

The Terms and Conditions for HSBC Personal Internet Banking (hereafter in this Section, the "Terms and Conditions") provides for the Bank's handling of the use of HSBC Personal Internet Banking (hereunder in this Section, the "Service") by the Customer holding the Premier Account.

<Article 1> Contents of the Service

1. The Bank shall, in accordance with the Terms and Conditions, provide the following services to the Customer through computer terminals at the internet site opened, operated and managed by the Bank or an agent consigned by the Bank (the "Internet Site"). For the avoidance of doubt, specific contents of the Service (such as types of transactions available under the Service, conditions of usage such as the usage limit amount for each transaction, and specific method of usage) not set forth in the Terms and Conditions shall be specified separately by the Bank.
 - (i) Various transactions related to the Premier Account (the "Subject Transactions") and services incidental to the Subject Transactions (including enquiry into the balance of each account in the Premier Account).
 - (ii) Provision of financial information, market information, other information, and various reports prepared based on such information (collectively, the "Information"). For the avoidance of doubt, the Information includes such information as provided by the Bank and any other HSBC Group Company (collectively, the "Bank etc."), as well as by a third party (including any information provider to such third party, the "Information Provider") other than the Bank etc..
2. The Bank may, at any time, change the following matters and other matters:
 - (i) Addition, deletion, and other changes to the contents of the Service (including the scope of the Subject Transactions etc.);
 - (ii) Setting, cancellation and other changes of usage

limits for the Service such as the usage limit amount etc. per Transaction Request (as defined in Article 4, Paragraph 1, Item 1) or per day. In addition, if the Customer did not use the Service during the period of time specified by the Bank, the Bank may decrease or reset the usage limit amount; and

- (iii) Setting or change of start and finish times of the Service usage and those of the reception of each Subject Transaction. For the avoidance of doubt, the Transaction Request received by the Bank from the Customer after the finish time specified by the Bank of the Service or of the reception of Subject Transaction shall be handled on the following business day. In addition, the Bank may set business day and reception start and finish time based on the different time zones for respective markets related to the Subject Transactions.
3. The Bank shall notify or publicly announce the contents of the Service provided for under Paragraph 1 and the changes thereof pursuant to the preceding Paragraph to the Customer by the method deemed appropriate by the Bank (in writing, notice on the Bank's web site, notice at the Bank's domestic branches or advertisement etc.).
4. To use the Service from overseas, the Customer shall take note of the following conditions:
 - (i) In certain cases, the Service may not be available due to laws, systems, conditions of communication, etc. of the country or region; and
 - (ii) In the event that the Service becomes unavailable in a specific country or region due to change of laws and regulations etc., the Bank may temporarily suspend the use of, or cancel, the Service.

5. The Bank is taking the security measures, as announced on the Bank's web site, with respect to the Service, and the Customer shall confirm the same.

<Article 2> Conditions of Use etc. of Service

1. In order to use the Service, the Customer shall apply, on the Internet Site, for the use of the Service via the methods prescribed by the Bank and by following the registration procedures for matters prescribed by the Bank. The Service will be available after the Bank confirms the completion of registration by the Customer.
2. In order to use the Service, the Customer shall designate or register an account to be used for the Service.
3. The use of the Service shall be subject to the items specified below and those specified separately by the Bank pursuant to Article 1, Paragraph 1:
 - (i) Those who can use the Service are restricted to the Customers who applied for the use of the Service pursuant to Paragraph 1. Where the eligibility for entering into each Subject Transaction is restricted under other terms and conditions related thereto, the restriction by such terms and conditions shall apply.
 - (ii) Only equipment that satisfies the requirements of the Bank can be used for the Service.
 - (iii) The service hours, the usage limit amount and other matters shall be specified separately by the Bank and may differ for each Subject Transaction.

<Article 3> Verification of Identity

1. Designation and Change of User Name and Password
 - (i) The Customer shall designate an identification code (the "User Name") and a password (the "Password") to verify that the person is the Customer himself/herself in this Service, following the guidance provided on the Internet Site by the Bank. If the Customer has applied for the Service at a place other than the branch of the Bank, the Bank shall designate a password that it determines at random as the initial password and notify the Customer of such password.
 - (ii) The Customer may, at any time, change the Password in accordance with the procedures prescribed by the Bank; provided that such change shall be valid only when the Bank has accepted such change. The Bank shall not be liable for any losses, damages or expenses incurred before the completion of the procedure for change at the Bank. In principle, the Customer may not change the User Name.
2. Security Device
 - (i) Where the Customer applied for the Service pursuant to Paragraph 1 of the preceding Article, the Bank shall deliver a Security Device to the Customer by means of mailing it to the address registered by the Customer or by other means recognized as appropriate by the Bank.
 - (ii) Concerning the mail delivery of the Security Device, the Bank shall not be liable for failure or delay in the delivery of, or unauthorized usage by any third party of, the Security Device, as a result of returned mail due to inaccuracy etc. of the registered address, accident in mailing, or any other reasons to which the Bank is not attributable.
 - (iii) If the Security Device does not function normally, the Customer shall immediately notify the Bank of such fact and return the inoperative Security Device to the Bank. Where the Bank receives such notification and accepts the return of the inoperative Security Device, the Bank shall deliver a new Security Device free of charge, except when the Security Device is deemed to have been broken due to the Customer's willful misconduct or negligence.
 - (iv) Concerning the safekeeping and use of Security Device, the Bank shall not be liable, in any way, for the damage incurred by the Customer's breach of the Terms and Conditions or non-observation of the Bank's instruction or advice.
 - (v) The Customer shall return the Security Device to the Bank immediately upon termination of the Service.
3. Procedures for Identity Verification
 - (i) In order to use the Service, the Customer shall input

the verification methods designated by the Bank as required for the use of the specific Service, among the User Name, Password, one-time password (which refers to a password usable only once, and generated by the Security Device) and other verification method prescribed by the Bank (the "Identity Verification Procedure").

- (ii) Once the Bank has provided the Service after having confirmed that the user is the Customer himself/herself in accordance with the Identity Verification Procedure set forth in the preceding Item, the Bank shall not be liable, in any way, even if such Service was used inappropriately by a third party, except for the cases provided for in Article 8, Paragraph 3.
 - (iii) When the Customer inputs the User Name, Password, one-time password or any other verification method erroneously and consecutively for the frequency exceeding that specified by the Bank, the Bank may suspend the Customer's use of the Service.
4. Management of User Name etc.
 - (i) The Customer shall manage the User Name, Password, Security Device and one-time password strictly at his/her own responsibility. As for the User Name and the Password, the Customer is requested to avoid using a character string, numbers, etc. which can be easily inferred by others, such as name, alias, date of birth, telephone number, same consecutive numbers, etc.
 - (ii) The Customer shall not disclose the User Name, Password and one-time password to any third party; nor shall the Customer lend or transfer the Security Device to any third party.
 - (iii) If the Customer discloses (either intentionally or negligently) the User Name, Password or one-time password to a third party, the Bank shall not be liable, in any way, for the losses, damages or expenses caused, except for the cases provided for in Article 8, Paragraph 3. In addition, the Bank shall not be liable, in any way, for losses etc. caused by the use of the User Name, Password, Security Device or one-time password by a third party and the unauthorized usage of the foregoing, except for the cases provided for in Article 8, Paragraph 3.
 - (iv) If the User Name, Password or one-time password is leaked to any third party; if the Customer loses the Security Device; if any third party comes to occupy or manage the Security Device; if the Customer becomes aware of unauthorized usage of the Service; or if any doubt exists for any of the foregoing, the Customer shall immediately report the same to the Bank. The Bank may request a written report from the Customer, if necessary.

<Article 4> Request for Subject Transactions

1. Method of Request for Subject Transactions
 - (i) The Customer shall make the request (the "Transaction Request") for the Subject Transaction by the method prescribed by the Bank after undergoing the Identity Verification Procedure. For the avoidance of doubt, the Customer shall, in advance, independently confirm the market prices, transaction rates and other conditions of the contract on his/her own responsibility, even when making the Transaction Request in reference to the Information.
 - (ii) When the Transaction Request is made pursuant to the preceding Item, the Customer cannot cancel or change such Transaction Request without the Bank's consent.
2. Definiteness of Transaction Request

The Bank shall accept the Customer's Transaction Request only when the Bank determines its content to be operable and appropriate. The Customer's Transaction Request shall be definite when so accepted by the Bank. The Customer's Transaction Request shall be treated as not having been made in the following cases:

 - (i) In the event that the funds necessary for execution of such Subject Transaction is not reserved in the Customer's relevant account in the Premier Account;
 - (ii) In the event that the Bank determines it to be

impossible or extremely difficult to execute the Subject Transaction due to disasters, incidents, measures taken by courts and other public authorities, etc.; and

- (iii) In the event that the execution of the Subject Transaction becomes impossible or extremely difficult due to reasons attributable to any financial institution other than the Bank.

3. Confirmation of Subject Transaction

- (i) The details of the acceptance of the Transaction Request by the Bank and the establishment of the Subject Transaction based on such Transaction Request shall be displayed in a form of a confirmation screen on the Internet Site. The Customer shall confirm the contents of such confirmation screen promptly after making the Transaction Request. If the Customer, after making the Transaction Request, cannot confirm the confirmation screen in relation thereto, or if there is an error in the contents of the confirmation screen, the Customer shall inform the Bank of it immediately.
- (ii) The Customer shall agree that the Transaction Request may not be processed immediately after, or on the same day of, the Transaction Request, due to restriction of the Bank's systems or that of business processing. The Bank shall not be liable for such delay in processing.
- (iii) All the contents of the Customer's Transaction Request are recorded, and the Bank keeps such record for an appropriate period of time. If there should arise a question between the Customer and the Bank concerning the contents of any account of, or any Subject Transaction under, the Customer's Premier Account, the Bank's record shall be deemed definite, unless there is a manifest error.

4. Debit of Funds

Concerning transactions which involve the debit of funds, such as remittance or transfer, after the Transaction Request prescribed in Paragraph 2 of this Article becomes definite, the Bank shall debit the funds necessary for such transaction and the fees (including consumption tax) from the account of the Premier Account designated by the Customer for the debiting of such funds, regardless of other terms and conditions concerning such account, and without a submission of withdrawal slip or cheque etc.

<Article 5> Use of Service

1. The use of the Service shall be subject to the Terms and Conditions, other terms and conditions prescribed by the Bank and other provisions related to the Service which provisions are made public on the Bank's web site (including the Bank's policies concerning privacy, security, use of the web site and hyperlink).
2. The Customer may not use the Service for illegal or unjust purposes or actions. In addition, the Customer shall not allow any such use by a third party. The Customer shall notify the Bank immediately in the case that he/she becomes aware of such use by any third party.
3. The Customer shall provide the Bank with such information that the Bank considers necessary for the Service. The Bank shall treat all the information provided by the Customer relating to the use of the Service on the premise that it is true in light of the fact and up to date.
4. Foreign exchange rates, interest rates, transaction rates, other prices and conditions provided by the Bank via the Internet Site shall be provided only as reference. The Bank shall not warrant that the Subject Transaction will be entered into under such rates etc.; provided, however, that where the Customer makes the Transaction Request for a specific Subject Transaction based on the various rates, prices and conditions that the Bank specifically offers to the Customer as the contents of such specific Subject Transaction, such Subject Transaction shall be established with such rates etc. as its contents at the time of approval by the Bank of such Transaction Request.
5. Any reverse compilation, reverse engineering, modification, addition, deletion and other alteration (including the case of starting the act of alteration etc. even if as a result, there has been no alteration etc.) of the

Service, the Internet Site or any software which constitutes the foregoing are prohibited. In addition, access to the structure of the Internet Site (including the case of starting such access even if, as a result, there has been no access) is also prohibited.

6. Where the Bank confirms an illegal use or other suspicious situation concerning any account of the Customer's Premier Account or the use of the Service in general, or where the Bank determines that there is a possibility thereof, the Bank, at its discretion, may not execute the Subject Transaction of the Transaction Request, or may suspend the use of the Service. In such a case, the Bank will not be liable, in any way, for not executing such Subject Transaction or the suspension of use of the Service; provided, however, that the Bank shall notify the Customer of such Subject Transaction not having been executed or the suspension of use of the Service, as soon as possible.

<Article 6> Service Fees

1. The Customer shall pay the fees (including consumption tax) prescribed by the Bank for the use of the Service. The Bank shall debit such fees from the account in the Premier Account designated in accordance with the method prescribed by the Bank, regardless of other terms and conditions relating to such account and without the submission of a withdrawal slip or cheque etc.
2. The Bank shall notify or publicly announce the setting or revision of the fees prescribed in the preceding Paragraph to the Customer prior to the setting or revision date, via a method considered appropriate by the Bank. If the Customer continues to use the Service after the fee setting or revision date, the Bank shall deem that the Customer has agreed with such setting or revision.

<Article 7> Responsibility of the Bank

1. Except for the cases provided for in Article 8, Paragraphs 2 and 3, or the cases caused by the Bank's willful misconduct or gross negligence, the Bank shall not be liable, in any way, for any result caused by, or in relation to, the matters listed below. In addition, even if the Bank bears responsibility in relation to any of the Items listed below, such responsibility is limited to the smaller of, the damages directly caused solely by the Bank's willful misconduct or gross negligence (limited to those damages which are rationally predictable) or the related transaction amount.
 - (i) Use of the Service (including the use of Security Device) and the information provided through the Service by the Customer and any third party (either with or without authority for transaction of the Service); and
 - (ii) Failure etc. (including those of generation of one-time password by the Security Device) and accident of the Service caused by any reason outside the Bank's reasonable control (including communication network failures; the service provider's act or failure to act; machine malfunctions; power failure; defect, failure or shortage of facilities, equipment, devices or installing systems; or laws, regulations and orders of authorities having jurisdiction over the Bank), concerning the provision of the Service, the transmission or receipt of the Transaction Request or information via the Service or the connection to the Internet Site.
2. Even if any damages or expenses etc. have been incurred by the Customer in relation to the use of the Service, the Bank etc. and the Information Provider shall not be liable except in the case of willful misconduct or gross negligence of the Bank etc. or the Information Provider, or except for any of the cases provided for in Article 8, Paragraph 2 or 3.

<Article 8> Responsibility of the Customer

1. Except for the cases specified in the following Paragraph and Paragraph 3, the Customer shall bear the responsibility for all the results caused by or in relation to the use of the Service (including the use of the Security Device) and the use of the Information.
2. The Customer shall not be liable for losses, damages or expenses caused by any of the reasons prescribed in the following Items in the Service; provided, however, that this Paragraph shall apply only where the Customer notifies

the Bank pursuant to the provisions of Article 3, Paragraph 4, Item 3, and the Bank acknowledges that the Customer is free from illegality, willful misconduct and negligence.

- (i) Computer crimes which could have been avoided if the Bank had taken reasonable security management measures.
 - (ii) The Bank's human error or system error.
 - (iii) The Bank's willful misconduct or gross negligence.
3. Notwithstanding the preceding two (2) Paragraphs, in the case of an illegal withdrawal from the Customer's account in the Premier Account via the Service (an "Illegal Withdrawal"), the Bank shall indemnify the Customer for the damages related to such Illegal Withdrawal (including the fees and interests thereon) only when the Bank acknowledges that the Customer is free from negligence. In addition, even in the case of negligence of the Customer concerning the Illegal Withdrawal, the Bank may indemnify the Customer for a certain amount depending on the degree of the Customer's negligence. However, the indemnification under this Paragraph shall be subject to satisfaction of all the following items:
- (i) The report prescribed in Article 3, Paragraph 4, Item 4 has been submitted without delay;
 - (ii) The Customer has provided full explanation in the Bank's investigation; and
 - (iii) The Customer has provided sincere cooperation to the investigative authorities, such as explanation of the circumstances including the facts of the damages etc.
4. Notwithstanding the provisions of the preceding Paragraph, the Bank shall not be liable for indemnification in case of any of the following:
- (i) Where there was gross negligence on the part of the Customer;
 - (ii) Where the Illegal Withdrawal was made by the Customer's spouse, a relative within the second degree of kinship, a relative or other person living with the Customer or a house servant (such as a housekeeper responsible for general housework);
 - (iii) Where the Customer has provided a false explanation of the circumstances of damage to the Bank or to the investigative authorities; or
 - (iv) Where the Illegal Withdrawal was made taking advantage of, or in relation to, a significant social disorder due to an act of war, riot etc.

<Article 9> Termination etc. of the Service

1. The Customer may, at any time, terminate or temporarily suspend the use of the Service by notifying the Bank in accordance with the procedures prescribed by the Bank.
2. The Bank may, at any time, temporarily suspend or terminate the use of the Service by the Customer without notice to the Customer.
3. If the Customer has never used the Service during the period of time as prescribed by the Bank, the Bank shall give a notice to the Customer specifying an appropriate grace period, and if the Customer shall not have used the Service during such grace period, the Bank shall terminate the use of the Service upon the expiry of such grace period. In such case, in order to use the Service again, the Customer will be required to file an application with the Bank for the Service and to receive the delivery from the Bank of a new Security Device.
4. Where the Service has been terminated pursuant to the preceding three (3) Paragraphs, the Customer shall not execute any transaction using a one-time password regardless of whether it is via the Service or not. In addition, the Customer shall return the Security Device to the Bank immediately. In receiving the delivery of a new Security Device pursuant to the second sentence of the preceding Paragraph, if the Customer returns the Security Device concerning the terminated Service, the Customer shall receive the delivery of the new Security Device free of charge.

<Article 10> Application of Other Provisions

1. Matters not set out in the Terms and Conditions shall be handled by other terms and conditions, or the supplementary document which the Bank separately delivers to the Customer in relation to the Terms and Conditions (hereinafter referred to as the "Supplementary Document").
2. In the event of any discrepancy between the Terms and Conditions and other terms and conditions, the Terms and Conditions shall prevail.
3. In the event of any discrepancy between the provisions of the Terms and Conditions and those of the Supplementary Document, the provisions of the Supplementary Document shall prevail.

Section 9 Terms and Conditions for Telephone Banking Services

The Terms and Conditions for Telephone Banking Services (hereafter in this Section, the "Terms and Conditions") provides for the Bank's handling of the use of HSBC Premier Telephone Banking (the "Service") by the Customer holding the Premier Account.

<Article 1> Contents of the Service

1. The Customer may execute various types of transactions of the Premier Account prescribed by the Bank (the "Subject Transaction") by making a transaction request to the Bank through the telephone (the "Transaction Request") in accordance with the method prescribed by the Bank.
2. The detailed contents of the Service not specified in the Terms and Conditions (including the scope of the Subject Transactions, usage conditions and specific method of use) shall be determined separately by the Bank, and the Bank may, at any time, determine or change the contents of the Service.
3. The Bank, where having determined or changed the contents of the Service in accordance with the provisions of the preceding Paragraph, shall notify or publicly announce such determination or change to the Customer by the method deemed appropriate by the Bank (in writing, notice on the Bank's web site, notice at the Bank's domestic branches or advertisement etc.)

<Article 2> Verification of Identity etc.

1. The Customer shall designate a personal identification number to be used to verify the identity in the Service by the method prescribed by the Bank (the "PIN For Telephone Transactions"). If the Customer applied for the use of the Service at a branch, the Customer shall designate the personal identification number designated by the

Customer as the initial PIN For Telephone Transactions. Otherwise, the Customer shall designate the personal identification number determined at random by the Bank as the initial PIN For Telephone Transactions. The Customer is requested to avoid using numbers etc. which can be easily inferred by others, such as date of birth, telephone number, same consecutive numbers, etc.

2. The Customer may change the PIN For Telephone Transactions in accordance with the method prescribed by the Bank.
3. In order for the Customer to use the specific Subject Transactions prescribed by the Bank from all the Subject Transactions available under the Service (the "Specified Subject Transaction"), verification of identity via the one-time password (password which is generated by a Security Device and which can be used only once) is required in addition to the PIN For Telephone Transactions provided for in the preceding Paragraph. In order to use a one-time password, the Customer shall accept the contents of "Section 8: Terms and Conditions for HSBC Personal Internet Banking", receive the delivery of the Security Device in accordance with such terms and conditions, and carry out, on the Internet Site, the necessary procedures prescribed by the Bank to make such device operative.
4. The Customer who has terminated the use of HSBC Personal Internet Banking may not use the Service for

the Specified Subject Transaction thereafter; provided, however, that in the case of temporary suspension of the use of HSBC Personal Internet Banking, the Customer may continue to use the Service for the Specific Subject Transaction.

5. When the Customer uses the Service, the Bank shall verify that the user of the Service is the Customer himself/herself via the PIN For Telephone Transactions, onetime password or any other method specified by the Bank (the "Telephone Identity Verification Method"). Once the Bank, upon confirming that the person is the Customer himself/herself by way of the Telephone Identity Verification Method, has executed the Subject Transaction, the Bank shall not be liable, in any way, even if such Transaction Request was made by an unauthorized third party. The Bank shall not be obliged to verify the identity of the Service user by any method other than the Telephone Identity Verification Method.
6. The Customer shall strictly manage the PIN For Telephone Transactions and the Security Device. The Customer shall not disclose the PIN For Telephone Transactions and one-time password to any third party (whether intentionally or not, at any place, and by any means, including writing down the PIN For Telephone Transactions on paper etc.); nor shall the Customer lend or transfer the Security Device to any third party.
7. The Customer shall adhere to the provisions of "Section 8: Terms and Conditions for HSBC Personal Internet Banking", Article 3, Paragraphs 2 and 4 concerning the management of the Security Device.
8. With regard to the indemnification to the Customer of the damages caused by illegal withdrawal through the Service, the provisions of "Section 8: Terms and Conditions for HSBC Personal Internet Banking", Article 8, Paragraphs 3 and 4 shall govern.

<Article 3> Transaction Request and Subject Transaction

1. Each Transaction Request in the Service shall be definite when approved by the Bank; and the Customer may not cancel or change the Transaction Request thereafter without the Bank's consent. In the event that the Bank is unable to confirm the contents of the Transaction Request

due to suspended telephone calls or any other reason, the Bank shall deem the said Transaction Request as not having been made and will not execute such transaction. In such case, the Bank shall not be liable, in any way, for the damages, losses or other expenses (whether direct or indirect) incurred as a result of the non-performance of such Transaction Request.

2. The Bank shall record the telephone conversations with the Customer, and keep such record for an appropriate period of time.
3. If any doubt arises concerning the contents etc. of the transaction related to the Service between the Customer and the Bank, the contents of the record of the Transaction Request related to the Service kept at the Bank shall be deemed as the accurate contents of such transaction.
4. The Customer's Transaction Request may not be processed on the same day of such Transaction Request due to restriction in the Bank's systems or that of business processing. In such case, the Bank shall not be liable for any delays in executing the transaction.
5. In the event that the Customer's PIN For Telephone Transactions, transaction information etc. is leaked by wire-tapping on communication channels such as public telephone lines, special telephone lines etc, the Bank shall not be liable for any damages, losses or other expenses (including indirect and incidental damages) related thereto, except where the Bank is at fault.
6. When the Customer uses the Service from outside of Japan, the Bank shall treat all such actions as conducted in Japan. The Customer may not be able to use the Service depending on the laws, systems, communication circumstances, specifications of communication equipment etc. of the country concerned. The Bank shall not be liable for the damages, losses and any other expenses incurred thereby.

<Article 4> Application of Other Provisions

1. Matters not set out in the Terms and Conditions shall be governed by other related terms and conditions.
2. In case of any discrepancy between the Terms and Conditions and other terms and conditions, the Terms and Conditions shall prevail.

Section 10 Terms and Conditions for Local Payment Transfers

The Terms and Conditions for Local Payment Transfers (hereafter in this Section, the "Terms and Conditions") provides for the Bank's handling of the local payment transfer requests or similar transfer requests made by the Customer holding the Premier Account, using a transfer request form prescribed by the Bank (the "Transfer Request Form").

<Article 1> Scope of Application

All transfer transactions made to a recipient's account held at any of the Bank's domestic branches or at the main branch or other branch in Japan of any other financial institution shall be handled in accordance with the Terms and Conditions.

<Article 2> Request for Transfers

1. Request for transfer shall be handled in the following way:
 - (i) Request for transfer over the counter shall be accepted, if it is made at domestic branches prescribed by the Bank, during the hours prescribed by the Bank and within the amount prescribed by the Bank.
 - (ii) Request for transfer via Telephone Banking Services or HSBC Personal Internet Banking shall be accepted during the hours prescribed by the Bank and within the amount prescribed by the Bank.
 - (iii) The Transfer Request Form shall be prepared in the form prescribed by the Bank, in which the name and branch name of the financial institution which is the receiving party, type of account, account number, name of the recipient, transfer amount, name of the applicant (the Customer), address and telephone number of the applicant (the Customer) and other items prescribed by the Bank must be accurately stated.
2. The Bank shall deem the items on the Transfer Request Form stated pursuant to the preceding paragraph to be the contents of the Customer's request.
3. If the Transfer Request Form is incomplete or incorrect

with regards to the requested items set forth in the preceding Paragraph, the Bank will not be responsible for any damages, losses or costs that arise therefore.

4. The transfer fund and transfer fee shall be paid at the time of request for the transfer.

<Article 3> Entering into Transfer Agreement

1. A transfer agreement is entered into when the Bank has accepted the request for transfer pursuant to the preceding Article and received the transfer fund and transfer fee.
2. If a transfer agreement is entered into in accordance with the preceding Paragraph, the Bank shall provide a copy for customer of a Transfer Request Form that contains the details of the request to the Customer. The Customer shall confirm the details of the transfer request by confirming the copy and keep the copy in a safe place as this is documentary evidence of the establishment of the transfer agreement.

<Article 4> Issuance of Notice of Transfer etc.

When a transfer agreement has been entered into, the Bank shall, pursuant to the contents of the request, issue a notice of transfer to the financial institution, which is the receiving party, on the day of the request. However, in the case of unavoidable circumstances such as when the request is made just before the close of business hours for acceptance of transfers or on a business day when there are excessive transfer requests, the notice of transfer may be issued on the business day following the date of request.

<Article 5> Transfers Using Instruments

1. The Bank, in principle, will not accept the transfer funds and transfer fees in the form of cheques and other instruments. If the Bank exceptionally accepts the transfer funds and transfer fees in form of Instruments, the following Paragraph 2 and 3 shall apply.
2. If the Instruments are dishonoured, the relevant branch of the Bank shall return them. The Customer shall, therefore, submit them to the relevant branch after affixing its name and seal impression to a receipt in the form prescribed by the Bank together with the original receipt of transfer funds or such other evidenced documents issued by the Bank ("Transfer Fund Receipt etc. "). In such case, the Bank may ask the Customer to provide personal identification documents prescribed by the Bank or to secure a guarantor.
3. If the Bank returns the Instruments after verifying, with reasonable care, that the submitted Transfer Fund Receipt etc. was delivered by the Bank, the Bank shall not be responsible for any damages caused thereby.

<Article 6> Enquiries etc. on Transaction Details

1. If the transfer amount has not been credited to the recipient's depository account, the Customer shall promptly enquire the branch of the Bank where the transfer request was made. In such case, the Bank shall take steps to investigate the matter, such as by enquiring the financial institution which is the receiving party, and report the results thereof. In accepting the Customer's enquiry, the Bank may ask the Customer to submit a request form prescribed by the Bank.
2. The Customer may be enquired by the Bank if the Bank receives an enquiry from the financial institution which is the receiving party, regarding the notice of transfer issued by the Bank. In such case, the Customer shall give a prompt response. If the Bank does not receive a response from the Customer within an appropriate time frame or if an inappropriate response is received with regards to the enquiry, the Bank may take any measure that the Bank considers appropriate, and will not be responsible for any delay in the transfer or for any resulting damage.
3. If the transferred funds are returned for reasons such as the recipient's account does not exist, the Bank shall deduct a cancellation fee from the returned funds and deposit the residual funds into the Customer's Yen Savings Account or Multi Currency Yen Savings Account from which the funds were withdrawn, without a rewinding (kumimodoshi) request from the Customer. In such case, the Bank shall not be responsible for any loss or damage incurred by the Customer and the Bank shall not return the transfer fee etc.

<Article 7> Amendments to Request

1. If the content of the request is to be amended after the transfer agreement has been entered into, the following amendment procedures shall be taken over the counter at the branch of the Bank where the request was made; provided, however, that in the case where the name or branch name of the financial institution which is the receiving party, or the transfer amount is to be amended, the rewinding (kumimodoshi) procedures set forth in Article 8, Paragraph 1 shall be taken.
 - (i) The request for amendment shall be submitted to the Bank with the amendment request form prescribed by the Bank (the "Amendment Request Form") on which the Customer's name and seal impression (or signature) shall be affixed, together with the Transfer Fund Receipt and other documents prescribed by the Bank which the Bank considers necessary. In such case, the Bank may ask the Customer to provide personal identification documents prescribed by the Bank or to secure a guarantor.
 - (ii) The Bank shall, in accordance with the Amendment Request Form, issue an amendment request telegram to the financial institution which is the receiving party.
2. With respect to the handling of the amendment described in the preceding Paragraph, the provisions of Article 5, Paragraph 3 shall apply mutatis mutandis.
3. In Paragraph 1, if the financial institution which is the

receiving party has already received the notice of transfer, the amendment may not be made. In such case, the Customer shall negotiate with the recipient.

<Article 8> Rewinding (kumimodoshi)

1. If the Customer wishes to cancel the request for transfer after the transfer agreement has been entered into, the following rewinding (kumimodoshi) procedures shall be taken over the counter at the branch of the Bank where such request was made:
 - (i) The requests for rewinding (kumimodoshi) shall be submitted to the Bank in the form prescribed by the Bank (the "Rewinding Request Form") on which the Customer's name and seal impression (or signature) shall be affixed. In such case, the Bank may ask the Customer to provide personal identification documents prescribed by the Bank or to secure a guarantor.
 - (ii) The Bank shall, in accordance with the Rewinding Request Form, issue a rewinding (kumimodoshi) request telegram to the financial institution which is the receiving party.
 - (iii) The transfer fund which has been rewound shall be refunded in accordance with the manner set forth in the Rewinding Request Form. In such case, the Bank may ask the Customer to provide personal identification documents prescribed by the Bank or to secure a guarantor.
2. In the preceding Paragraph, if the financial institution which is the receiving party has already received the notice of transfer, the rewinding (kumimodoshi) may not be made. In such case, the Customer shall negotiate with the recipient.

<Article 9> Contact Details for Notices and Enquiries

1. Notices and enquiries regarding the transaction hereof shall be made to the address and telephone number specified by the Customer at the time of request for transfer, or to the address and telephone number registered in relation to the depository account from which the transfer fund etc. is transferred.
2. The Bank shall not be responsible for any damage arising from the Bank's inability to provide a notice or make an enquiry pursuant to the preceding Paragraph due to incomplete or inaccurate contact details or interruption of telephone service etc.

<Article 10> Fees

1. When the Bank accepts a request for transfer, a transfer fee prescribed by the Bank shall be charged.
2. When the Bank accepts a request for the rewinding (kumimodoshi) or amendment of a transfer request, a rewinding (kumimodoshi) fee or amendment fee prescribed by the Bank shall be charged. In such case, the transfer fee stipulated in the preceding Paragraph shall not be refunded.
3. In the case where the Bank shall not return the transfer funds which have been rewound but the Bank shall accept the new request for transfer with such funds, the transfer fee prescribed by the Bank shall also be charged.
4. Any cost incurred due to any special request regarding the transactions hereof shall be charged separately.

<Article 11> Indemnification for Force Majeure, etc.

1. The Bank shall not be responsible for any damage (whether direct or consequential, including loss of profit or interest or otherwise) arising from the Bank's inability to transfer funds or the delay in the transfer etc. due to any of the following Items:
 - (i) Unavoidable circumstances such as natural disasters, incidents, accidents during transport, actions by a court or other governmental authorities;
 - (ii) Failures or malfunctions in terminal units, communication circuits or computers etc. in spite of the Bank or the operative body of the financial institution's cooperative system having taken appropriate security measures; or
 - (iii) Causes attributable to any financial institution other than the Bank.
2. The Bank or each HSBC Group Company will comply with all laws, regulations and requests from public and

regulatory authorities in each legal jurisdiction, with regard to money-laundering, terrorist financing, prevention of financing or services to natural or legal persons who are or who may be subject to various sanctions and, at its independent and absolute discretion, may implement measures that it considers appropriate. Neither the Bank nor any HSBC Group Company will be responsible for any loss (whether direct or consequential, including, without limitation, loss of profit or interest or otherwise) or damage incurred by the Customer or a third party arising out of any delay or failure as a result of such measure in processing the payment messages and other information and communications, or in performing any of its duties or other obligations in connection with the current account or any other account, or the provision of any services to the Customer.

3. Neither the Bank or any HSBC Group Company warrants that any information on the Bank's systems relating to any payment messages or other information and communications, which are the subject of the measures taken by the Bank or such HSBC Group Company in accordance with the preceding Paragraph, is accurate, current or up-to-date at the time it is accessed, whilst such

measures are being taken.

<Article 12> Prohibition of Transfer or Pledge

The Customer may not transfer or pledge the Customer's rights based on the Transfer Fund Receipt or the transaction hereof.

<Article 13> Application of Terms and Conditions for Deposits etc.

In the case that the Customer requests a transfer by transferring the transfer funds etc. from the depositary account, the withdrawals of deposits shall be made in accordance with the relevant terms and conditions for deposits, "Section 6: Terms and Conditions for HSBC Premier ATM Card", etc.

<Article 14> Application of Other Provisions

1. Matters not set out in the Terms and Conditions, such as changes to registered items, prohibition of transfer or pledge, cancellation, disclaimer, governing law, jurisdiction and changes to the provisions, shall be governed by "Section 1: HSBC Premier Account General Agreement"
2. In the event of any discrepancy between the "Section 1: HSBC Premier Account General Agreement" and the Terms and Conditions, the Terms and Conditions shall prevail.

Section 11 Terms and Conditions for Overseas Remittance and Demand Draft Issuance

The Terms and Conditions for Overseas Remittance and Demand Draft Issuance (hereafter in this Section, the "Terms and Conditions") provides for the Bank's handling of Overseas Remittance Transactions and other similar transactions carried out by a Customer holding a Premier Account, using an Overseas Remittance Request Form/Overseas Remittance etc. Statement (the "Overseas Remittance Request Form") prescribed by the Bank.

<Article 1> Scope of Application

The following overseas remittance transactions with the Overseas Remittance Request Form will be handled in accordance with the Terms and Conditions:

- (i) Overseas Remittance Transaction.
- (ii) Remittance in a foreign currency to the depositary account of the Bank's branches or of other financial institutions located in Japan.
- (iii) Remittance in yen between a (non-)resident and non-resident (as respectively defined in the laws and regulations concerning foreign exchange) to the recipient's depositary account maintained at the Bank's branches or that of other financial institutions located in Japan.
- (iv) Transactions that are similar to any of the above and accepted by the Bank.

<Article 2> Definitions

1. In the Terms and Conditions, "Overseas Remittance Transactions" shall mean any of the following:
 - (i) Issuance of a Payment Order to the Banks Concerned to entrust them with the depositing of a certain amount to the recipient's depositary account maintained at the head office or branches of the Bank or at financial institutions located outside Japan, pursuant to the entrustment of the Customer (Account Transfer).
 - (ii) Issuance of a Payment Order to the Banks Concerned to entrust them with the payment of a certain amount to the recipient in a foreign country, pursuant to the entrustment of the Customer (Advise and Pay/Pay on Application).
 - (iii) Issuance of a Demand Draft to the Customer, where the payer is the head office or a branch of the Bank or other financial institutions located outside Japan and the recipient is a person designated by the Customer.
2. In the Terms and Conditions, a "Payment Order" shall mean an instruction sent by the Bank to the Banks Concerned to entrust the payment of a certain amount to the recipient, pursuant to the entrustment of the Customer.
3. In the Terms and Conditions, the "Paying Bank" shall mean a financial institution which credits the funds remitted to the recipient's depositary account or pays the same to the recipient.
4. In the Terms and Conditions, the "Banks Concerned" shall mean the Paying Bank and the head office or branches of

the Bank or other financial institutions which conduct the following for remittances:

- (i) Intermediation of Payment Orders.
- (ii) Settlement of funds to be remitted between financial institutions.

<Article 3> Requests for Remittance

1. Requests for remittance shall be handled in the following way:
 - (i) Requests for remittance over the counter shall be accepted during the business hours for counter services, designated by the Bank.
 - (ii) Requests for remittance via Telephone Banking Services or HSBC Personal Internet Banking shall be accepted during the business hours designated by the Bank and within the amounts prescribed by the Bank.
 - (iii) When requesting for a remittance, the Customer shall use the Overseas Remittance Request Form prescribed by the Bank and correctly fill in the information prescribed by the Bank such as type of remittance, payment method, name of the Paying Bank, name or address of the branch, account number of the recipient, recipient's name, amount of remittance, the applicant's name, address and telephone number etc. of the applicant and section for bearer of fees from the Banks Concerned and submit with affixing the Customer's signature or name and seal impression.
 - (iv) The Bank shall execute the transactions based on the details stated in the Remittance Application Form which are deemed to be the contents of the request.
2. When receiving a request for remittance, the Bank is required to ascertain certain matters under the laws and regulations concerning foreign exchange. The Customer is, therefore, required to take the following procedures:
 - (i) Please state the purpose for remittance and fill in any other prescribed information, on the Overseas Remittance Request Form.
 - (ii) Please fill in the necessary items on the declaration form as prescribed by the Bank and submit the form to the Bank, except for cases when the funds for remittance are to be transferred from an account of the Customer whose identity has been verified by the official documents prescribed by the Bank.
 - (iii) Please submit the identity verification documents prescribed by the Bank such as a certified copy of

the residence certificate (jumin hyou) etc., except for cases when the funds for remittance are to be transferred from an account of the Customer whose identity has been verified by the official documents prescribed by the Bank.

(iv) For transactions requiring permission etc., please present or submit documents proving such permission etc.

3. When requesting for a remittance, in addition to the funds to be remitted and the fees and express (the "Remittance Funds etc."), the Customer is required to pay the Bank's remittance fees, fees for the Banks Concerned and any other fees required in connection with this transaction. The Bank will not accept the remittance funds or fees in the form of a cheque or other Instruments.

<Article 4> Conclusion and Cancellation etc. of the Remittance Entrustment Contract

1. The remittance entrustment contract shall be deemed to have been entered into when the Bank accepts the request for remittance and receives the Remittance Funds etc..
2. When the remittance entrustment contract is entered into pursuant to the preceding Paragraph, the Bank shall provide the Customer with an overseas remittance calculation statement relating to the contents of the contract and, in the case of a Demand Draft, the relevant Demand Draft as well. The Customer shall safely store the overseas remittance calculation statement as the Customer may be requested by the Bank to submit it at a later date, in case of events such as cancellation or rewinding (kumimodoshi).
3. Even after entering into the Contract pursuant to Paragraph 1, the Bank may, before issuing the Payment Order to the Banks Concerned or the Demand Draft to the Customer, cancel the Contract if the Bank considers one or more of the following to be applicable. In such case, the Bank shall not be responsible for any damages incurred by the Customer caused by such cancellation.
 - (i) The remittance is in violation of the laws and regulations concerning foreign exchange, such as when transactions etc. are subject to an emergency suspension etc.
 - (ii) A war, insurrection, or freezing of assets or suspension of payments of the Banks Concerned occurs or threatens to occur.
 - (iii) Other reasonable grounds, such as the remittance being associated with crime, including money laundering or terrorist financing, exist.
4. In the case of cancellation pursuant to the preceding Paragraph, the Bank shall return the remittance funds etc. received from the Customer. In such event, the Customer shall submit a receipt etc. prescribed by the Bank with the same name and seal (or signature) as used on the Overseas Remittance Request Form, along with the overseas remittance calculation statement as referred to in Paragraph 2. In this case, the Bank may request the Customer to submit personal identification documents prescribed by the Bank.
5. When the Bank returns the remittance funds etc. after verifying, with reasonable care, that the seal impression (or signature) used on the receipt etc. matches that which was used on the Overseas Remittance Request Form, the Bank shall not be responsible for any damages caused thereby.
6. The Bank or each HSBC Group Company will comply with all laws, regulations and requests from public and regulatory authorities in each legal jurisdiction, with regard to money laundering, terrorist financing, prevention of financing or services to natural or legal persons who are or who may be subject to various sanctions and, at its independent and absolute discretion, may implement measures that it considers appropriate. Neither the Bank nor any HSBC Group Company will be responsible for any loss (whether direct or consequential, including, without limitation, loss of profit or interest or otherwise) or any damage incurred by the Customer or a third party, arising out of any delay or failure as a result of such measure in processing the Payment Orders and other information and correspondences, or in performing any of its duties or

other obligations in connection with the current account or any other account, or the provision of any services to the Customer.

7. Neither the Bank nor any HSBC Group Company warrants that any information on the Bank's systems relating to any payment messages or other information and communications which are the subject of the measures taken by the Bank or such HSBC Group Company in accordance with the preceding Paragraph, is accurate, current, or up-to-date at the time it is accessed, whilst such measure is being taken.

<Article 5> Issuance of Payment Orders etc.

1. Upon entering into the remittance entrustment contract, unless it is terminated by the Bank pursuant to Article 4, Paragraph 3, the Bank shall, in accordance with the content of the request for remittance and without delay, issue the Payment Order to the Banks Concerned, or issue a Demand Draft to the Customer.
2. The transmission method used for a Payment Order shall be determined by the Bank as it deems appropriate. In addition, the same shall apply with respect to Banks Concerned, unless the transmission method of the Payment Order is specified by the Customer and such specification is deemed appropriate by the Bank
3. If any of the following applies, the Bank may select such Banks Concerned as the Bank deems appropriate in place of those designated by the Customer.
 - (i) The Bank acknowledges that it is not possible to comply with the designation made by the Customer.
 - (ii) If by following the Customer's instructions, there is a possibility that excessive costs will be incurred to the Customer or there will be delays in the remittance etc., and the Bank acknowledges that there are other appropriate Banks Concerned. In such case, the Bank shall promptly notify the person who requested a remittance thereof.
4. The Bank shall not be responsible for any damages caused by the handling of the preceding two (2) Paragraphs.

<Article 6> Fees and Other Expenses

1. When the Bank receives a request for remittance, the Customer is required to pay the remittance fees as prescribed by the Bank, fees for the Banks Concerned and any other fees and expenses required in connection with the transaction. In addition, the Customer may be required to pay fees and expenses relating to the Banks Concerned at a later date.
2. When the Bank receives a request for an enquiry, amendment or rewinding (kumimodoshi), the Customer is required to pay the fees and expenses prescribed by the Bank and the Banks Concerned, as set out below. In such case, the fees etc. specified in the preceding Paragraph shall not be refunded to the Customer. In addition, the Customer may be required to pay fees and expenses relating to the Banks Concerned at a later date:
 - (i) Enquiry fees.
 - (ii) Amendment fees.
 - (iii) Fees for rewinding (kumimodoshi).
 - (iv) Cable and postage fees.
 - (v) Any other fees and expenses incurred relating to the enquiry, amendment or rewinding (kumimodoshi).

<Article 7> Exchange Rates

1. When receiving a request for remittance, the Bank shall apply the foreign exchange rate determined by the Bank at the time of calculation by the Bank, if the funds to be remitted are received in a currency other than the currency to be remitted, except for the case where a forward foreign exchange contract is in place.
2. The exchange rate to be applied, in the event that the refund of the remittance funds etc., or refunds under Article 4, Paragraph 4; Article 9, Paragraph 3; and Article 11, Paragraph 1, Item 3; is made by the Bank in a currency other than the currency in which it was remitted, shall be the exchange rate determined by the Bank at the time of calculation by the Bank, except for the case where a forward foreign exchange contract is in place.

<Article 8> Currency of Payment to the Recipient

When the Customer requests a remittance to be made in the currency provided for in any of the following items, the currency of the payment to the recipient may differ from the currency originally designated by the Customer. In this case, laws and regulations, customs and practices of the relevant countries, as well as the procedures prescribed by the Banks Concerned, shall be observed in respect of the currency of payment, foreign exchange rate, fees etc.:

- (i) The currency which differs from the currency of the country in which the Paying Bank is located.
- (ii) The currency which differs from the currency of the recipient's depository account.

<Article 9> Enquiries etc. on Transaction Details

1. If there is any doubt about a remittance transaction such as when the funds remitted have not been paid to the recipient after the remittance request, the Customer shall promptly enquire the branch of the Bank where such request was made. In such case, the Bank shall take steps to investigate the matter, such as by enquiring the Banks Concerned, etc. and report the results thereof. In order to address the Customer's enquiry, the Bank may ask the Customer to submit an enquiry request form for post-overseas remittance.
2. The Customer may be enquired by the Bank on the details of the remittance request, if the Bank receives an enquiry from Banks Concerned regarding the Payment Order or Demand Draft issued by the Bank. In such case, the Customer shall give a prompt response. If the Bank does not receive a response from the Customer within an appropriate time frame or if an inappropriate response is received with regards to the enquiry, the Bank may take any measure that the Bank considers appropriate, and will not be responsible for any damage arising out of it.
3. With respect to the Payment Order or the Demand Draft issued by the Bank, in the event that a remittance cannot be made due to reasons such as refusal of the Payment Order by the Banks Concerned, the Bank shall deduct a cancellation fee from the returned funds and deposit the balance into the Customer's Yen Savings Account or Multi Currency Savings Account from which the funds for such remittance were withdrawn, without obtaining a cancellation request from the Customer. In such case, the Bank shall not be responsible for any loss or damage incurred by the Customer as a result thereof. Further, the Bank will not return the transfer fees etc. to the Customer.

<Article 10> Amendments to Request

1. If the Customer wishes to amend the contents of the request after the remittance entrustment contract has been entered into, such amendments shall be processed according to the following procedures over the counter at the branch of the Bank where such request was made. However, any amendment to the remittance amount shall be handled according to the rewinding (kumimodoshi) procedures provided for in Article 11.
 - (i) When requesting for an amendment, the Customer shall submit a request form for amendment/cancellation of overseas remittance (including foreign currency Yen clearing and account transfers) (the "Amendment Request Form") as prescribed by the Bank with the name and signature or seal which are identical to those used on the Overseas Remittance Request Form, along with the copy of the Overseas Remittance Request Form and documents as prescribed and required by the Bank. In such case, the Bank may request the Customer to submit identity verification documents as prescribed by the Bank. In addition, when a Demand Draft has been issued to the Customer, such Demand Draft shall also be submitted.
 - (ii) Upon acceptance of the amendment request, the Bank shall, without delay, implement the necessary amendment procedures such as issuing an amendment instruction in accordance with the content of the Amendment Request Form and using Banks Concerned and communication methods considered appropriate by the Bank.

2. With respect to the handling of the Amendment Request Form submitted for the amendment of the contents of the request pursuant to the preceding Paragraph, the provisions in Article 4, Paragraph 5 shall apply mutatis mutandis. The Bank shall not be responsible for any damage incurred as a result of the handling provided for in the preceding Paragraph.
3. The amendments provided for in this Article may not be handled due to reasons such as refusal to make amendments by the Banks Concerned, legal and regulatory restrictions and actions taken by the government, courts or other public authorities. If the amendment cannot be made and a rewinding (kumimodoshi) is to be processed, the rewinding (kumimodoshi) procedures provided for in Article 11 shall be implemented.

<Article 11> Rewinding (kumimodoshi)

1. If the Customer cancels the request for remittance after the Contract has been entered into, such cancellation shall be processed in accordance with the following rewinding (kumimodoshi) procedures over the counter at the branch of the Bank where such request was made:
 - (i) When requesting for a rewinding (kumimodoshi), the Customer shall submit the Amendment Request Form as prescribed by the Bank with the name and seal (or signature) identical to those used on the Overseas Remittance Request Form, along with the copy of the Overseas Remittance Request Form and documents prescribed and required by the Bank. In such case, the Bank may request the Customer to submit identity verification documents as prescribed by the Bank. In addition, when a Demand Draft has been issued to the Customer, such Demand Draft shall also be submitted.
 - (ii) Upon acceptance of the request for rewinding (kumimodoshi), the Bank shall, without delay, implement amendment procedures such as issuing an instruction for rewinding (kumimodoshi) in accordance with the contents of the Amendment Request Form and using Banks Concerned and transmission method considered appropriate by the Bank.
 - (iii) When the Bank receives a refund relating to the remittance from the Banks Concerned who have accepted the rewinding (kumimodoshi), the Bank will immediately return such amount to the Customer. In such event, the Customer shall submit a receipt as prescribed by the Bank with the name and seal (or signature) identical to those used on the Overseas Remittance Request Form. In such case, the Bank may request the Customer to submit identity verification documents as prescribed by the Bank.
2. With respect to the handling of the Amendment Request Form submitted for the rewinding (kumimodoshi) request pursuant to the preceding Paragraph and the returning of the funds, the provisions of Article 4, Paragraph 5 shall apply mutatis mutandis. The Bank shall not be responsible for any damage incurred as a result of the handling provided for in the preceding Paragraph.
3. The rewinding (kumimodoshi) provided for in this Article may not be handled due to reasons such as refusal to make amendments by the Banks Concerned, legal and regulatory restrictions, and actions taken by the government, courts or other public authorities.

<Article 12> Contact Details for Notices and Enquiries

1. Notices and enquiries to the Customer from the Bank regarding the Overseas Remittance Transactions shall be made to the address and telephone number specified on the Overseas Remittance Request Form, or to the address and telephone number registered in relation to the depository account from which the remittance funds etc. were transferred.
2. With regard to the preceding Paragraph, the Bank shall not be responsible for any damage incurred as a result of incomplete or incorrect contact details or interruption of telephone service etc.

<Article 13> Exemptions due to Disasters etc.

The Bank shall not be responsible for any of the following

damages (whether direct or consequential, including loss of profit or interest, or otherwise) suffered by the Customer and third parties:

- (i) Damage due to unavoidable circumstances such as natural disasters, incidents, wars, accidents during transport, legal and regulatory restrictions or actions by the government, courts or other public authorities;
- (ii) Damage incurred as a result of failure or malfunction in terminal units, communication circuits or computers etc. in spite of the Bank having taken appropriate security measures or of telegram disintegration, error, omission etc. caused thereby;
- (iii) Damage incurred as a result of the handling by the Banks Concerned in accordance with the customs of the countries where such Banks Concerned are located or procedures as prescribed by the Banks Concerned, or damage incurred by reasons attributable to the Banks Concerned (excluding the main office and branches of the Bank);
- (iv) Damage incurred by reasons attributable to the Customer such as discrepancies in the recipient's name etc.;
- (v) Damage incurred in connection with the message sent from the Customer to the recipient;
- (vi) Damage relating to the underlying relationship for the remittance between the Customer and the recipient or third party;

(vii) Damage incurred in relation to the exercise of the Bank's rights, in accordance with the Terms and Conditions; or

(viii) Damage incurred by reasons other than those attributable to the Bank.

<Article 14> Prohibition of Transfer or Pledge

The Customer may not assign or pledge the Customer's rights with respect to transactions under the Terms and Conditions.

<Article 15> Application of Terms and Conditions of Deposits etc.

The withdrawals, in the case that the Customer requests a remittance by transferring the remittance funds etc. from the depositary account, shall be made in accordance with "Section 1: HSBC Premier Account General Agreement" and other terms and conditions relating to the respective depositary accounts.

<Article 16> Application of Other Provisions

1. Matters which are not set out in the Terms and Conditions, such as changes to registered items, disclaimer, governing law, jurisdiction and changes in the terms and conditions, shall be governed by "Section 1: HSBC Premier Account General Agreement"
2. In the event of any discrepancy between the "HSBC Premier Account General Agreement" and the Terms and Conditions, the Terms and Conditions shall prevail.

Section 12 [deleted]

Section 13 Terms and Conditions for Auto-Debit Services

The Terms and Conditions for Auto-Debit Services (hereafter in this section, the "Terms and conditions") provides for the Bank's handling of the account transfer transactions with the Customer with the Premier Account, for the payment to a recipient company previously designated by the Customer (hereafter, the "Service").

<Article 1> Transaction Details

1. In order to use the Service, the Customer shall submit the application, in the form prescribed by the Bank, affixed with the seal or signature registered with the Bank.
2. When the Customer uses the Service, upon receipt of an invoice from the recipient company to which the Customer has requested for the Bank to effectuate the account transfers, the Bank will, without notice to the Customer, debit the amount specified in the invoice from the Customer's designated account and make a payment to such recipient company. In this case, notwithstanding the provisions in "Section 1: HSBC Premier Account General Agreement", the Customer will not be required to take the withdrawal procedures via telephone or internet, in writing, etc.

<Article 2> Handling of Insufficient Funds

If on the day of the account transfer, the amount specified in the invoice exceeds the available balance in the Customer's designated account for the debit (including the amount available under the overdraft service, if applicable), the Bank will, without notice to the Customer, return the invoice to the recipient company without executing the account transfer transaction.

<Article 3> Changes in Customer Numbers Assigned to Recipient Companies

Under the Service, no change in the customer number (or payment number etc.) agreed between the recipient company and the Customer will affect the contents of the Service, and

the Bank will continue to provide the Service in accordance with the application submitted by the Customer.

<Article 4> Cancellation

If the Customer wishes to cancel the Service, the Customer shall submit the form prescribed by the Bank. Furthermore, the Bank may deem the Service cancelled if there is adequate cause for such cancellation, such as, without such submission of the form, no invoice is received from the recipient company over a long period of time, unless the Customer notifies the Bank otherwise.

<Article 5> Indemnity Clause

The Bank bears no responsibility for any disputes that may arise in connection with the Service, except for cases where the Bank is found to be responsible. If any disagreement arises between the Customer and the Bank regarding the details of transactions, available balance, etc., such issues will be handled pursuant to the records of the Bank.

<Article 6> Application of Other Provisions

1. Matters which are not set out in the Terms and Conditions, such as changes to registered items, prohibition of transfer or pledge, cancellation, disclaimer, governing law, jurisdiction and changes to the provisions, shall be governed by the provisions prescribed in "Section 1: HSBC Premier Account General Agreement"
2. In the event of any discrepancy between "Section 1: HSBC Premier Account General Agreement" and the Terms and Conditions, the Terms and Conditions shall prevail.

Section 14 [deleted]

Section 15 [deleted]

Section 16 Terms and Conditions for Automatic Overdraft Service

The Terms and Conditions for Automatic Overdraft Service (hereafter in this Section, the "Terms and Conditions") provide for the Bank's handlings for automatic overdraft service (the "Service") available for the Customer holding the Premier Account with the Bank under the criteria prescribed by the Bank.

<Article 1> Contents of the Service

1. The Bank offers the Service with respect to the Customer's Yen Savings Account or such other account designated by the Bank (the "Overdraft Account") in accordance with the Terms and Conditions, whereby the Bank lends money that will be credited to, and withdrawn from, the Overdraft Account, upon request for withdrawal or billing for automatic payment of various fees and charges exceeding the balance of such Overdraft Account, whether with collateralizing other bank products designated by the Bank in the Premier Account or without any collateral.
2. The Service is available to the Customer who applies for it and is approved by the Bank and who is of the age between 20 and 75 years at the time of application therefor. The Service may not be made available to the Customer as a result of the examination prescribed by the Bank.
3. The Customer shall use the Service under such conditions specified by the Bank.
4. The Service is available only in Japanese Yen.
5. The available amount, the available period, the products eligible for collateral, the appraisal method of collateral, etc. will be as described in the Bank's product fact sheet.

<Article 2> Overdraft Limit Amount

1. The overdraft limit amount available for the Service shall be the amount that the Bank notifies to the Customer, regardless of the amount specified by the Customer in the application form.
2. Notwithstanding the preceding Paragraph, if the provision of collateral is required for the Service, the overdraft limit amount shall be the smaller of the amount provided for in the preceding Paragraph or the total appraisal value of the collateral; provided, however, that the total appraisal value of the collateral shall be the sum of the appraisal value of each product set forth in the following Items to be used as collateral, that will be calculated on a daily basis. The Bank shall not be obliged to notify such total appraisal value of the collateral (and the new decreased overdraft limit amount as a result of the application of the same) to the Customer.
 - (i) In the case of Japanese Yen denominated deposit: Such deposit amount multiplied by the ratio specified by the Bank;
 - (ii) In the case of foreign-currency denominated deposit: Such deposit amount converted into Yen by applying the exchange rate specified by the Bank and multiplied by the ratio specified by the Bank; and
 - (iii) In the case of products other than deposits: Amount calculated under the conditions separately specified by the Bank.

<Article 3> Collateral for Overdraft Amount

1. In the case that the collateral is required for the use of the Service, the Customer shall separately conclude a security agreement with the Bank in such form designated by the Bank and create the security interest. The Customer shall take the procedures etc. necessary for the creation of the security interest, when requested by the Bank.
2. The collateral rendered shall not be transferred, pledged or otherwise disposed of, without the consent of the Bank.
3. In case that there are more than one collaterals when the obligations under the Service shall be repaid by the collateral, the Bank may determine, by which collateral and in which order the collateral shall be liquidated, at its sole discretion.

<Article 4> Overdraft Interest Rate

1. The overdraft interest rate shall be the interest rate specified by the Bank, which shall be separately provided for in the product fact sheet. Furthermore, the overdraft interest rate may be changed responding to the changes of financial situations, and such changed overdraft interest rate after the change shall apply for the period as from the date of such change.
2. The Bank may specify the overdraft interest rate to be

applied to the overdraft amount exceeding the overdraft limit amount, which interest rate may be different from the overdraft interest rate to be applied to the overdraft amount within the overdraft limit amount.

<Article 5> Calculation and Due Date of Overdraft Interest

1. The interest shall be calculated on the unit of one (1) Yen, and shall accrue, with regard to the daily overdraft balance, at the rate of the overdraft interest rate specified in the preceding Article, on a daily pro-rata basis over a year of 365 days.
2. Unless otherwise stipulated, the overdraft interest for the preceding month (for the period from the first (1st) day to the last day of the preceding month) shall be paid on the first (1st) day of each month (or the next business day, if such day is a holiday).

<Article 6> Automatic Debit of Overdraft Interest

1. Unless otherwise stipulated, the Customer shall pay the monthly overdraft interest calculated in accordance with the provisions of Articles 4 and 5 on the due date by means of the automatic debit from the Overdraft Account.
2. The Bank shall debit the overdraft interest amount from the Overdraft Account without a withdrawal slip or a cheque, and apply the same to the repayment of the overdraft interest.
3. Notwithstanding the preceding Paragraphs, if the balance of the Overdraft Account on the due date of the monthly overdraft interest payment shall fall short of the overdraft interest amount, such deficit amount shall be integrated into the new overdraft principal amount within the limit of overdraft limit amount. For the avoidance of doubt, if the overdraft limit amount is exceeded as a result of such deficit amount, the provisions of Article 7 shall apply to such excess amount.

<Article 7> Overdraft Exceeding Overdraft Limit Amount

1. The Bank may, at its sole discretion, provide the Service beyond the overdraft limit amount, only in the cases prescribed in the following sub-paragraphs. In no event the Bank shall be obliged to provide the Service beyond the overdraft limit amount.
 - (i) In case that the balance of the Customer's Overdraft Account (including the amount available under the Service, if the Service is available) on the due date of the monthly overdraft interest payment specified by the Bank shall fall short of the amount of the overdraft interest as provided for in Article 8, Paragraph: to the extent of such deficit amount;
 - (ii) In case that the balance of the Customer's Overdraft Account (including the amount available under the Service, if the Service is available) on the contracted due date of the payment of HSBC Premier Credit Card shall fall short of the card usage amount: to the extent of such deficit amount.
 - (iii) In case that, because of the application of the total appraisal value of the collateral in accordance with Article 2, Paragraph 2, the overdraft limit amount shall be decreased and that the outstanding overdraft amount shall come to exceed the overdraft limit amount after such deduction: to the extent of such excess amount.
2. The interest rate to be applied on the overdraft amount exceeding the overdraft limit amount based on the preceding Paragraph shall be the interest rate designated by the Bank. Such interest rate may be different from the rate applicable to the overdraft amount within the overdraft limit amount.
3. The Customer shall promptly repay the overdraft amount exceeding the overdraft limit amount pursuant to this Article 7, whether or not so requested by the Bank; provided, however, that in case that the Bank requests the repayment with separately setting the due date and that the Customer fails to repay such overdraft amount by such

due date, the Bank shall thereafter treat that the Customer has defaulted in the payment obligations with regard to the whole overdraft amount (including the overdraft amount within the overdraft limit amount).

4. Regardless of the Bank's request pursuant to the proviso of the preceding Paragraph, in case that, with regard to the Service with the collateral condition, the Customer and the Bank has agreed to designate it as an automatic acceleration event that the ratio of overdraft amount to the total appraisal value of the collateral calculated in accordance with Article 2, Paragraph 2 (the "Collateral Preservation Ratio") shall exceed the certain ratio agreed between the Customer and the Bank, and if the Collateral Preservation Ratio shall come to exceed such certain ratio, then the Customer shall immediately repay the total amount of such overdraft amount (including overdraft amount within the overdraft limit amount) as well as the overdraft interest and any other obligations pertinent thereto. In such case, the Bank may collect on, cancel, or dispose of, the collateral granted by any generally accepted method, but not necessarily by the statutory method, and at the generally accepted time and price, etc., and may apply the proceeds thereof, after deducting various expenses, to the repayment of such overdraft amount and such other obligations pertinent thereto regardless of the statutory order. If there still remains any obligation after such application, the Customer shall immediately repay such remaining obligation.

<Article 8> Repayment Method of Overdraft Principal

1. The Customer who uses the Service may repay the overdraft principal at any time by crediting the amount to the Overdraft Account.
2. The funds accepted at, or transferred to, the Overdraft Account while there exists an outstanding overdraft balance under the Service (the amount of accepted instruments etc. shall be excluded from the funds, until they are settled) shall be applied to the repayment of overdraft amount automatically.
3. In case that there exists an outstanding overdraft balance under the Service, and that there is any payment of principal, interest, etc. of deposit or any payment of redemption money, interest, dividend or any other payment of the securities etc., accepted by the Bank as the collateral for the Service, then the Bank may receive such payment and credit it to the Overdraft Account to apply it to the repayment of overdraft amount, notwithstanding any other provisions between the Bank and the Customer.

<Article 9> Decrease, Suspension, and Cancellation

1. In the event that there shall be any change in the financial situations, any need for the conservation of claims or any other considerable reason, the Bank may, at any time, reduce the overdraft limit amount, suspend the overdraft, or cancel this contract.
2. In case that the Service is terminated or the overdraft is suspended, the Customer shall immediately repay the overdraft principal and interest. In addition, in case that the overdraft limit amount is reduced (excluding the cases to which the provisions of Article 7, Paragraph 1, Item 3 and Paragraph 3 are to be applied), the Customer shall immediately repay the overdraft amount exceeding the overdraft limit amount after such reduction.

<Article 10> Immediate Repayment

1. In case that any of the events prescribed in the following Items occurs to the Customer, the Customer shall, immediately without any demand from the Bank, repay to the Bank the total amount of the overdraft amount under the Service (including the overdraft amount within the overdraft limit amount) and interest thereon and all other obligations pertinent thereto:
 - (i) Suspension of payment, or filing of application for the commencement of bankruptcy proceedings, commencement of civil rehabilitation proceedings (including commencement of individual rehabilitation proceedings) or the petition for commencement of private liquidation;
 - (ii) Suspension of bank transactions (ginko torihiki teishi shobun);

- (iii) Commencement of inheritance;
 - (iv) Dispatch of the order or notice of provisional attachment (kari sashiosae), preservative attachment (hozen sashiosae) or attachment (sashiosae) on the Customer's deposit or other claims against the Bank;
 - (v) That the whereabouts of the Customer becomes unknown to the Bank due to any reason attributable to the Customer, such as failure to notify the address change, etc.; and
 - (vi) That the Collateral Preservation Ratio exceeds the certain ratio agreed between the Customer and the Bank with regard to the overdraft amount under the Service with collateral condition; provided, however, that this Item shall apply only to such overdraft amount, and the Customer shall not be required to pay immediately under this Item for other obligations pertinent to the overdraft amount to which this Item does not apply.
2. In any of the following cases, the Customer shall, immediately upon demand from the Bank, repay to the Bank the total amount of overdraft amount under this Service (including the overdraft amount within the overdraft limit amount) and the interest thereon and all other obligations pertinent thereto:
 - (i) Delay in repayment of obligations, even partially, that the Customer owes to the Bank;
 - (ii) Commencement of attachment or auction procedures regarding the collaterals;
 - (iii) Violation by the Customer of the transactional agreement with the Bank; and
 - (iv) Occurrence of any considerable cause which requires the conservation of claims, other than the cases set forth in the preceding Items.

<Article 11> Delayed Charges

The Customer who delays the repayment of the principal of overdraft amount shall pay the delayed charges calculated at 14.6% per annum (on a daily pro-rata basis over a year of 365 days); provided, however, that in any event, the Customer shall not be required to pay the portion which shall be in excess of the statutory interest rate limitation. If the Bank shall have received such excess interest, the Bank shall return the same to the Customer without delay.

<Article 12> Set-off Calculation etc.

1. In the event that the Customer shall perform the obligations under the Service, the Bank may take the procedures as follows:
 - (i) With regard to the time deposit or the Structured Deposit, which is offered as collateral as specified in Article 3, the Bank may terminate the same, even before its maturity date and without any prior notice, and set off the proceeds (or the remaining amount of the proceeds after deducting various expenses, if such expenses are needed for termination of such time deposit) against the overdraft principal and interest, etc. or may apply the same to the repayment of obligations. For the procedures of termination of time deposit or Structured Deposit before its maturity date in such case, the provisions of "Section 4: Terms and Conditions for Time Deposit Account" or "Section 5: Terms and Conditions for Structured Time Deposit Account" shall be applied, mutatis mutandis;
 - (ii) With regard to any collateral other than time deposit, the Bank may dispose of the same by generally accepted method and at generally accepted time and price, without prior notice to the Customer, and apply to the repayment of obligations the remaining amount of the proceeds after deducting various expenses; and
 - (iii) If there still exists a remaining obligation after the procedures in Items (i) and (ii), the Customer shall repay it immediately.
2. In case that the Bank effectuates the set-off or the application to repayment pursuant to the preceding Paragraph, the calculation period of interest and damages pertinent to the claims and obligations shall be made to the date of calculation.

<Article 13> Report of Financial Standing

1. The Customer shall represent and warrant that the information concerning the financial standing of the Customer that the Customer notified to the Bank for the Service shall be accurate and that there shall be no such fact which may lead to misunderstandings.
2. If any material event that may adversely impact the Customer's financial standing occurs in future, the Customer shall immediately inform the Bank thereof.
3. The Customer shall reply to the inquiries from the Bank concerning the financial standing accurately and without delay.

<Article 14> Registration and Utilisation of Personal Credit Information Bureau

1. For the investigation of the Customer's ability to pay, the Bank may make reference to the personal credit information bureaus of which the Bank is a member (the "Affiliated Credit Information Bureaus") and other personal credit information bureaus that the Affiliated Credit Information Bureaus are in alliance with (the "Allied Credit Information Bureaus"), and if the Customer's personal information (including official gazette information etc.) is registered, the Bank may utilise such information, pursuant to the provisions of Article 13-6-6 of the Enforcement Ordinance of the Banking Law, only for the investigation purposes on the ability to pay.
2. The Customer shall agree that the personal information based on the objective transactional facts under the Service will be registered with the Affiliated Credit Information Bureaus for the period specified in the table of Paragraph 3, and that such information will be utilized by the members of the Affiliated Credit Information Bureaus or of the Allied Credit Information Bureaus for the investigation of the Customer's ability to pay. The Customer shall not object to such utilization.
3. The name, address, telephone number, etc. of the Affiliated Credit Information Bureaus, the information to be registered therewith and the period of such registration are as follows:
 - (i) Affiliated Credit Information Bureaus:
 - Personal Credit Information Center (kojin shinyoujouhou center) of Japanese Bankers Association
1-3-1 Marunouchi Chiyoda-ku Tokyo 100-8216
<http://www.zenginkyo.or.jp/pcic/index.html>
Phone: 03-3214-5020
 - Japan Credit Information Reference Center Corp. ("JICC")
Kanda Shinko Building2-1 Kanda Tacho, Chiyoda-ku, Tokyo 101-0046
<http://www.jicc.co.jp>
Phone: 0120-441-481
 - Credit Information Center Corp. ("CIC")
First West Bldg., 15th Floor, 1-23-7, Nishi-Shinjuku, Shinjuku-ku, Tokyo 160-8375
<http://www.cic.co.jp>
Phone: 0120-810-414
 - (ii) Credit information bureau allied with the personal credit information bureaus above:
CIC, KSC and JICC above are affiliated.
 - (iii) Registered information and registration period:

Registered Information	Registration Period
Personal information such as name, date of birth, sex, address (including the record of failure of mail delivery to the person), telephone number, place of employment, etc.	For the period during which any of the following information is registered.
Contents of the contract, such as the loan amount, borrowing date, the final repayment date, etc. and repayment status (including the facts of arrears, payment by subrogation, compulsory recovery procedures, cancellation, complete repayment, etc.)	During the period of contract and for the period not exceeding five (5) years from the expiry date of the contract (or the date of complete repayment, if not completely repaid).
Date on which the Bank utilizes the personal credit information bureau, the contents of this contract or its application, etc.	For the period not exceeding one (1) year from the date of such utilization.
Information on dishonor	For the period not exceeding six (6) months from the occurrence of the first (1st) dishonor, and for the period not exceeding five (5) years from the date of suspension of bank transaction for the suspension of bank transaction.
Official Gazette information	For the period not exceeding ten (10) years from the date of decision of commencement of bankruptcy proceedings etc.
The fact that a complaint is made concerning the registered information and that it is under investigation	For the period of such investigation.
Information reported by the person about the loss, theft, etc. of personal identity verification document	
	For the period not exceeding five (5) years from the date on which the report is filed from the person.

4. The Customer shall agree that the Affiliated Credit Information Bureaus and the members of such bureaus will provide and utilise the personal information reciprocally to the extent necessary for the protection and appropriate utilization of the personal information at the Affiliated Credit Information Bureaus including, but not limited to, maintenance of accuracy and newness, processing of complaints, monitoring of such members' compliance status with the regulations. The Customer shall not object to such utilization. For the avoidance of doubt, the registered information utilized by the members of the Allied Credit Information Bureaus shall be the "fact of delay in repayment of obligations"

<Article 15> Application etc. of Other Provisions

1. Matters not provided for in the Terms and Conditions, such as change to registered items, prohibition of transfer and pledge, cancellation, disclaimer, governing law, jurisdiction, amendment of provisions, shall be governed by "Section 1: HSBC Premier Account General Agreement"
2. In case of any discrepancy between "Section 1: HSBC Premier Account General Agreement" and the Terms and Conditions, the Terms and Conditions shall prevail.

Section 17 Terms and Conditions for Automatic Remittance Service

The Terms and Conditions for Automatic Remittance Service (hereafter in this Section, the "Terms and Conditions") provide for the Bank's handlings for the automatic remittance service (the "Service") for the Customer holding the Premier Account with the Bank.

<Article 1> Application and Contents of the Service

1. In order to start the use of the Service, the Customer shall complete the necessary items in the automatic remittance service application form prescribed by the Bank and submit it to the Bank with affixing the seal (or signature) registered with the Bank.
2. The Service is the service under which the Bank will repeatedly and automatically execute the transaction provided for in any of the following Items (the "Transaction") for the Customer's Yen Savings Account or Multi Currency Savings Account (the "Designated Transaction Account") in accordance with the conditions described in the automatic remittance service application form:
 - (i) Automatic remittance service (To Other Banks in Japan) Yen-denominated local remittance transaction to the recipient's deposit account with the head office or a branch of any domestic financial institution other than the Bank, which is effected by debiting the funds to the Designated Transaction Account (limited only to Yen-denominated account), in accordance with the conditions described in the form designated by the Bank for Yen-denominated automatic remittance service for the remittance to other banks in Japan.
 - (ii) Automatic remittance service (Overseas Remittance) Yen-denominated or foreign-currency-denominated overseas remittance transaction to the recipient's deposit account with the head office or any overseas branch of the Bank or with the overseas head office or any branch of any financial institution other than the Bank, which is effected by debiting the funds to the Designated Transaction Account, in accordance with the conditions described in the form designated by the Bank for overseas automatic remittance service.
 - (iii) Automatic Remittance Service (Transfer within HSBC) Yen-denominated local transfer transaction between the deposit accounts within the Customer's Premier Account, or to the recipient's deposit account with a branch of the Bank in Japan, which is effected by debiting the funds to the Designated Transaction Account, in accordance with the conditions described in the form designated by the Bank for automatic remittance service for the transfer within HSBC.
3. The maximum number of transactions of the Service to be effective at certain time shall be as specified by the Bank.
4. For the request for overseas remittance using the Service, the confirmation process stipulated by the foreign exchange related laws and regulations as provided for in Article 3 of "Section 11: Terms and Conditions for Overseas Remittance and Demand Draft Issuance" shall be performed.

<Article 2> Commencement of the Service

The date designated by the Customer on the automatic remittance service application form shall be the commencement date of the Service related to such application.

<Article 3> Selection of Condition for Termination of the Service

When applying for transactions under the Service, the Customer shall select one of the followings as the condition for termination of the Service in connection with such application:

- (i) Arrival of the last transaction processing date or the expiry date of the transaction, as designated by the Customer;
- (ii) Completion of certain number of times of the transactions under the Service, as designated by the Customer (note that it will be counted as one transaction even if it is not successfully completed on the designated processing date for the reasons of short balance, non-existence of recipient's account, etc.); or
- (iii) Termination of the Service upon request by the Customer.

<Article 4> Designated Contents of Request for the Service

1. In applying for the Service, the Customer shall designate one of the several types of the remittance style separately designated by the Bank.
2. The Service shall be executed in accordance with the conditions set forth for each style and at the time specified for each style, for the period from the starting date as provided for in Article 2, through the termination as provided for in Article 3, of the service pertinent to the application for such Service.
3. In case that the frequency of execution of the Service is designated as "every business day", "every week", "every two weeks", "every month", "every quarter", "every half year" or "every year", the transaction processing date of such transaction pertinent to the Service shall be as follows:
 - (i) If "every business day" is designated: every business day;
 - (ii) If "every week" is designated: designated day of the week in every week;
 - (iii) If "every two weeks" is designated: designated day of the week in every two weeks;
 - (iv) If "every month" is designated: designated calendar date of every month;
 - (v) If "every quarter" is designated: designated calendar date of every three months;
 - (vi) If "every half year" is designated: designated calendar date of every six months; and
 - (vii) If "every year" is designated: designated calendar date of every year. However, if the date which is otherwise designated as the transaction processing date shall fall on a non-business day, the immediately following business day shall be the transaction processing date. Further, in case that the frequency of execution from "every month" to "every year" is designated, if the designated calendar date shall not exist in the corresponding month, then the transaction processing date shall be the last business day of such corresponding month.

<Article 5> Procedures for More than One Transaction

When applying for the use of the Service, the Customer shall prioritise the transactions under the Service by giving each transaction a number from 01 through 99 without duplication. When more than one Transaction under the Services shall be processed concurrently, the Transactions shall be executed in the order of such number from the smallest number.

<Article 6> Foreign Exchange Rate etc.

In case that a foreign currency is converted into Japanese Yen or Japanese Yen is converted into a foreign currency for remittance under the Service, the exchange rate to be applied shall be determined in accordance with the provision of Article 15 of "Section 1: HSBC Premier Account General Agreement".

<Article 7> Fees

1. The Customer shall separately pay the fees prescribed by the Bank for setting, cancellation and change of the Service.
2. Upon the execution of each Transaction under the Service, the Customer shall separately pay the remittance fee prescribed by the Bank. The remittance fee will not be refunded to the Customer even if the specific Transaction under the Service has not been executed due to non-existence of the recipient's account.
3. The fees set forth in the preceding two (2) Paragraphs shall be automatically debited to the account designated at the time of application for the Service (the "Fee Account").

<Article 8> Procedures in case of Short Balance

1. In case that, as at the time of execution of the Transaction, the remittance amount exceeds the available balance (including available amount from the automatic overdraft service, if any) of the Designated Transaction Account or the amount of the remittance fee exceeds the available balance of the Fee Account, the Bank will not execute such Transaction.

2. In case that more than one Transaction shall be executed at the same time in the same Designated Transaction Account, and that the available balance of such Designated Transaction Account shall fall short of the total remittance amount of such Transactions, the Bank shall execute the Transaction with the highest priority among those which can be executed within the limit of such available balance; and thereafter, the Bank shall repeat this procedure until there remains no transaction which can be executed.
3. The Bank will not execute the Transaction which previously is not executed due to short balance on a certain transaction processing date, even if the available balance of the Designated Transaction Account or that of the Fee Account reaches the amount necessary for such Transaction; provided, however, that the Bank shall determine the possibility of executing the Transaction on the next transaction processing date after such certain transaction processing date.
4. The Bank shall not be liable for any damages, losses or other expenses incurred by the Customer, the recipient or any other third party under the procedures set forth in this Article.

<Article 9> Cancellation of Remittance

In case that the remittance fund is returned for the reason of non-existence of the recipient's account etc., the Bank will refund such returned amount after deducting the cancellation fee prescribed by the Bank by crediting such amount to the Designated Transaction Account relating to the Transaction, without any request for rewinding (kumimodoshi) from the Customer. The Bank shall not be liable for any damages, losses or any other expenses incurred by the Customer, the recipient or any other third party under such procedure. Further, the Bank shall not return the remittance fee etc to the Customer.

<Article 10> Suspension, Change, etc. of Remittance

In the event that the Customer shall suspend the Transaction or change any of the designated items, the Customer shall file an application with the Bank by the deadline specified by the Bank and follow the procedures prescribed by the Bank. The Bank will not be responsible for such suspension or change of the Transaction, if such application from the Customer shall not have been delivered to the Bank by the deadline specified by the Bank.

<Article 11> Termination

1. The specific Service shall terminate upon the arrival of the final transaction processing date or the expiration date designated by the Customer in the automatic remittance service application form related to such Service, upon the completion of the Transaction for the number of times designated by the Customer (the Transaction which was not executed due to short balance, non-existence of the recipient's account or any of other reasons will be counted as one transaction) or upon the request for termination of the Service by the Customer.

2. Notwithstanding the preceding paragraph, the Customer may terminate the specific Service at the cancellation date that the Customer notifies by a form designated by the Bank before the deadline designated by the Bank.
3. In the event of cancellation of the Designated Transaction Account, all the Services relating to such Designated Transaction Account shall be deemed cancelled concurrently.
4. In case that the status of impossibility to process the individual Transaction continues for a period specified by the Bank due to short balance of the Designated Transaction Account, non-existence of the recipient's account or any other reason, the Bank may terminate the Service in connection with such Transaction.
5. The Bank may terminate all the Services without giving prior notice etc. to the Customer in case any of the events prescribed in the following Items shall occur to the Customer:
 - (i) Suspension or payment, or filing of the application for commencement of bankruptcy proceedings, commencement of civil rehabilitation proceedings (including commencement of individual rehabilitation proceedings) or the petition for commencement of private liquidation;
 - (ii) Commencement of inheritance;
 - (iii) Dispatch of the order or notice of provisional attachment (kari sahisosae), preservative attachment (hozen sahisosae) or attachment (sahisosae) on the Customer's deposit or other claims against the Bank;
 - (iv) That the whereabouts of the Customer becomes unknown to the Bank due to a reason attributable to the Customer, such as failure to notify the address change etc.;
 - (v) Delay in repayment of obligations, even partially, that the Customer owes to the Bank;
 - (vi) Commencement of attachment or auction procedures regarding the collateral granted to the Bank by the Customer;
 - (vi) Violation by the Customer of the transactional agreement with the Bank; or
 - (vii) Occurrence of any considerable cause which requires the conservation of claims, other than the cases forest forth in the preceding Items

<Article 12> Application of Other Provisions

1. Matters not provided for in the Terms and Conditions, such as change to registered items, prohibition of transfer and pledge, cancellation, disclaimer, governing law, jurisdiction, amendment of provisions, shall be governed by "Section 1: HSBC Premier Account General Agreement".
2. In case of any discrepancy between "Section 1: HSBC Premier Account General Agreement" and the Terms and Conditions, the Terms and Conditions shall prevail.
3. With regard to the Service, in case of any discrepancy between the conditions set forth for each style as prescribed under Article 4, Paragraph 2 and the Terms and Conditions, such conditions for each style shall prevail.

Section 18 Terms and Conditions for Integrated Investment Trust Account

The Terms and Conditions for Integrated Investment Trust Account (hereunder in this Section, the "Terms and Conditions") provide for the Bank's handling of transactions (the Transactions") made by the Customer holding the Premier Account with the Bank, relating to the beneficiary right or beneficiary certificate of an investment trust or of a foreign investment trust, and the investment security, investment corporate bond or foreign investment security of an investment company or of a foreign investment company (the "Investment Trust Beneficiary Certificate etc.").

Part 1 General Rules

<Article 1> Application

1. The Terms and Conditions shall apply, in addition to "Section 1: HSBC Premier Account General Agreement", to the Transaction with the Bank,
2. The provisions of Section 19 shall apply, mutatis mutandis, to the transaction of foreign investment trust and investment security, investment corporate bond or foreign investment security of a foreign investment company with the Bank.
3. The provisions of Section 20 shall apply, mutatis mutandis, to the transaction of Investment Trust Beneficiary Certificate etc. through the Specified Account.
4. In addition to the above, for some products or transaction types, clauses (yakkan) may be delivered to the Customer, or the Customer may be required to submit a letter of consent. The Customer shall confirm the contents thereof.
5. Matters not set out in the Terms and Conditions, such as change in registered items, disclaimer, governing law, jurisdiction, change of provisions, etc. shall be governed by "Section 1: HSBC Premier Account General Agreement".

In the event of any discrepancy between any provision of "Section 1 HSBC Premier Account General Agreement" and any provision of the Terms and Conditions, the provision of the Terms and Conditions shall prevail.

6. In the event of any discrepancy between any provision of the Terms and Conditions and any provision of the respective terms and conditions mentioned in Paragraph 2 or 3, the provision of such terms and conditions shall prevail.

<Article 2> Delivery of Prospectus etc.

The Bank shall deliver the prospectus and supplementary document thereof (collectively, the "Prospectus etc.") to the Customer who acquires the Investment Trust Beneficiary Certificate etc. based on the Transaction. The Customer is requested to carefully read and fully understand the contents of the Terms and Conditions and those documents, and to enter into the Transaction under his/her own judgment and responsibility.

<Article 3> Opening of Account

1. The Customer shall open an account (the "Integrated Investment Trust Account") by the application form prescribed by the Bank to effect the Transactions. The Integrated Investment Trust Account contains the Accumulated Investment Account for Accumulated Investment as provided for in Part 2 and the general account not intended for the Accumulated Investment, the account for safe custody as provided for in Part 3 and the Transfer Settlement Account as provided for in Part 4.
2. For the application pursuant to the preceding Paragraph, the customer shall present the personal identification documents as prescribed by the Bank. If the Bank cannot confirm the address and the name with such a personal identification documents in the case where the presentation of such personal identification documents is required, the Bank may decline the Transaction.
3. Where the Bank approves the application for opening of the Integrated Investment Trust Account under Paragraph 1, the integrated investment trust transaction contact is established between the Customer and the Bank based on the contents provided for in the Terms and Conditions. With the establishment of the integrated investment trust transaction contract, the Bank shall open the Integrated Investment Trust Account, through which the Customer can execute the Transactions.

<Article 4> Non-residents, etc.

A Customer who is a non-resident or who has registered an address outside of Japan to the Bank cannot effect the Transactions. The Customer who becomes a non-resident or who changes the address to outside of Japan after having opened the Integrated Investment Trust Account may be restrained from effecting transactions through the Integrated Investment Trust Account, in such way that the purchase, cancellation, etc. of Investment Trust Beneficiary Certificate etc. may not be effected at the Bank.

<Article 5> Employee of Member Company or Special Member Company of Japan Securities Dealers Association

Transactions between the Bank and an employee of a member company (including special member company) of Japan Securities Dealers Association shall be subject to the Association's regulations concerning the employees. The Customer who becomes an employee of a member company of the said Association after the opening of the Integrated Investment Trust Account shall notify the Bank of it without delay.

<Article 6> Fees

Application fee, etc. concerning the Transactions shall be separately specified by the Bank.

<Article 7> Designation of Settlement Account

The account (the "Designated Deposit Account") to be used for credit of cancellation proceeds, redemption money, distribution of revenues, etc. (the "Redemption Money etc.") and for debit, etc. of purchase price, fees consumption tax, etc. related to the Transactions shall be the Yen Savings Account for funds denominated in Yen, and the Multi Currency Savings Account for funds denominated in a foreign-currency, both in the Customer's name.

<Article 8> Orders etc.

1. The Bank shall, to the extent possible, follow the instructions of the Customer given in advance, concerning the types of sale and purchase transactions, the methods of effecting the transactions, etc.
2. Purchase and cancellation by the customer shall be commissioned transactions to the Bank, while buying (including buying-back; the same shall apply hereafter) shall be transactions between the Customer and the Bank.
3. The Customer shall place orders, etc. (which term means a purchaser order provided for in the subsequent Article, a cancellation order provided for in Article 10, and a buying application provided for in Article 11. The same shall apply hereinafter.) with the Bank during the hours specified by the Bank. The Bank may suspend receiving orders, etc. based on the judgment of the management companies, clearing association members (daikou kyokai-in), etc.
4. In placing orders, etc. with the Bank, the Customer shall clearly specify the items necessary for execution of orders, etc. including whether it is a sale or a purchase, whether it is a cancellation or a buying, type of sale/purchase, issue, volume, whether it is a custody in the Specified Account or in the General Account, whether it is an ordinary investment or an accumulating investment, etc. on the form prescribed by the Bank and shall submit it to the Bank. If these items are not clearly specified, the Bank may not execute the orders, etc.
5. The Bank may suspend to receive orders, etc. in the event of suspension of trade at a financial instruments exchange, suspension of foreign exchange trading or any other unavoidable circumstance.
6. The Bank will not handle transfer of Investment Trust Beneficiary Certificate etc. to the customer's Integrated Investment Trust Account from the financial institutions other than those approved by the Bank, and that from the Customer's Integrated Investment Trust Account to the financial institutions other than those approved by the Bank.

<Article 9> Purchase Order

1. The Bank will mediate the Customer's purchase order and, by the method described in the Prospectus etc. (or by the method specified by the Bank for the matters not described in the Prospectus etc.), purchase the Investment Trust Beneficiary Certificate etc. without delay. The minimum purchase unit shall be as specified by the Bank.
2. When the Customer places the purchase order, the purchase price etc. (including fees and various expenses pertinent to the purchase) shall be settled, in accordance with the description of the Prospectus etc., in either of the following methods:
 - (i) Method of debiting the purchase price etc. from the Designated Deposit Account on the day on which the purchase order was received; or
 - (ii) Method of reserving the purchase price etc. in the Designated Deposit Account and debiting the same on the settlement date specified by the Bank. For the avoidance of doubt, such purchase price etc. may not be withdrawn for other purposes, unless the Customer cancels such purchase order.

<Article 10> Cancellation Order and Switch-over

1. The Bank will mediate the Customer's cancellation order, which order shall take effect when the trust contract etc. pertinent to such cancellation order is cancelled. In case that the Bank receives the cancellation proceeds, the Bank shall deduct the fees and various expenses (including taxes and other public charges, where applicable) pertinent to the cancellation as prescribed by the Bank from the cancellation proceeds and shall credit the remaining amount to the Designated Deposit Account.
2. The purchase order of other Investment Trust Beneficiary Certificate etc. placed at the time of cancellation order shall be handled as follows:
 - (i) At the same time as the cancellation order pursuant to this Article, the Customer may place a purchase order of the Investment Trust Beneficiary Certificate etc. other than the one pertinent to such cancellation, by using all or a part of the cancellation proceeds pertinent to such cancellation as the resource of

the purchase price (the “switch-over”). However, a switch-over shall be allowed only for the Investment Trust Beneficiary Certificate etc. separately approved by the Bank; and

- (ii) The minimum purchase unit of the Investment Trust Beneficiary Certificate etc. for which purchase order is placed by switch-over shall be as specified by the Bank. In the event that the cancellation proceeds drop below the amount necessary for purchase of the minimum purchase unit due to the changes of circumstances after the application for switch-over, the Bank will not execute the purchase transaction of the Investment Trust Beneficiary Certificate etc., but deduct the fees and various expenses as prescribed by the Bank from the cancellation proceeds, and credit the remaining amount to the Designated Deposit Account.

<Article 11> Application for Buying

1. The Bank shall receive application for buying of Investment Trust Beneficiary Certificate etc. based on the conditions specified by the Bank.
2. When the Bank receives and approves the application for buying based on the preceding Paragraph, the Bank shall deduct the fees and various expenses prescribed by the Bank from the amount equal to the unit amount for buying based on the standards provided for in the Prospectus etc. pertinent to the relevant Investment Trust Beneficiary Certificate etc. multiplied by the number of units to buy, and credit the remaining amount to the Designated Deposit Account.

<Article 12> Cancellation Order and Application for Buying during the Closed Period

Notwithstanding the provisions of preceding two (2) Articles, the Bank accepts cancellation order and application for buying during the closed period only where the case falls under any of the following circumstances:

- (i) When an inheritance of the Customer occurred;
- (ii) When the substantial part of the Customer’s properties is lost due to natural disaster or any other force majeure;
- (iii) When the Customer has become subject to the decision of commencement of bankruptcy proceedings, etc.
- (iv) When the Customer is unable to maintain his/her livelihood due to sickness; or
- (v) When the Bank acknowledges the existence of any other similar circumstance as above.

<Article 13> Redemption Money etc.

1. The Bank shall receive the Redemption Money etc. pertinent to the Investment Trust Beneficiary Certificate etc. on behalf of the customer and shall credit it to the Customer’s Designated Deposit Account or shall reinvest it in accordance with the provisions of Part 2.
2. In the procedures of the preceding Paragraph, the fees, taxes and other public charges, various expenses, etc. that the Bank pays to the third party pursuant to various laws and regulations, various customs, etc. shall be borne by the Customer, and the Bank shall deduct them from the Redemption Money etc.

<Article 14> Transaction Report etc.

Where the Transaction is established, the Bank shall send the transaction report by mail to the Customer’s registered address. Further, the Bank shall periodically send the trade balance report describing the status of Transactions as well as the document reporting cancellation etc. of trust contract related to investment trust, if any, respectively by mail (the documents sent under this Article collectively, the “Transaction Report etc.”) If the Transaction Report etc. does not arrive after a period usually required for mail, or if there is any doubt about the contents described in the Transaction Report etc., the Customer shall contact the Bank’s domestic branch where the transaction was made. If there is no communication from the Customer within the period specified in the respective Transaction Report etc., the Bank shall deem that the Customer has approved the contents.

<Article 15> Cancellation etc.

1. The Customer may, at any time, cancel the Integrated Investment Trust Account by submitting the form prescribed by the Bank.
2. If the Customer falls under any of the cases in the following Items, the Bank may cancel the Integrated Investment Trust Account:
 - (i) When the Bank recognises that the Customer made a false registration about the matters to be registered etc. concerning the Integrated Investment Trust Account;
 - (ii) When the Customer’s Premier Account is cancelled;
 - (iii) When there is any reasonable cause in light of laws and regulations, etc. such as that there is no balance in the Integrated Investment Trust Account for a considerable period of time; or
 - (iv) When there exists any other unavoidable circumstance.

<Article 16> US Residents (US Citizens or Residents in US) and Green Card Holders

US residents under the US Federal Tax Code (US citizens or residents in US) and US Green Card holders may not open the Integrated Investment Trust Account. When the Customer becomes a US resident under the US Federal Tax Code or obtains the US Green Card after opening the Integrated Investment Trust Account, the Customer shall report it without delay, since there may be cases where the Customer may not maintain such Integrated Investment Trust Account and may be required to sell or otherwise dispose of the Investment Trust Beneficiary Certificate etc. in the Customer’s possession.

Part 2 Clauses for Accumulated Investment

<Article 17> Purpose of this Part

The Clauses for Accumulated Investment provide for the Bank’s handlings related to the Customer’s accumulated investment in Investment Trust Beneficiary Certificate etc. (the “Accumulated Investment”) under the integrated investment trust transaction contract.

<Article 18> Accumulated Investment Contract

1. To effect the Accumulated Investment stipulated in this Part, the Customer, in addition to the integrated investment trust transaction contract stipulated in Article 3, Paragraph 3, shall enter into an individual Accumulated Investment contract (hereunder in this Part, the “Individual Contract”) with the Bank for each Accumulated Investment course (the “Accumulated Investment Account”) specified by the Bank 2. Conclusion of the Individual Contract based on the preceding Paragraph shall be applied for with the form specified by the Bank.

<Article 19> Re-investment of Return etc.

The Bank shall credit the Redemption Money etc. pertinent to the Accumulated Investment to such Accumulated Investment Account, and by appropriating it for payment of amount equivalent to the purchase price etc., the Bank shall execute the purchase transaction of the Investment Trust Beneficiary Certificate etc. without delay.

<Article 20> Custody of Investment Trust Beneficiary Certificate etc.

1. The Investment Trust Beneficiary Certificate etc. purchased through Accumulated Investment will be kept in commingle custody with those of the same issue under any other custody contract.
2. The Bank may charge custody fee of the Investment Trust Beneficiary Certificate etc. pertinent to such custody.
3. The Bank may gather the Investment Trust Beneficiary Certificate etc. pertinent to the Accumulated Investment into certificate of a large face amount for the purposes of custody.
4. The Bank shall deem that the Customer has agreed to the following items concerning the Investment Trust Beneficiary Certificate etc. placed in commingle custody pursuant to the provisions of Paragraph 1:
 - (i) The Customer shall have joint ownership or quasi-joint ownership over the Investment Trust Beneficiary Certificate etc. of the same issue as the issue of the deposited Investment Trust Beneficiary Certificate

etc. in proportion to the number or amount of the deposited Investment Trust Beneficiary Certificate etc.; and

- (ii) In newly depositing the Investment Trust Beneficiary Certificate etc. or in receiving the return of the deposited Investment Trust Beneficiary Certificate etc., the Customer shall not need to consult other customers who deposit the Investment Trust Beneficiary Certificate etc. of the same issue, concerning the deposit or return of such Investment Trust Beneficiary Certificate etc.

- 5. The Bank may deposit the Investment Trust Beneficiary Certificate etc. pertinent to Accumulated Investment with depository transfer organisation etc. and have it store the same based on the laws, regulations, etc.

<Article 21> Return of Investment Trust Beneficiary Certificate etc. or Money

- 1. The Bank, when requested for return of the Investment Trust Beneficiary Certificate etc. or money in custody based on this Part, shall return it as provided for in this Article; provided, however, that in the event that the Bank cannot return in the form of Investment Trust Beneficiary Certificate etc., the Bank shall liquidate such Investment Trust Beneficiary Certificate etc. at such time, by such method and at such price as described in the Prospectus etc. pertinent to such Investment Trust Beneficiary Certificate etc. and deliver the amount of money, after deduction of the prescribed fees, various fees, etc., as substitute for the return, and the Customer shall hereby agree to the foregoing in advance.
- 2. The request prescribed in the preceding Paragraph shall be done in accordance with the procedures prescribed by the Bank, and the Bank shall return the Investment Trust Beneficiary Certificate etc. or money pertinent to such request at the branch which handles the transaction, in exchange for the receipt prescribed by the Bank with the Customer's registered seal (or signature).
- 3. The provisions of Article 12 shall apply mutatis mutandis to the procedures of the preceding two (2) Paragraphs during the closed period of the Accumulated Investment Account with a closed period.
- 4. The Bank shall apply the return money in case of the Customer's instruction of switch-over to the payment for the designated Accumulated Investment Account, without paying it to the Customer.
- 5. When the Customer applies for cancellation of purchase, the Bank shall return the outstanding balance with the Accumulated Investment Account at the time of such application similarly with the procedures as specified in paragraph 2.

<Article 22> Others

- 1. The Bank will not pay interest on the money received under this Part.
- 2. Matters not set out in this Part such as the initial payment amount, time of purchase, number of units to purchase, method of re-investment, return price, etc. shall be governed by the provisions of Prospectus etc. of each Accumulated Investment Account.

Part 3 Clauses for Safe Custody of Investment Trust Beneficiary Certificate etc.

<Article 23> Purpose of this Part

The Clauses for Safe Custody of Investment Trust Beneficiary Certificate etc. provide for the Bank's handlings pertinent to safe custody of Investment Trust Beneficiary Certificate etc. based on the integrated investment trust transaction contact.

<Article 24> Scope of Securities for Safe Custody

- 1. The Bank shall accept the custody of the following securities as provided for in Article 2, paragraph 1, Items 10 and 11 of the Financial Instruments and Exchange Law:
 - (i) Beneficiary certificate of investment trust;
 - (ii) Investment security; and
 - (iii) Investment corporate bond.
- 2. Notwithstanding the preceding Paragraph, the Bank may decline the safe custody of Investment Trust Beneficiary Certificate etc., where there exists any adequate cause.

- 3. The Investment Trust Beneficiary Certificate etc. kept in custody pursuant to this Part shall be hereinafter referred to as "Securities in Safe Custody".

<Article 25> Deposit Method and Place of Securities in Safe Custody

The Bank shall keep the Securities in Safe Custody pursuant to the provisions concerning the segregated custody of customer's assets as provided for in Article 43-2 of the Financial Instruments and Exchange Law as follows:

- (i) The Bank shall keep the Securities in Safe Custody in the place designated by the Bank, and in commingle custody without distinguishing them from other customers' securities of the same issue (the "Commingle Custody"), if not specially requested otherwise. The Investment Trust Beneficiary Certificate etc. purchased under Part 2 shall be kept as provided for in Part 2.
- (ii) Certificates with a large face amount may be used for the Commingle Custody under the preceding Item.
- (iii) The Bank may re-deposit the Securities in Safe Custody with other banks, trust banks, securities companies or other financial institutions in the Bank's name.

<Article 26> Matters to be Agreed about Commingle Custody

The Bank deems that the Customer has agreed to the following matters concerning the Investment Trust Beneficiary Certificate etc. to be kept in Commingle Custody pursuant to the preceding Article:

- (i) The customer shall have joint ownership or quasi-joint ownership over the Investment Trust Beneficiary Certificate etc. of the same issue in proportion to the number or amount of the Securities in Safe Custody; and
- (ii) In newly depositing the Investment Trust Beneficiary Certificate etc. or in receiving the return of the Securities in Safe Custody, the Customer shall not need to consult other customers who deposit the securities of the same issue concerning the deposit or return of such securities.

<Article 27> Investigation of Public Peremptory Notice, etc.

The Bank is not obliged to investigate public notification (kouji saikoku), public notice of decision of exclusion (joken kettei), etc. in relation to the Securities in Safe Custody.

<Article 28> Matters to be Agreed about the Act on Book-Entry Transfer of Company Bonds, Shares, etc.

With the revision of the Act on Book-Entry Transfer of Company Bonds, Shares, etc. (the "Transfer Act"), the Bank deems that the Customer has agreed to the matters in the following Items 1 through 5, in order to shift to the transfer system under the Transfer Act, with regard to the securities which are deposited to the Bank under the provisions of the Terms and Conditions and which fall under the special investment trust beneficiary rights (which means the investment beneficiary rights whose investment trust clauses were changed for the application of the Transfer Act concerning the outstanding investment trust beneficiary rights):

- (i) That the consigned investment trust management business operator shall perform, as agent, the application to the transfer organisation concerning the entry or record of the transfer acceptance book as stipulated in Article 14 of Supplementary Provisions as referred to in Article 32 of Supplementary Provisions of the Transfer Act and such other procedures (such as submission of beneficiary certificates) as required for the shift to the transfer system based on the Transfer Act;
- (ii) That the consigned investment trust management business operator as authorised agent under the preceding Item shall consign to the Bank the performance of such procedures required for the shift to the transfer system based on the Transfer Act as described in the preceding Item;
- (iii) That the beneficiary securities cannot be withdrawn for a certain period of time before the shift;
- (iv) That there may be a case where the entry or record to the transfer account ledger may be made through

the Bank's account (proprietary account) in the transfer procedures; and

- (v) That the special investment trust beneficiary rights which have been shifted to the transfer system under the Transfer Act shall be managed under the provision of the clauses separately prescribed by the Bank based on the provisions of the Transfer Act, other relevant laws and regulations, as well as the business procedures and other provisions of the transfer organisation, instead of the provisions of this Part.

Part 4 Clauses for Management of Investment Trust Beneficiary Right Transfer and Settlement Account

<Article 29> Purpose of this Part

The Clauses for Management of Investment Trust Beneficiary Right Transfer and Settlement Account provide for the Bank's handlings concerning the account (the "Transfer Settlement Account") of the Customer who uses the transfer system stipulated in the Transfer Act, based on the integrated investment trust transaction Contract.

<Article 30> Transfer and Settlement Account

1. With the establishment of integrated investment trust transaction contract as stipulated in Article 3, Paragraph 3, the Transfer Settlement Account shall be opened on the transfer account ledger kept by the Bank as the account management organisation under the Transfer Act.
2. The Transfer Settlement Account shall be divided into internal categories in accordance with the provisions of Japan Securities Depository Center, Inc. (the "Center"); the Transfer Settlement Account shall be opened with two (2) separately established internal categories, that are an internal category which is an account to enter and record investment trust beneficiary right which is the subject of pledge (the "Pledge Account") and the other internal category which is an account to enter or record any other investment trust beneficiary right (the "Custody Account").
3. The Bank shall enter or record only the investment trust beneficiary right of which the Customer has the right. The scope of investment trust beneficiary right is subject to the provisions of the Center's business procedures concerning the corporate bonds etc.
4. The Bank shall manage the Transfer Settlement Account in accordance with the Transfer Act and other relevant laws and regulations, and the Center's business procedures concerning the corporate bonds etc. and other provisions, in addition to the provisions of this Part. The Customer shall agree to comply with these laws and regulations and to follow the necessary measures taken by the Center and the business processing procedures concerning the Center's transfer business as specified by the Center and the Bank shall deem that the document concerning such agreement has been submitted, with the delivery of the Terms and Conditions to the Customer.

<Article 31> Application for Transfer

1. The Customer may apply to the Bank for transfer of the investment trust beneficiary right entered or recorded in the Transfer Settlement Account, except for those specified in the following Items:
 - (i) Those which are subject to attachment and others for which transfer or application for transfer are prohibited by other provisions of laws and regulations;
 - (ii) Those related to transfer or pledge prohibited by the provision of laws and regulations and others specified by the Center;
 - (iii) Those to be transferred on the business day on which transfer is suspended by designation of the issuer for the purpose of processing distribution of revenues (excluding the case of the application for transfer to the account of the Bank, as transferee);
 - (iv) Those to be transferred on a business day during the transfer suspension period (the "Transfer Suspension Period") before the redemption date designated by the issuer for the purpose of processing redemption amounts (excluding the case of the application for transfer to the account of the Bank, as transferee);

- (v) Those to be transferred on the next business day of the redemption date (excluding the case of the application for transfer to the account of the Bank filed on or prior to the preceding business day of the date of the intended transfer);
- (vi) Those to be transferred on any of the days listed below concerning application for transfer to or from a non-designated company (which means a transfer that utilises the Center's non-designated company transfer information management function among the transfers whose transferor or transferee is an account management organisation etc. other than the designated sales company.);
 - (1) The preceding business day of the business day on which transfer is suspended by designation of the issuer for processing of distribution of revenues (excluding the case of the application for transfer filed on or prior to the preceding business day of the date of the transfer.);
 - (2) The business day on which transfer is suspended by designation of the issuer for processing of distribution of revenues;
 - (3) Any business day during the transfer suspension period until two (2) business days before the redemption date (excluding the case of the application for transfer to the account of the Bank, as transferee);
 - (4) The preceding business day of the redemption date (excluding, so long as such business day shall not fall on a day during the transfer suspension period, the case of the application for transfer filed on or prior to the preceding business day of the date of the transfer; as well as excluding, so long as such business day shall fall on a day during the transfer suspension period, the case of the application for transfer to the account of the Bank, as transferee.);
 - (5) The redemption date; and
 - (6) The next business day of the redemption date.
- (vii) Those for which transfer is not accepted by the transferee account management organisation due to such reason that they do not deal with the issue for which the transfer is applied.

2. In applying for a transfer, the customer shall submit, during a period specified by the Bank counting back from the transfer date, the application form prescribed by the Bank to the Bank's domestic branch designated by the Bank, after completing the following items:
 - (i) The issue and number of the investment trust beneficiary right for which the entry of, or the record of, decrease and increase shall be made;
 - (ii) Distinction between the Custody Account and the Pledge Account under the Customer's Transfer Settlement Account, to which the entry or the record of decrease of the investment trust beneficiary right shall be made;
 - (iii) The transferee account and the name of the immediate upper-level organisation;
 - (iv) Distinction between the Custody Account and the Pledge Account under the transferee account, to which the entry or the record of increase of the investment trust beneficiary right shall be made; and
 - (v) The transfer date.
3. The number prescribed in Item 1 of the preceding Paragraph shall be designated by integral multiple of one unit.
4. In case that the transfer is applied for between the internal categories of the Transfer Settlement Account, the presentation of Paragraph 2, Item 3 is not necessary. For Item 4 of the same Paragraph, the Customer shall designate the "Transferee Account" as "The Customer's Transfer Settlement Account".
5. In case that the Customer shall request the Bank to buy the investment trust beneficiary right, the Bank shall treat that the application for transfer of the investment trust beneficiary right has been made without the procedures prescribed in each of the preceding Paragraphs.

<Article 32> Establishment of Pledge

1. The Customer shall not establish the pledge (shichiken) on the investment trust beneficiary right except when the Bank approves it.
2. In establishing the pledge pursuant to the provision of the preceding Paragraph, the transfer under the procedures prescribed by the Bank shall be performed in accordance with the specifications by the Center.

<Article 33> Delegation of Application for Extinguishment

When the investment trust beneficiary right entered or recorded in the Transfer Settlement Account shall be redeemed, or cancelled by the Customer's order, or when the trusts pertaining to the investment trust beneficiary right entered or recorded in the Transfer Settlement Account are merged, then the Bank shall treat that the Customer has delegated to the Bank the procedures based on the Transfer Act in relation to the application for extinguishment of such investment trust beneficiary right; and the Bank shall perform the procedures on behalf of the Customer based on such delegation.

<Article 34> The Bank's Joint Guarantee Obligation

The Bank shall jointly guarantee the fulfillment of all the obligations stipulated in the following Items, which the Center or the upper-level organisation shall owe, pursuant to the Transfer Act etc., to the Customer (only if the Customer qualifies as the member (kanyuu-sha) as provided for in Article 11, Paragraph 2 of the Transfer Act);

- (i) Obligation to pay the redemption amount, cancellation amount or distribution of revenues, for the excess part of investment trust beneficiary right (excluding the part for which it is proved that no one has obtained the investment trust beneficiary right) caused by non-fulfillment of the obligation for

cancellation as provided for in the Transfer Act, in spite of the erroneous entry or record in the transfer account ledger exceeding the actual number of units at the Center or the upper-level organisation when performing the transfer procedure of investment trust beneficiary right; and

- (ii) In addition to the above, obligation to compensate the damages caused by non-fulfillment of obligation of cancellation as provided for in the Transfer Act at the Center or the upper-level organisation.

<Article 35> Notice of not Dealing with Some of Issues of Investment Trust Beneficiary Right Dealt with by the Center

1. The Bank might not deal with some of the issues specified by the Bank among the investment trust beneficiary rights dealt with at the Center.
2. The Bank shall notify the Customer of the availability of the dealing with certain investment trust beneficiary right, if inquired by the Customer.

<Article 36> Measures to be Taken at the Time of Cancellation

When the Integrated Investment Trust Account is cancelled, the Customer shall immediately take the procedures prescribed by the Bank to transfer the investment trust beneficiary right to another account management organisation. In case that the transfer cannot be executed, the Bank may cancel such investment trust beneficiary right and return the proceeds in cash, and the Customer shall agree with it.

<Article 37> Measures in Emergency

The Bank may take flexible measures, in case of being required to transfer the investment trust beneficiary right pursuant to the laws and regulations or in case of emergency, such as fire etc. of the branch etc.

Section 19 Terms and Conditions for Foreign Securities Transaction Account

The Terms and Conditions for Foreign Securities Transaction Account (hereunder in this Section, the "Terms and Conditions") provide for the Bank's handlings pertinent to the foreign securities transactions by the Customer holding the Premier Account with the Bank.

Part 1 General Rules

<Article 1> Purpose of the Terms and Conditions

1. The Terms and Conditions are the agreements for clarifying the rights and obligations concerning transactions of foreign securities (which term shall mean foreign securities as provided for in the regulations made by Japan Securities Dealers Association or any financial instruments exchange, legally allowed to be handled by the Bank, and designated by the Bank; the same shall apply hereafter.) between the Customer and the Bank.
2. When consigning to the Bank the transactions in which the sale/purchase orders for foreign securities are commissioned to a financial commodity market (including over-the-counter market; the same shall apply hereafter) in a country other than Japan (the "Overseas Transactions"), domestic over-the-counter transactions of the foreign securities (the "Domestic Over-the-Counter Transactions") or the consignment of custody of the foreign securities to the Bank (in case where, under the applicable laws concerning the issuance of such foreign securities, non-issuance of the physical certificate with respect to the rights represented by such foreign securities is allowed and where the physical certificate has not in fact been issued (the "Deemed Foreign Securities"), including management of quantity with respect to the rights represented by such foreign securities that are entered or recorded in the account of the foreign securities; the same shall apply hereafter), the Customer shall fully understand the contents of the Terms and Conditions and shall execute the foreign securities transactions on his/her own judgment and responsibility.

<Article 2> Processing through Foreign Securities Transaction Account

All the foreign securities transactions entered into by the Customer with the Bank, such as execution of sale/purchase, settlement of sale/purchase proceeds, custody of securities, and other delivery of money pertinent to the foreign securities transactions, shall be processed through the foreign securities transaction account (the "Foreign Securities Transaction Account"); provided, however, that the foreign investment trust beneficiary certificates as well as investment securities and investment corporate bonds of foreign corporations (collectively, the "Foreign Investment Securities etc.") shall be processed through the Integrated Investment Trust Account as specified in Section 18, Article 3, Paragraph 2.

<Article 3> Matters to Observe

The Customer, in relation to foreign securities transactions with the Bank, shall comply with the provisions pertinent to the sale/purchase of foreign securities of various Japanese laws and regulations and of various regulations, decisions and practices prescribed by the domestic financial instruments exchange which executes the sale/ purchase of such securities ("Such Exchange"), Japan Securities Dealers Association, settlement companies (which term means any of Japan Securities Settlement & Custody, Inc., Japan Securities Depository Center, Inc. and other settlement organisations designated by Such Exchange; the same shall apply hereafter.). Further, the Customer shall observe the instructions of the Bank, if any, concerning various laws and regulations, practices, etc. of countries etc. where the issuers of foreign securities (or the depository organisations related to the depository receipts in the case of depository receipts; the same shall apply hereafter.) are located.

Part 2 Overseas Transactions and Domestic Over-the-Counter Transactions of Foreign Securities

<Article 4> Instruction of Place and Method of Execution on Sale/Purchase Orders

The type of sale/purchase transaction, place and method of execution of sale/purchase orders by the Customer placed to the Bank shall be subject to the Customer's prior instructions, to the extent the Bank may respond to them.

<Article 5> Acceptance, Execution and Processing of Orders

Sale/Purchase orders and applications for acquisition of foreign securities pertinent to subscription and offering from the Customer to the Bank shall be subject to the provisions of the following Items:

- (i) It shall be allowed that foreign trades and applications for acquisition of foreign securities pertinent to subscription and offering may cause difference between the date and time of order placement and the date and time of contract, due to the holidays of relevant countries, the time difference etc. as long as they are processed by the Bank without delay;
- (ii) Orders to the Bank shall be placed during the hours specified by the Bank;
- (iii) Domestic over-the-counter transactions shall be executed if the Customer requests them and the Bank can respond to the request;
- (iv) The minimum purchase unit of foreign securities shall be specified by the Bank; and
- (v) After confirming the establishment of sale/purchase etc. the Bank shall dispatch a transaction report etc. to the registered address of the Customer, without delay.

<Article 6> Settlement Date etc.

Processing, such as delivery after establishment of a transaction, shall be performed in accordance with the following Items:

- (i) In the case of foreign trade, the date on which the Bank confirmed the establishment of sale/purchase order at the place of execution (or the immediately following business day if the date falls on a non-business day) shall be the contract date; and
- (ii) The settlement date concerning the sale/purchase of foreign securities shall be the fourth (4th) business day starting from the contract date, unless otherwise agreed between the Customer and the Bank.

<Article 7> Procedures for Custody, Name and Return of Foreign Securities

In case that the Customer consigns the custody of foreign securities to the Bank, the procedures for custody, name and return of such foreign securities shall be performed in accordance with the following Items:

- (i) The foreign securities acquired by the Customer shall be consigned to the Bank under a commingle custody contract;
- (ii) If the foreign securities (other than the Deemed Foreign Securities) consigned under the preceding Item are in the custody of a depository organisation designated by the Bank (the "Bank's Depository Organisation"), the Customer shall obtain the rights in accordance with the quantity concerning such foreign securities entered or recorded in the Bank's account for such foreign securities at the Bank's Depository Organisation and such foreign securities shall be kept based on the nature of such rights obtained corresponding to its quantity, in accordance with the applicable laws and practices;
- (iii) With respect to the Deemed Foreign Securities, the provisions of the preceding Item shall apply mutatis mutandis. In such case, "the foreign securities (other than the Deemed Foreign Securities) are in the custody of the Bank's Depository Organisation" in the preceding Item shall be replaced with "the quantity concerning the Deemed Foreign Securities is entered or recorded in the Bank's account at the Bank's Depository Organisation" and "the Customer shall obtain the rights in accordance with the

quantity concerning such foreign securities" shall be replaced with "the Customer shall obtain the rights in accordance with the quantity concerning such Deemed Foreign Securities".

- (iv) In case that the registration of nominee is required for foreign securities, such nominee shall be the Bank's Depository Organisation or a person designated by such depository organisation;
- (v) In case that the Customer needs to sell, to transfer the custody of, or to obtain the return of, the foreign securities consigned pursuant to the provisions of the Item 1, the Bank shall process it in accordance with the prescribed procedures; provided, however, that the Customer shall not request for return, in Japan, of the foreign securities whose physical certificates are not returned due to the local laws, regulations, etc.;
- (vi) In case that the Bank was required to pay actual costs concerning the transfer of custody and return under the preceding Item, the Customer shall pay, at each time of such occurrence, the amount equivalent to such actual costs to the Bank; and
- (vii) In case that, due to the loss of value as securities, the balance of foreign securities kept pursuant to Item 2 is extinguished based on the local laws, regulation, etc. at the Bank's Depository Organisation, the Bank shall extinguish the consigned balance pertinent to such extinguishment in the Foreign Securities Transaction Account, and treat the physical certificate pertinent to such securities as disposed of, except where the Customer especially requests otherwise to the Bank.

<Article 8> Processing in Case of Nonconformity for the Selection Standards

In case that the Foreign Investment Securities etc. have come not to conform to the selection standards specified by the Japan Securities Dealers Association, the Bank suspends the sales of such Foreign Investment Securities etc. In this case, the Bank accepts the Customer's request for intermediation of liquidation of such Foreign Investment Securities etc. that the Customer purchased.

<Article 9> Processing of Rights concerning Foreign Securities

The processing of rights on foreign securities kept in custody with the Bank's Depository Organisation shall be handled in accordance with the provisions of following Items:

- (i) The Bank shall receive, on behalf of the Customer, the dividends, interests, distributions of revenues and other fruits of, and the redemption amounts of, the foreign securities kept in custody at such depository organisation and shall pay the same to the Customer. In this case, if charges are levied pursuant to the laws, regulations, practices etc. of the country etc. where the issuer of such foreign securities is located, such charges shall be borne by the Customer and the Bank shall charge the same to the Customer by deducting the same from such fruits or redemption amounts or otherwise;
- (ii) In case that subscription right for new share or share option is granted to the foreign securities, the Bank, in principle, shall dispose of such right or warrant and process the sales proceeds in applying, mutatis mutandis, the provisions of the preceding Item; provided, however, if the Bank cannot sell all or part of such subscription right for new share or share option due to laws and regulations or practices of the country where the issuer of such foreign securities is located or due to the market conditions, such all or part of the subscription right for new share or share option shall become invalid;
- (iii) The stocks allocated by stock dividends, stock split, free distribution, capital reduction, merger, share exchange, etc. shall be processed through the Bank at the Foreign Securities Transaction Account; provided, however, that all the less than-unit stocks in the financial instruments markets in countries other than Japan shall be disposed of by selling them and the sales proceeds shall be processed by applying, mutatis mutandis, the provisions of Item 1,

- unless the Customer especially requests otherwise;
- (iv) In case that withholding tax shall be imposed on the stocks allocated under the provisions of the preceding Item, regardless of such provisions, the Bank shall dispose of all such stocks and process the sales proceeds by applying, mutatis mutandis, the provisions of Paragraph 1, unless the Customer especially requests otherwise;
 - (v) In case that rights other than those listed in the preceding Items are granted to foreign securities, the Bank shall dispose of all such rights and process the sales proceeds by applying, mutatis mutandis, the provisions of Item 1, unless the Customer especially requests otherwise;
 - (vi) The bank shall follow the Customer's instructions on the exercise of the right to vote or to object at the general meeting of shareholders, meeting of creditors, meeting of beneficiaries, or meeting of owners etc; provided, however, that the Bank shall not exercise the right to vote or to object, if not instructed by the Customer; and
 - (vii) The Bank may perform, on behalf of the Customer, the procedures for application of reduced tax rate or exemption, tax refund, etc. concerning the withholding tax imposed in any country etc. other than Japan on the fruits specified in Item 1.

<Article 10> Various Notices

1. The Bank shall send following notices to the registered address of the Customer concerning the foreign securities pertinent to the consignment:
 - (i) Notice of matters which may affect significantly the position of stockholder, beneficiary and owner, including a capital increase, stock split, reverse stock split, etc.; and
 - (ii) Notice of dividends, interests, distributions of revenues, redemption amount, etc.
 - (iii) Notice of important issues in shareholders meeting such as amalgamation.
2. In addition to the notices in the preceding Paragraph, the Bank or the issuer of the Foreign Investment Securities etc. shall send the report and other documents on settlement of accounts concerning the Foreign Investment Securities etc. under the consignment; provided, however, that, with regard to the report and other documents concerning settlement of accounts of the investment securities of a foreign corporation, the Bank will not send the same so long as the contents thereof are published in a daily newspaper which carries news of current affairs, except when the notice is stipulated by laws and regulations or when the Customer especially requests for the same.

<Article 11> Processing of Various Notices from Issuers

1. Notices and materials etc. delivered from the issuers are kept and offered at the Bank for inspection for three (3) years from the date of their arrival to the Bank; provided, however, that the Bank will send them to the Customer's registered address, if the Customer so requests.
2. The actual costs required for sending the notices and materials etc. to the Customer under the proviso of the preceding Paragraph shall be paid by the Customer to the Bank each time of dispatch, except for those pertinent to the Foreign Investment Securities etc.

<Article 12> Various Charges etc.

1. The charges and the due date thereof concerning the execution of transaction shall be handled in accordance with the provisions of the following Items:
 - (i) The Customer shall pay to the Bank, concerning the overseas transactions of foreign securities, the sale/purchase fees, taxes and public dues and other charges, as well as the prescribed brokerage fees, in the financial instruments market of the country etc. other than Japan, before the settlement date specified in Article 6, Item 2; and.
 - (ii) The Customer shall pay to the Bank, concerning the application for acquisition pertinent to the subscription and offering of the Foreign Investment Securities etc., the fees specified by the foreign investment trust or foreign investment company

pertinent to such Foreign Investment Securities etc. and the taxes and public dues imposed in the place of intermediary of order and other charges, before the due date specified in the prospectus etc.

2. The Customer shall pay the actual cost incurred by the Bank each time when the Bank performs special procedures under the Customer's instruction.

<Article 13> Settlement of Money

1. Settlement of money between the Bank and the Customer concerning the foreign securities transactions etc. provided for in the Terms and Conditions shall be made, in principle, in the same currency as the currency in which such foreign securities are denominated; provided, however, that the settlement may be made by the currency designated by the Customer to the extent that the Bank can respond to such designation. In this case, conversion between foreign currency and Yen, or between different foreign currencies shall be subject to the provision of Article 15 of "Section 1: HSBC Premier Account General Agreement", and the foreign exchange rate of the date of conversion shall apply, unless otherwise agreed or designated.
2. The conversion date under the preceding Paragraph shall be the contract date for sale/purchase price, and the day on which the Bank confirmed the receipt of the total amount for the fruits such as dividends, interests, distributions of revenues, etc. and of the redemption amount of the foreign securities kept in custody at such depository organisation, as well as for the liquidation proceeds of share option granted to the foreign securities that the Bank was consigned for custody from the Customer.
3. Settlement of foreign currency pertinent to the foreign securities transaction shall be made, in principle, by means of transfer from or to the Customer's Yen Savings Account or Multi Currency Savings Account.

Part 3 Miscellaneous Rules

<Article 14> Delivery of Transaction Balance Report

1. The Customer shall periodically accept the delivery of the transaction balance report issued by the Bank, concerning the foreign securities consigned to the Bank; provided, however, that with regard to the transaction balance report, if the Customer so requests, the method of accepting the delivery without delay after the settlement of the transaction shall be employed, instead.
2. Notwithstanding the provisions of the preceding Paragraph, the Customer shall accept the delivery of transaction balance report without delay after the settlement of the transaction, if the Bank is not, by laws and regulations, obliged to deliver the transaction balance report to the Customer, except where the laws and regulations provides otherwise.
3. Even if the Bank is to deliver the transaction balance report to the Customer without delay after the settlement of the transaction, there may be a case, with regard to the items to be stated as stipulated by the laws and regulations, that the Bank shall deliver the transaction balance report periodically, instead of the method of delivering the transaction balance report without delay after the settlement of the transaction.

<Article 15> Cancellation of Contract

1. The Customer may, at any time, cancel the Foreign Securities Transaction Account by notifying the Bank of it with the form specified by the Bank.
2. If the Customer falls upon any of the following Items, the Bank shall be entitled to cancel the Foreign Securities Transaction Account:
 - (i) When the Bank recognises that the Customer made a false registration about the matters to be registered etc. concerning the Foreign Securities Transaction Account;
 - (ii) When the Customer's Premier Account is cancelled;
 - (iii) When there is any reasonable cause in light of laws and regulations, etc. such as that there is no balance in the Foreign Securities Transaction Account for a considerable period of time; or

- (iv) When there exists any other unavoidable circumstance.
- 3. In the case of the preceding two (2) Paragraphs and in case where there is a balance of consigned foreign securities in the Foreign Securities Transaction Account, the Bank shall return the foreign securities and money kept by the Bank in accordance with the method determined by the Bank. If it is difficult to return the foreign securities kept by the Bank in their original status, the Bank shall, upon instruction from the Customer, return the sales proceeds etc. after converting them into cash or conducting offsetting transactions in accordance with the method designated by the Bank.
- 4. In the case of Paragraph 1 and Paragraph 2, Item 1, 2 or 4, if the Customer has given the instruction as provided for in the preceding Paragraph, the Customer shall pay the actual expenses incurred by the Bank immediately upon the Bank's request.
- (iii) In case that the issuer of the foreign securities or of the foreign securities permanent to the right indicated on the depository receipt prepares statistical data necessary for the preparation of securities report (yuukashouken houkokusho) and other documents based on the laws and regulations or the rules set forth by the financial instruments exchange etc. of Japan or of country etc. other than Japan (the "Laws and Regulations etc."), for the exercise of rights or performance of obligations under the Laws and Regulations etc., or provision of information or public relationship activities etc. for actual shareholders; the issuer or depository organisation of such foreign securities or the issuer or depository organisation of foreign securities pertinent to the rights indicated on such depository receipt; and
- (iv) In case that the supervisory authorities (including self-regulatory Organisations authorized by such supervisory authorities; the same shall apply in this Item) of financial instruments market of any country etc. other than Japan where the sale/purchase of foreign securities is executed investigates, under the Laws and Regulations etc. of such country etc., for the purposes of money laundering, cases of breach related to securities transactions or procurement etc. of the fairness in trade in such financial instruments market; such supervisory authorities, or the foreign securities business operator or depository organisation pertinent to the sale/purchase of such foreign securities.

<Article 16> Consent to the Provision of Personal Data to Third Party

The Customer shall agree that the personal data of the Customer (address, name, contact, date of birth, number and volume of foreign securities in possession and other items, limited to the scope necessary for the relevant case) may be provided in any of the cases listed in the following Items to any party specified in the relevant Item:

- (i) In case that the procedures are performed for application for reduction of tax rate or exemption, tax refund and other procedures pertinent to the withholding tax imposed on the dividends, interests, distributions of revenues and other fruits of foreign securities in any country etc. other than Japan; the tax authorities of such country etc., the depository organisation of such foreign securities or a person to whom those parties have delegated such procedures;
- (ii) In case that the procedures are performed for application for reduction of tax rate or exemption, tax refund and other procedures pertinent to the withholding tax imposed on the dividends, interests, distributions of revenues and other fruits of foreign securities pertinent to the rights indicated on the depository receipt in any country etc. other than Japan; the tax authorities of such country etc., the depository organisation of such foreign securities or a person to whom those parties have delegated such procedures;

<Article 17> Application of Other Provisions

1. Matters not provided for in the Terms and Conditions, such as changes in registered items, prohibition of transfer and pledge, cancellation, disclaimer, governing law, jurisdiction, changes in the terms and conditions, shall be governed by "Section 1: HSBC Premier Account General Agreement" and "Section 18: Terms and Conditions for Integrated Investment Trust Account".
2. In case of any discrepancy between "Section 1: HSBC Premier Account General Agreement" or "Section 18: Terms and Conditions for Integrated Investment Trust Account" and the Terms and Conditions, the Terms and Conditions shall prevail.

Section 20 Terms and Conditions for Specified Account

The Terms and Conditions for Specified Account (hereunder in this Section, the "Terms and Conditions") provides for the Bank's handlings concerning transactions of the Listed Stock etc. in the Specified Account made by the Customer holding the Premier Account with the Bank.

<Article 1> Purposes etc. of the Terms and Conditions

1. The Terms and Conditions are the arrangements for clarifying the following matters:
 - (i) Matters concerning the Specified Account to be opened at the Bank's domestic branches, as well as the rights and obligations between the Customer and the Bank, so that the Customer may be applicable to the special rules of income calculations etc. in relation to the transfer of the Listed Stock etc. Deposited in the Special Account, pursuant to the provisions of Article 37-11-3 of the Special Taxation Measures Law; and
 - (ii) Requirements provided for in Article 37-11-6, Paragraph 4, Item 1 of the Special Taxation Measures Law, as well as the rights and obligations between the Customer and the Bank, with respect to the receipt of dividends etc. of the Listed Stock etc. in the Specified Account (Withholding Selection Account only) opened with the Bank so that the Customer becomes subject to the special rules regarding income calculations and withholding taxation etc. in relation to the dividends in the Withholding Selection Account etc., as provided for in Article 37-11-6, Paragraph 1 of the Special Taxation Measures Law.
2. The Bank shall conclude the Custody Consignment Contract for Listed Stock etc. (hereafter in this Section, the "Contract") with the Customer pursuant to the Terms and Conditions.
3. In the Terms and Conditions, the terms listed in the following sub-paragraph mean as specified in each sub-paragraph:
 - (i) The "Specified Account" shall mean the specified account as provided for in Article 37-11-3, Paragraph 3, Item 1 of the Special Taxation Measures Law;
 - (ii) The "Listed Stock etc." shall mean the listed stock etc. specified by the Bank among the listed stock provided for in Article 37-11, Paragraph 1 of the Special Taxation Measures Law;
 - (ii)-2 "Withholding Selection Account" shall mean the withholding selection account provided for in Article 37-11-6, Paragraph 1 of the Special Taxation Measures Law;
 - (ii)-3 "Specified Listed Stock Dividend Etc. Account" shall mean the account to distinguish the record on dividends etc. of the Listed Stock etc. from the record on other dividends etc. of the Listed Stock etc.;
 - (iii) The "Listed Stock etc. Deposited in the Special Account" shall mean the Listed Stock etc. for which the entry or record in the transfer account ledger

pertinent to the Specified Account shall be made, or the custody of which is consigned at the Specified Account;

- (iv) The "Custody Consignment Contract for Listed Stock etc." shall mean the custody consignment contract of listed stock etc. as provided for in Article 37-11-3, Paragraph 3, Item 2 of the Special Taxation Measures Law;
- (v) The "Specified Custody Account" shall mean, with respect to the Listed Stock etc. for which the entry or record shall be made or the custody of which is consigned in the Specified Account as provided for in Article 37-11-3, Paragraph 3, Item 2 of the Special Taxation Measures Law, the account to distinguish the record on such custody consignment from the record on other transactions; and
- (vi) The "Financial Instruments Dealer etc." shall mean the financial instruments dealer provided for in Article 37-11-3, Paragraph 3, Item 1 of the Special Taxation Measures Law.

<Article 2> Scope of Listed Stock etc. Acceptable in Specified Account

The Bank shall accept, in the Customer's Specified Custody Account, only the Listed Stock etc. specified in the following sub-paragraphs (excluding the Listed Stock etc. pertinent to the specified share option etc. as provided for in Article 29-2, Paragraph 1 of the Special Taxation Measures Law and obtained under the application of the main sentence of such Paragraph):

- (i) The Listed Stock etc. that the Customer obtains by consigning its purchase to the Bank or obtains through the Bank, and that the Bank accepts in the Specified Account immediately after the Customer's acquisition, after the Customer has submitted the Form of Notice of Specified Account Opening provided for in Article 3;
- (ii) The Listed Stock etc. that the Bank accepts in the Customer's Specified Account by transfer of all or part of the Listed Stock etc. Deposited in the Specified Account accepted in such Customer's Specified Account maintained with a financial instruments dealer other than the Bank, by the method specified in laws and regulations and by the Bank;
- (iii) The Listed Stock etc. that the Customer acquires through the subscription of the Listed Stock etc. (limited to one qualifies as subscription of securities as provided for in Article 2, Paragraph 3 of the Financial Instruments and Exchange Law; hereafter in this Section, "the Subscription of Securities") by the Bank;
- (iv) The Listed Stock etc. that the Customer acquires by gift, inheritance (excluding the one related to qualified acceptance (gentei shounin); the same shall apply hereafter.), or testamentary gift (excluding the one related to qualified acceptance (gentei shounin) among the testamentary gift of universal succession (houkatsu izou); the same shall apply hereafter.), that have been continuously entered, recorded, or consigned for custody, in the Specified Account maintained with the Bank or any other financial instruments dealer etc. by the donor of such gift, the decedent of such inheritance or the universal testamentary donor in such testamentary gift, and that the Bank accepts in such Customer's Specified Account with the Bank;
- (v) With regard to the Listed Stock etc. Deposited in the Specified Account, the Listed Stock etc. to be acquired by stock split or reverse stock split, and the acceptance to the Specified Account of which Listed Stocks etc. related to such stock split or reverse stock split is processed by means of the entry or record into the transfer account ledger or the customer account ledger under the Act on Custody and Transfer of Share Certificate etc.;
- (vi) With regard to the Listed Stock etc. Deposited in the Specified Account, the stock of merged company acquired through the merger of corporations (limited only to the merger in which either the stock or capital

of such merged corporation is delivered or the stock or capital of the corporation having such relationship as stipulated in the Cabinet Order with the merged corporation shall be delivered to the shareholders etc. of such corporation), and the acceptance to the Specified Account of which is processed by means of the entry or record into the transfer account ledger or the customer account ledger under the Act on Custody and Transfer of Share Certificate etc.;

- (vii) With regard to the Listed Stock etc. Deposited in the Specified Account, the stock of the succeeding corporation in split (bunkatsu shoukei houjin) (which means a corporation as provided for in Article 2, Item 12-3 of the Corporate Tax Law; the same shall apply hereafter.) or the stock of the succeeding parent corporation in split (bunkatsu shoukei oya houjin) (which means a succeeding parent corporation as provided for in Article 2, Item 12-11 of the Corporate Tax Law; the same shall apply hereafter.) acquired by the split of corporation (limited only to the split of corporation in that either the stock (including capital) of the succeeding corporation in split or the stock of the corporation having such relationship as stipulated in Cabinet Order with the succeeding corporation in split shall be delivered to the shareholders of such split corporation (which means a corporation as provided for in Article 2, Item 12-2 of the Corporate Tax Law) (that includes the split of corporation in which the stock of such succeeding corporation in split or the stock of such succeeding parent corporation in split, as well as the money and such other assets, other than the split compensation assets (bunkatsu taika shisan), as distribution of surplus fund or as distribution of profits related to the stock, shall be delivered to the shareholders of such split corporation.)) and the acceptance to the Specified Account of which is processed by means of the entry or record into the transfer account ledger or the customer account ledger under the Act on Custody and Transfer of Share Certificate etc.;
- (viii) With regard to the Listed Stock etc. Deposited in the Specified Account, the stock of the wholly owning parent company in share exchange (which means a wholly owning parent company in share exchange as provided for in Article 2, Item 12-6-4 of the Corporate Tax Law) acquired by the share exchange as provided for in Article 37-14, Paragraph 1, Item 4 of the Special Taxation Measures Law and the stock of the wholly owning parent company in share transfer (which means the wholly owning parent company in share transfer as provided for in Article 2, Item 12-7 of the Corporate Tax Law) acquired by the share transfer as provided for in Article 37-14, Paragraph 1, Item 4 of the Special Taxation Measures Law, the acceptance to the Specified Account of which is processed by means of the entry or record into the transfer account ledger or the customer account ledger under the Act on Custody and Transfer of Share Certificate etc.;
- (ix) The Listed Stock etc. acquired by exercise of the share option granted on the Listed Stock etc. Deposited in the Specified Account or the right to subscribe the shares granted on such Listed Stock etc. Deposited in the Specified Account or the subscription right granted on such Listed Stock etc. Deposited in the Specified Account, the acceptance to the Specified Account of which is processed by means of the entry or record into the transfer account ledger or the customer account ledger under the Act on Custody and Transfer of Share Certificate etc.;
- (x) The Listed Stock etc. that the Customer acquires through the solicitation conducted by the Bank or as a result of the redemption of the corporate bond with the special agreement of redemption by the Listed Stock etc. (which means a corporate bond with the special agreement that, if the stock index related to the Listed Stock etc., or the price of the Listed Stock etc. issued by a party other than the issuer of such corporate bond, satisfies the pre-determined

condition, the redemption of such corporate bond will be made with money equivalent to the face value of such corporate bond or with such Listed Stock etc.) which the Customer has acquired through the Bank and the entry or the record of which has been made in the transfer account ledger related to the Bank's account, or the consignment of custody of which has been made in such account, continuously, from the next day of the acquisition date, and the acceptance to the Specified Account of that is processed by means of the entry or record into the transfer account ledger or the customer account ledger under the Act on Custody and Transfer of Share Certificate etc.;

- (xi) The Listed Stock etc. that the Customer acquires by the exercise of right or fulfillment of obligation associated with the transaction listed in Article 28, Paragraph 8, Item 3, ha of the Financial Instruments and Exchange Law which the Customer has made in the account with the Bank, and the acceptance to the Specified Account of that is processed by means of the entry or record into the transfer account ledger or the customer account ledger under the Act on Custody and Transfer of Share Certificate etc.; and
- (xii) In addition to the above, the Listed Stock etc. provided for in the Enforcement Ordinance of the Special Taxation Measures Law.

<Article 2-2> Scope of the listed stock dividends etc. to be received in the Withholding Selection Account

1. The Bank shall accept, in the Specified Listed Stock Dividend Etc. Account opened in the Customer's Withholding Selection Account, only the following dividends etc. that fall under the category of the dividends etc. of the Listed Stock etc. (only the dividends etc. in respect of the Listed Stock etc. (which means the Listed Stock etc. provided for in Article 37-11-3, Paragraph 2 of the Special Taxation Measures Law) for which the entry or record in the transfer account ledger pertinent to the branch of the Bank, with which the relevant Withholding Selection Account is opened, shall be made, or the custody of which is consigned to such branch):
 - (i) Dividends etc. of the overseas investment trust etc., other than dividends etc. of overseas investment trust etc. for private placement public and corporate bonds etc. that is described in Article 8-3, Paragraph 2, Item 2 of the Special Taxation Measures Law, for which the Bank shall collect the income tax pursuant to the provisions of Article 8-3, Paragraph 3 of the same law;
 - (ii) Dividends etc. of the overseas stock provided for in Article 9-2, Paragraph 1 of the Special Taxation Measures Law for which the Bank shall collect the income tax pursuant to the provisions of Article 9-2, Paragraph 2 of the same law; or
 - (iii) Dividends etc. of the Listed Stock etc. provided for in Article 9-3-2, Paragraph 1 of the Special Taxation Measures Law for which the Bank shall collect the income tax pursuant to the provisions of the same Paragraph of the same law.
2. From the dividends etc. of the Listed Stock etc. described in the preceding Paragraph for which the Bank handles payments, the Bank shall only accept the dividends etc. which shall be delivered to the Customer immediately after the Bank receives from the payer, in the Specified Listed Stock Dividend Etc. Account opened in the relevant Withholding Selection Account upon delivery by the Bank.

<Article 3> Method of Application for Specified Account

1. In applying for the establishment of the Specified Account with the Bank, the Customer shall, in advance, submit the Form of Notice of Specified Account Opening (which means the one as provided for in Article 37-11-3, Paragraph 3, Item 1 of the Special Taxation Measures Law; the same shall apply hereafter.) to the Bank at the Bank's domestic branch designated by the Bank. At such time, the Customer shall submit the copy of certificate of residence, the certificate of seal impression, the driver's license and other documents prescribed by the Bank.
2. The Customer shall establish the Specified Custody

Account at the time of application under the preceding Paragraph.

3. In case that the Customer requests the withholding taxation for the income by the transfer of the Listed Stock etc. Deposited in the Specified Account related to the Specified Account, the Customer shall submit the Form of Notice on Election of Withholding Taxation for the Specified Account (which means the one as provided for in Article 37-11-4, Paragraph 1 of the Special Taxation Measures Law; the same shall apply for hereafter.) to the Bank before the first transfer in the calendar year of the Listed Stock etc. Deposited in the Specified Account. Further, as to the transfer of the Listed Stock etc. Deposited in the Specified Account in the subsequent years after the year of submission of the Form of Notice on Election of Withholding Taxation for the Specified Account, unless the Customer gives notice before the first transfer of the year of the Listed Stock etc. Deposited in the Specified Account, the Bank shall handle it as such Form of Notice on Election of Withholding Taxation for the Specified Account is submitted. For the avoidance of doubt, after the first transfer of the year of the Listed Stock etc. Deposited in the Specified Account, the handling of withholding taxation under the Specified Account shall not be changed during such year.
4. If the Customer submits to the Bank the Notice on Commencement of Acceptance of Dividends etc. in Withholding Selection Account provided for in Article 37-11-6, Paragraph 2 of the Special Taxation Measures Law and receives in the Specified Listed Stock Dividend Etc. Account the dividends etc. of the Listed Stock etc. delivered to the Customer in the relevant year, the Customer may not claim that the Customer does not wish withholding taxation for the income from transfer of the Listed Stock etc. deposited in the Specified Account on or after the date on which the payment of dividends etc. of the Listed Stock etc. is determined for the first time in such year.

<Article 3-2> Submission of the Notice on Commencement of Acceptance of Dividends etc. in Withholding Selection Account Etc.

1. For the Customer to be eligible for the special rules of income calculations and withholding taxation etc. in relation to the dividends etc. in the Withholding Selection Account provided for in Article 37-11-6, Paragraph 1 of the Special Taxation Measures Law, the Customer shall submit the "Notice on Commencement of Acceptance of Dividends etc. in Withholding Selection Account" provided for in Article 37-11-6, Paragraph 2 of the Special Taxation Measures Law and Article 25-10-13, Paragraph 2 of the Enforcement Ordinance of the Special Taxation Measures Law to the Bank by the date designated by the Bank which is prior to the day on which the payment is determined.
2. For the Customer to cease to be eligible for the special rules of income calculations and withholding taxation etc. in relation to the dividends etc. in the Withholding Selection Account provided for in Article 37-11-6, Paragraph 1 of the Special Taxation Measures Law, the Customer shall submit the "Notice on Termination of Acceptance of Dividends etc. in Withholding Selection Account" provided for in Article 37-11-6, Paragraph 3 of the Special Taxation Measures Law and Article 25-10-13, Paragraph 4 of the Enforcement Ordinance of the Special Taxation Measures Law to the Bank by the date designated by the Bank which is prior to the day on which the payment is determined.

<Article 4> Consignment of Custody in the Specified Custody Account

The entry and record, as well as the consignment of custody of the Listed Stock etc. related to the Customer's Specified Account shall be made through the Specified Custody Account.

<Article 5> Transactions through Specified Account

1. All the transactions of the Listed Stock etc. (excluding the transactions etc. of the Listed Stock etc. withdrawn from the Specified Account) between the Customer who has opened the Specified Account and the Bank shall be executed through the Specified Account, unless otherwise applied for from the Customer.

2. In case that the Listed Stock etc. Deposited in the Specified Account is the beneficiary certificate of securities etc. investment trust, if the liquidation of such beneficiary certificate is made by cancellation or redemption, it will not be processed as a transaction through the Specified Account, except for the part which shall be deemed as transfer by the provisions of Article 37-10, Paragraph 4 etc. of the Special Taxation Measures Law.

<Article 5-2> Handling in Specified Listed Stock Dividend Etc. Account

The Bank shall handle, in the Specified Listed Stock Dividend Etc. Account opened in the Withholding Selection Account, the dividends etc. of the Listed Stock etc. which are delivered to the Customer in the Withholding Selection Account.

<Article 6> Calculation of Income Amount etc.

1. The transfer profit/loss of the Listed Stock etc. at the Specified Account shall be calculated based on the provisions of Article 37-11-3 of the Special Taxation Measures Law and Article 37-11-4 of such law, as well as the related Cabinet Ordinance and Ordinance of Ministry.
2. The income calculations for the dividends etc. in the Withholding Selection Account shall be made in accordance with the provisions of Article 37-11-6, Paragraph 6 of the Special Taxation Measures Law and the related Cabinet Ordinance and Ordinance of Ministry.

<Article 7> Withholding Taxation

1. In case that the Customer has submitted the Form of Notice on Election of Withholding Tax for the Specified Account, the Bank shall withhold and refund the income tax and local tax on the income regarding the Listed Stock etc. Deposited in the Specified Account, pursuant to the provisions of Special Taxation Measures Law and other related laws and regulations. For the avoidance of doubt, the portion on transfer income from stock etc. as provided for in the Local Tax Law shall be withheld by the Bank by means of special collection as provided for in such law.
2. Withhold tax to be refunded to the Customer shall be credited to the Customer's Yen Savings Account under the Premier Account.
3. The Customer who has submitted the Form of Notice on Election of Withholding Tax for the Specified Account shall not be applicable for the application of such tax exemption system up to ten (10) million yen of the acquisition price based on Article 37-14 of the Special Taxation Measures Law for the income from transfer of Listed Stock etc. Deposited in the Specified Account.

<Article 8> Method of Transfer

The Customer shall transfer the Listed Stock etc. entered, recorded, or consigned for custody in the Specified Depository Account in any of the methods provided for in the following Items. The transfer of the Listed Stock etc. shall include the case regarded as transfer pursuant to the provisions of Article 37-10, Paragraph 3, etc. of the Special Tax Measures Law.

- (i) Method of sell consignment to the Bank;
- (ii) Method of transfer to the Bank;
- (iii) Method of requesting for buying through the Bank to the corporation which issues the Listed Stock etc. related to the transfer of less-than-unit stock pursuant to the provisions of Article 192, Paragraph 1 of the Companies Act; and
- (iv) In addition to the above Items, method provided for in the Enforcement Ordinance of the Special Taxation Measures Law.

<Article 9> Notice concerning Withdrawal of Listed Stock etc. from Specified Account

In case that all or a part of the Listed Stock etc. shall be withdrawn from the Specified Account, the Bank shall give notice to the Customer of such withdrawal pursuant to the provisions of the Enforcement Ordinance of the Special Taxation Measures Law.

<Article 10> Transfer of Listed Stock etc. Deposited in the Specified Account

In case that the Customer shall transfer the Listed Stock etc. Deposited in the Specified Account the custody of

which is consigned to the Specified Account maintained with any financial instruments dealer other than the Bank (the Transferring Financial Instruments Dealer etc.) to the Specified Account maintained with the Bank under the provisions of Article 2, Paragraph 2, the Bank shall execute such transfer by the method designated in the Enforcement Ordinance of the Special Taxation Measures Law. In this event, the Customer shall submit the Form of Request for Transfer of the Listed Stock etc. Deposited in the Specified Account and other necessary documents to the Transferring Financial Instruments Dealer etc.

<Article 11> Acceptance by Transfer into Specified Account by Way of Inheritance or Testamentary Gift

In case that the Customer shall request the acceptance by transfer of the Listed Stock etc. as stipulated in Article 2, Item 4 to the Specified Account maintained with the Bank, of the Listed Stock etc. Deposited in the Specified Account entered, recorded or consigned for custody (the "Inherited Listed Stock etc.") in the Specified Account (the "Inheritance etc. Account") maintained with the Bank or with any financial instruments dealer etc. other than the Bank by the donor, the decedent or the universal testamentary donor of the Customer, the Bank shall execute such acceptance by transfer in accordance with the method designated by the Enforcement Ordinance of the Special Taxation Measures Law. At this event, the Customer shall submit the Form of Request for Transfer of the Inherited Listed Stock etc. and other necessary documents to the Bank or any other financial instruments dealer etc. with which the Inheritance etc. Account is maintained.

<Article 12> Delivery of Specified Account Annual Transaction Report

1. The Bank, as provided for in Article 37-11-3, Paragraph 7 of the Special Taxation Measures Law, shall deliver the Specified Account Annual Transaction Report by the thirty-first (31st) of January of the subsequent year, describing the transfer price of the Listed Stock etc. executed by the Customer during the year at the Specified Account with the Bank, the acquisition amount of such Listed Stock etc., the amount of expenses required for such transfer, the amount of income or profit pertinent to such transfer and other prescribed matters.
2. In case that the Contract is cancelled pursuant to Article 14, the Bank shall delivery the Specified Account Annual Transaction Report by the end of the subsequent month of the month to which the cause of such cancellation occurred.

<Article 13> Changes of Registered Matters

In case that the name or address of the Customer changes after the submission of the Form of Notice of Specified Account Opening under Article 3, the Customer shall submit, without delay, the Form of Notice of Change concerning the Specified Account describing the change, pursuant to the provisions of Article 25-10-4 of the Enforcement Ordinance of the Special Taxation Measures Law. At this event, the Customer shall submit the copy of certificate of residence, the certificate of seal impression, the driver's license and other documents designated by the Bank. The Bank shall not assume any responsibility which arises before this notice.

<Article 14> Abolishment of Specified Account

The Contract shall be cancelled in any of the cases in the following Items, and the Customer's Specified Account shall be abolished simultaneously with such cancellation:

- (i) In case that the Customer applies for cancellation. In this case, the Customer shall submit to the Bank the Form of Notice of Specified Account Abolishment (which means the one as provided for in Article 25-10-7, Paragraph 1 of the Enforcement Ordinance of the Special Taxation Law; the same shall apply hereafter.);
- (ii) In case that the Customer departs from Japan (which means the departure stipulated in Article 2, Paragraph 1, Item 42 of the Income Tax Law) due to transference to overseas etc., and becomes not to qualify as a resident or as a non-resident having a permanent establishment in Japan. In this case, the Customer is deemed to have submitted the Form of

Notice of Specified Account Abolishment;

- (iii) In case that the Bank proposes the cancellation due to an avoidable cause;
- (iv) In case that the Customer does not agree with the revision of the Terms and Conditions;
- (v) In case that the consignment for custody of the Listed Stock etc. at the Specified Account has not been made during the period ending on the thirty first (31st) of December of the year in which the date that is two (2) years from the date when no Listed Stock etc. Deposited in the Specified Account came to exist in the Customer's Specified Account. In this case, the Form of Notice of Specified Account Abolishment shall be deemed to have been submitted on the first (1st) of January of the subsequent year pursuant to the provisions of Article 25-10-7, Paragraph 3 of the Enforcement Ordinance of the Special Taxation Measures Law; and
- (vi) In case that the Form of Notice on Death of the Specified Account Opener has been submitted pursuant to the provisions of Article 25-10-8 of the Enforcement Ordinance of the Special Taxation Measures Law and that the procedures of inheritance or testamentary gift have been completed.

<Article 15> Revision of the Terms and Conditions

The Terms and Conditions may be revised in accordance with the change of laws and regulations, instructions of supervisory authorities, changes of various rules designated by financial instruments exchanges and Japan Securities Dealers Association, and in case that the Bank recognizes it necessary. If the contents of the revision shall restrict the existing rights of the Customer or impose new obligations to the Customer, the Bank shall notify the revised matters by means of notice on the Bank's web site or other means that the Bank recognizes as appropriate. In this case, if the Customer shall not have made an objection by the designated date, the Bank shall treat that the Customer has agreed to the revision of the Terms and Conditions.

<Article 16> Application

1. With regard to the matters not provided for in the Terms and Conditions, if there are provisions in "Section 1: HSBC Premier Account General Agreement" or "Section 18: Terms and Conditions for Integrated Investment Trust Account", such provisions shall apply.
2. In case of any discrepancy between the provisions of the Terms and Conditions and those of "Section 1: HSBC Premier Account General Agreement" or "Section 18: Terms and Conditions for Integrated Investment Trust Account", the Terms and Conditions shall prevail.

HSBC Premier Call Centre (24 hours / 365 days, toll-free)

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