

This English version of the Terms and Conditions shall be for reference purposes only. If there is any inconsistency between the English and in Japanese versions, the Japanese version shall prevail.

# Terms and Conditions for Commercial Card Membership

Effective as of January 12, 2023

## CHAPTER I General Provisions

### Article 1. (Members)

1. A Commercial Card Member (a "Member") is a legal entity or organization that applies for membership in the Commercial Card credit card transaction system ("Membership") of Sumitomo Mitsui Trust Club Co., Ltd. ("Trust Club") and is admitted to the Membership by Trust Club (a "Corporation") (including a Cardholder thereof). Corporations shall be limited to those that have their headquarters or main office in Japan, and in principle Cardholders shall be limited to parties having residences in Japan. If a Cardholder relocates overseas, Trust Club may reexamine its membership qualification.
2. An officer or employee of a Corporation with respect to whom the Corporation agrees to assume any and all liabilities that he/she owes to Trust Club (including but not limited to the payment of Card Shopping Charges) shall be a cardholder (a "Cardholder") if he/she applies to Trust Club for the Membership in joint names with the Corporation and if he/she is admitted to the Membership by Trust Club. The same admission procedures shall apply to any further Cardholders added by a Corporation that is already admitted.
3. In relation to an application for the Membership pursuant to the preceding paragraph, a program administrator who is designated by the representative of a Corporation in advance (excluding Administrators who are not authorized to apply for the Membership but are authorized only to handle personal information: an "Administrator") may apply on behalf of the representative.
4. A Corporation and a Cardholder thereof shall be jointly and severally liable for any and all obligations that each of them owes to Trust Club under the Terms and Conditions. However, a Cardholder's payment obligations shall be limited to those arising in connection with his/her own card use.
5. Notwithstanding the preceding paragraph, liabilities relating to cash advance services shall be borne by Corporations.
6. If, in relation to paragraphs 4 and 5 of this Article, the relevant Corporation and Trust Club agree in writing otherwise with respect to obligations that a Cardholder owes to Trust Club, such other agreement shall prevail.
7. The Commercial Card issued to a Cardholder by Trust Club and the Card Information relating to this card (the Cardholder name, card number, and valid term of the card stated on the card, the personal identification number, and the security code on the back of the card) are together referred to as a "Card."

### Article 2. (Time of Conclusion of Agreement, etc.)

1. The Commercial Card Membership Agreement will be concluded when Trust Club receives an application from a member for a credit card transaction and approves that application after examination.
2. The Terms and Conditions form part of the Commercial Card Membership Agreement in the previous paragraph. The Terms and Conditions and the provisions and special agreements relating to it are together referred to as the "Terms and Conditions, etc."

### Article 3. (Issuance and Handling of Cards)

1. Trust Club shall issue and lend Cards to Cardholders. Corporations themselves are not issued with Cards. The type of Cards shall be "Commercial Card" (which consists of VISA Card and Mastercard). Cards include IC Card equipped with IC Chip.
2. Upon a Card being lent by Trust Club, a Cardholder shall immediately sign his/her own name in the designated place for signature on the Card after checking that the name on the Card is that of his/her own. The Card may not be used by anybody other than the Cardholder who has signed his/her own name in the designated place for signature on the Card.
3. A Cardholder shall use and keep custody of his/her Card with the care of a good manager so that the Card is not used by any other person and shall agree in advance that particular acts such as the following can be the card management breach of duty:
  - (1) the Card shall not be kept at any location where there is a risk that the Card will be stolen or there will be unauthorized use of card information by a third party;
  - (2) the Card shall not be presented or used in case it is difficult to make accurate judgment under any circumstance caused by alcohol consumption, etc.;
  - (3) to reply to an e-mail or a SMS message from a stranger or respond via social media such as social network services, etc. or voluntarily enter his/her Card Information, etc. when accessing an unknown website, etc.; or
  - (4) the Card shall not be left to third parties (including family members; the same shall apply hereunder) regardless of the reasons.
4. Cards are owned by Trust Club. A Cardholder shall not engage in acts that infringe Trust Club's ownership rights such as assigning his/her Card to a third party or pledging the Card. A Cardholder may not transfer the possession of the Card to any third parties, or let third parties use or know the Card in any manner whatsoever.
5. In the event that a Member breaches this article or the Terms and Conditions, etc. and a Card is used by third parties, the relevant Member shall bear liability for charges on the card use and any other losses arising therefrom in accordance with the provisions of the Terms and Conditions, etc.
6. The valid term of a Card shall be prescribed by Trust Club and stated on the face of the Card. Trust Club shall issue a new Card with a renewed valid term to a Cardholder who does not file a withdrawal application by the valid term and

is deemed, by Trust Club, to remain qualified for the Membership; provided, however, that renewal may be withheld with respect to a Cardholder who does not use the card for a certain period of time.

7. If Trust Club suspects an unauthorized use by a third party or possibility thereof with respect to any Card, Trust Club shall immediately suspend the use or invalidate the Card without prior notice to a Member and issue a replacement. A Member shall agree to the foregoing in advance. In this case, the relevant Member shall cooperate with any investigation that Trust Club may conduct in relation to the damage from the unauthorized use. Furthermore, if the Cardholder wishes to use the Card again after being withheld or declined as a result of the above measures, the Cardholder shall perform the operation to use the Card again.

#### **Article 4. (Purpose of Card Use)**

1. A Cardholder shall, unless otherwise agreed between his/her Corporation and Trust Club, use his/her Card only for the purposes of the Corporation's business.
2. Even in cases where a Cardholder uses his/her Card in breach of the preceding paragraph, the Member shall not be released from its payment obligations.

#### **Article 5. (Annual Membership Fee)**

A Member shall pay the prescribed amount of annual membership fee to Trust Club by the same manner of payment as that set forth in paragraph 2 of Article 9 on the date that Trust Club notifies to the Member by sending a statement of charges. Payment of the annual membership fee will take priority over payment of all of Member's obligations to Trust Club. The annual membership fee already paid shall not be refunded in principle on the ground of withdrawal or cancellation of the Membership or for any other reasons whatsoever. Member may not refuse payment of the annual membership fee on the grounds that use of the Card has been suspended (including suspension of provision of the Supplementary Services).

#### **Article 6. (Personal Identification Number)**

1. Trust Club shall register a personal identification number ("PIN") for each Card based on the relevant Cardholder's request. The Cardholder may not use the same number in four digits (such as 0000 or 9999, etc.) or any other numbers that may be easily guessed by a third party including but not limited to the date of birth and telephone number. If there is no request from the Cardholder, Trust Club shall register a PIN in a manner designated by Trust Club and notify the foregoing number to the relevant Cardholder. The Cardholder may change the PIN in a manner designated by Trust Club.
2. A Cardholder shall manage his/her PIN with the care of a good manager so that they do not become known to other persons. A Member shall be liable to pay any and all obligations, losses, and so forth, arising from the card use by the Cardholder or any other third party upon entering of registered PIN, except where there is a fault on the part of Trust Club.

#### **Article 7. (Supplementary Services, etc.)**

1. A Cardholder may receive Supplementary Services and benefits incidental to his/her Card ("Supplementary Services,

etc.") that Trust Club provides itself or through a contractor associated with Trust Club (a "Service Affiliate").

2. A Cardholder shall comply with the rules and regulations, etc. that may be prescribed for the use of Supplementary Services, etc., if any, and acknowledge in advance that some Supplementary Services, etc. may not be available.
3. Members acknowledge in advance that Supplementary Services, etc. maybe stopped, terminated or altered without any prior notice to the Member whenever Trust Club or the relevant Service Affiliate considers necessary.

#### **Article 8. (Total Credit Line and Restriction of Use)**

1. The credit line for each Cardholder shall be determined for each card by Trust Club upon examination. Trust Club may set a total credit limit for each Corporation in addition to a total credit line for each Card. However, even in such a case, the aggregate amount of the total credit lines for each Card shall be within the total credit line set for each Corporation.
2. If Trust Club deems appropriate, it may set the following sub-lines within a total credit line (collectively, "Sub-lines") in principle:
  - (1) a credit line for shopping one lump-sum payment is a credit line set for shopping one lump-sum payment. A credit line for shopping one lump-sum payment shall be the amount not exceeding the total credit line less the balance of use of the item (2) of this paragraph; and
  - (2) cash advance/card loan credit lines are credit lines for cash advance services and card loan.
3. Trust Club shall notify the total credit line and Sub-lines for each card to the Corporation or the Cardholder by means prescribed by Trust Club including but not limited to a card carrier and statement of charges.
4. Trust Club may change total credit lines and Sub-lines as necessary and limit the total credit line for each Cardholder without any prior notice to the Corporations or Cardholders.
5. Amounts subject to a total credit line include charges on purchases of goods, charges on services, for the principle of cash advances, and any other charges and interest or fees on any goods and services provided by Trust Club.
6. In relation to any card use by a Cardholder, Trust Club may receive an inquiry from any of the service establishments of Trust Club listed in the following items (the "Service Establishments") if the amount of a particular use exceeds the maximum amount per use separately designated by Trust Club or for any other reasons:
  - (1) Trust Club's Service Establishments;
  - (2) Service Establishments of credit card companies with which Trust Club is associated in relation to service establishment operations (i.e. businesses of acceptance of cards and credit sales); or
  - (3) Service Establishments of companies or organizations handling service establishment operations for international brand cards issued by Trust Club.
7. Trust Club shall bear no obligation to provide credit to Member as a result of setting a total credit line or Sub-lines. If any of the following grounds arise, Trust Club may reject

the use in question without any prior notice to the Member or the Service Establishment:

- (1) the total credit line prescribed in paragraph 1 to 5 of this Article is exceeded;
  - (2) if the particular use by the relevant Cardholder of his/her Card violates or is likely to violate the Terms and Conditions, etc. and other provisions;
  - (3) when the Card is used to purchase goods or services, whose owners name is officially registered such as a vehicle and a real property, in the name of a third party, not the Member, and when the Company determines that it is not appropriate;
  - (4) if Trust Club considers the card use by a Cardholder to be inappropriate for reasons including but not limited to being a purchase of merchandise for resale;
  - (5) if Trust Club considers inappropriate any card use at a Service Establishment as stipulated in the preceding paragraph of this Article; or
  - (6) if other than the preceding items, Trust Club recognizes it to be necessary to ensure the soundness of Card transactions.
8. If Trust Club considers the use to be inappropriate, Trust Club may request the Member to return his/her Card through the relevant Service Establishment or credit card company with which Trust Club directly or indirectly associates, or a bank or credit card company (a "Company Contracted with Service Establishment") associated with the relevant international organizations (VISA Worldwide or Mastercard Worldwide for VISA Cards or Mastercards respectively, the same shall apply hereunder). In this case, the Cardholder shall comply with the request and return his/her Card to Trust Club.
9. The Member shall be liable to pay to any card use by a Member in excess of the credit line in paragraph 1 of this Article.

#### **Article 9. (Settlement of Charges)**

1. A Corporation is liable for charges for purchases of goods or services (the "Card Shopping Charges"), repayments for cash advances set forth in Article 34, and other amounts that should be paid on the applicable Payment Dates that are set forth in Article 32 for each payment type for Card Shopping Charges and cash advances that the Member owes to Trust Club under the Terms and Conditions, etc. ("Contracted Payment Obligations"). The calculation of Contracted Payment Obligations shall be closed on the 15th day (the "Closing Date") of each month in principle. If shopping or cash advances (limited to use of Cash Dispensers as defined in Article 34 that are located within Japan) are used within Japan, those for which card usage data has reached Trust Club from Service Establishments and financial institutions ("Service Establishments, etc.") and for which Trust Club has finalized payments to the Services Establishments, etc. will be used for calculation of the Contracted Payment Obligations. Other card usage data will be processed on the following business day of Trust Club and used for the calculation of the Contracted Payment

Obligations on the Closing Date in the following month, depending on the time of the day when such data reaches Trust Club

2. The Member shall pay the Contracted Payment Obligations on the 10th day (the 8th day for some financial institutions) of the month following the Closing Date (or the following business day if the 10th day is not a business day of financial institutions: the "Payment Date") into a deposit account opened at a financial institution as designated by Trust Club (a "Payment Account") by means of account transfer, collection by servicer, or automatic transfer (the "Account Transfer, etc."); provided, however, that when Trust Club deems it necessary or based on administrative circumstances, Trust Club may receive payments by remittance into a deposit account that it designates. If Trust Club's advance consent is obtained, other methods may be used instead. Further, Trust Club may designate dates other than those stated above as the Closing Date and the Payment Date for Members. In this case, Trust Club shall notify Members of the Closing Date and the Payment Date so designated in sending statements of charges prescribed in paragraph 7 of this Article or another method designated by Trust Club. Based on administrative procedure circumstances, this may be the payment date two or more months after the Payment Date.
3. Notwithstanding the provisions of the preceding paragraph, if the Account Transfer, etc. cannot be completed for reasons including but not limited to an insufficiency of funds in the Payment Account, the Member shall promptly arrange for a remittance into a bank account designated by Trust Club so that the relevant Contracted Payment Obligation is fully paid, or upon instruction from Trust Club, if any, arrange that an Account Transfer, etc. of the whole or a part of the unpaid Contracted Payment Obligation may be made on the day designated by Trust Club. However, the above Account Transfer, etc. or remittance into a bank account designated by Trust Club is just a means of performance of the Contracted Payment Obligation and does not mean that the Cardholder himself/herself is obliged to perform the Contracted Payment Obligation. After the said Account Transfer, etc., Trust Club shall not reimburse the Cardholder for the amount paid by the Account Transfer, etc. for any reasons whatsoever. However, the Corporation shall be obliged to indemnify the Cardholder for that amount.
4. Notwithstanding the provisions of the preceding three paragraphs, if Trust Club prescribes otherwise in relation to the manner of payment, or if Trust Club's advance consent is obtained, a Member may use any other manner of payment instead.
5. If charges for any card use are denominated in a foreign currency (including charges in a foreign currency for any card use in Japan), the charges shall be converted into Yen in accordance with the procedures designated by an associated international organization in the relevant country at the conversion rate that multiplied the certain rate by the standard rate designated by the relevant associated international organization or Trust Club. A Member shall

agree to the foregoing in advance with respect to the use of his/her Card and shall not raise any objection to Trust Club with regards to the conversion rate. However, if Trust Club and a Corporation separately enter into an agreement concerning the conversion rate, such other agreement shall prevail. Further, the standard rate shall only be applied to any use of cash advance services overseas.

6. If a Member fails to pay the relevant obligations on the corresponding Payment Date in paragraphs 2 and 3 of this Article, the Member shall pay the unpaid obligation in a manner designated by Trust Club. The costs of payment in such designated manner shall be borne by the Member as a matter of course.
7. By the Payment Date in each month, Trust Club shall notify each Member of the monthly amount of Contracted Payment Obligations set forth in paragraph 1 of this Article in a manner prescribed by Trust Club including but not limited to a statement to the address that the Member has notified to Trust Club. Trust Club may, for its own reasons, change the manner to deliver statements of charges to Members.
8. If a Member does not raise any objection to Trust Club within fourteen (14) days after receiving a statement of charges in the preceding paragraph, the Member may be treated as having no objection to the contents of that statement of charges. In this case, it may not be possible to assert exemption from the Payment Obligations or make a claim for a refund from Trust Club.
9. A Member may request Trust Club to reissue a statement of charges. However, such reissuance shall be limited for any statement of charges issued within six (6) months prior to the month of reissuance request. In this case, the Member shall pay a reissuance fee prescribed by Trust Club.

#### **Article 10. (Appropriation of Payment, etc.)**

1. If the amount paid by a Member is insufficient to fulfill its obligations to Trust Club based on the Terms and Conditions, etc. or other agreements in full, Trust Club may, without any prior notice to the Member, appropriate such amount to the payment of any obligations in an order and manner that Trust Club designates, and the Member shall not raise any objection to such appropriation.
2. If the amount paid for a Member's payment obligation exceeds the amount to be paid when due as set forth in the Trust Club agreement (including the provisions of this Terms and Conditions, etc., any individual agreement with the Member or other payer, or any designation by Trust Club based on these agreements), a Member shall agree in advance that relevant excess amount may be, as a matter of course and without any notice to the Member or other payer, appropriated to the Member's obligations to Trust Club (unless otherwise specified by Trust Club) on the dates and in the order and manner that Trust Club designates, irrespective of whether any of their payment has fallen due or not. Any and all disputes with the payer arising from this shall be resolved by the Member.

#### **Article 11. (Burden of Cost)**

A Member shall, even after the cancellation or withdrawal of the Membership, bear costs including but not limited to stamp duties as well as costs for filing of petition with respect to the Member for payment demand, compulsory execution, preservation, and preparation of notarial deeds, among any and all costs and expenses that Trust Club incurs in taking legal actions. The costs for an investigation, etc. conducted by the Member shall be borne by the Member as a matter of course.

#### **Article 12. (Reexamination of Membership Qualification, etc.)**

1. Trust Club may reexamine the eligibility of a Member and his/her credit lines available for the Member on a regular and ad-hoc basis. In this case, the Member shall furnish Trust Club with such materials as requested by Trust Club.
2. Trust Club may suspend use of the Card or take other necessary measures until the Member complies with the request for furnishment of materials from the previous paragraph.

#### **Article 13. (Rejection of Deals with Anti-social Forces)**

1. Members; representatives of Corporations, directors, representatives in membership application (including Administrators), prospective Cardholders, substantial controllers, and employees of Corporations; and any other similar persons (referred to as a "Member, etc." hereafter in Article 13 and 14) hereby represent and warrant that each of them does not and will not fall under any of the followings:
  - (1) an organized crime syndicate (Boryokudan);
  - (2) a member of an organized crime syndicate or a past member of such a syndicate with respect to whom 5 years have not elapsed after withdrawal;
  - (3) a quasi member of an organized crime syndicate;
  - (4) an enterprise connected with an organized crime syndicate;
  - (5) a corporate extortionist (Sokaiya) etc., gangster proclaiming to be a social activist, etc., group committing special intellectual crimes, or any other similar person/entity;
  - (6) an associate of any of the foregoing (a "member, etc. of an organized crime syndicate");
  - (7) a person/entity subject to economic sanctions by the Japanese government or any foreign national governments, etc.; or
  - (8) any other person/entity that Trust Club recognizes as being similar to any of the foregoing.
2. "An associate of a member, etc. of an organized crime syndicate" set forth in item (6) in paragraph 1 is a person/entity falling under any of the followings:
  - (1) those who increase their own profits by taking advantage of fund raising activities conducted by a member, etc. of an organized crime syndicate or utilizing force, the information-gathering ability and the funding ability, etc. of a member, etc. of an organized crime syndicate;
  - (2) those who have any relationship of which operation is recognized as being governed by a member, etc. of an

organized crime syndicate or recognized as practically involving a member, etc. of an organized crime syndicate;

- (3) those who have any relationship recognized as unduly utilizing a member, etc. of an organized crime syndicate;
  - (4) those who have any relationship supplying funds or providing benefits for a person, knowing that he/she is a member, etc. of an organized crime syndicate; or
  - (5) those who have any socially disapproved relationship with a member, etc. of an organized crime syndicate.
3. Members, etc. hereby represent that each of them shall not directly or through a third party conduct any of the following:
- (1) to make a violent demand;
  - (2) to make an unfair demand beyond Trust Club's legal liability;
  - (3) to use threatening language or exercise violence in relation to Card transactions (including but not limited to the use of Cards, payment of charges, and use of Supplementary Services, etc.);
  - (4) to damage Trust Club's reputation or interfere with Trust Club's business by disseminating rumors, or using fraudulent means or threatening forces; or
  - (5) any other act that is similar to any of the foregoing.
4. If Trust Club recognizes that any of Members, etc. has fallen under or is likely to fall under any of the following, Trust Club may reject the membership application relating to such a person/entity:
- (1) if any of the items in paragraph 1 of this Article becomes applicable to the person/entity;
  - (2) if the person/entity commits an act falling under any of the items listed in the preceding paragraph; or
  - (3) if the person/entity turns out to have made a false statement in relation to any of the representations and warranties pursuant to the provisions of paragraph 1 of this Article or the preceding paragraph.
5. If Trust Club recognizes that any of Members, etc. has fallen under or is likely to fall under any of the items in the preceding paragraph, the provisions of Article 15 shall be applied mutatis mutandis to the person/entity and Trust Club may take measures including but not limited to the suspension of use or lending of Card, legal actions, and cancellation of Membership with respect to the person/entity.

#### **Article 14. (Politically Exposed Persons)**

1. If a Member, etc. falls currently or fell formerly under any of the following items, the Member, etc. shall report to Trust Club the relevant item(s), the relevant foreign country name, the government post and the job status (incumbent or not):
  - (1) if the position of the Member, etc. has significance with respect to the Act on Prevention of Transfer of Criminal Proceeds (e.g. head, cabinet minister, ambassador or envoy of a foreign state, a foreign central bank or the like);
  - (2) if the Member, etc. has a family who holds any of the positions prescribed above (e.g. spouse including a partner who is not legally married but has a common-

low marriage to the Member, etc., parents, children, siblings and the spouse's parents and children); or

- (3) if the Member, etc. has a corporate personality and its substantial controller falls under the item (1) or (2).
2. If a Member, etc. falls under any of the items of the preceding paragraph, or if Trust Club otherwise recognizes that it is the case, the Member, etc. shall agree in advance that Trust Club confirms identity of the Member, etc. at the time of transaction in accordance with legal requirements and shall submit documents required for other procedures. If the identity of the Member, etc. is not verified at the time of transaction, the provisions of Article 15 shall be applied mutatis mutandis to the person and Trust Club may take measures including but not limited to the suspension of use or lending of Card and cancellation of Membership with respect to the person.
3. If a Member, etc. falls under the paragraph 1 of this Article, or if Trust Club otherwise recognizes that it is the case, the Member, etc. shall agree in advance that he/she cannot receive services designated by Trust Club.

#### **Article 15. (Suspension of Use or Lending of Card, Legal Actions and Cancellation of Membership, etc.)**

1. If a Member breaches or is likely to breach the Terms and Conditions, etc. by reasons including but not limited to a delinquent payment, if Trust Club believes that there are suspicious circumstances in relation to any card use by the Member, if the reexamination under Article 12 is conducted, or if Trust Club otherwise considers necessary, Trust Club may take any of the following steps immediately without any prior notice to the Member:
  - (1) to suspend the use of the Member's Card;
  - (2) to suspend the use of Supplementary Services, etc.;
  - (3) to suspend lending and request a return of the Member's Card;
  - (4) to notify the Service Establishments, etc. of the nullification of the Member's Card; or
  - (5) to take legal actions as deemed necessary by Trust Club.
2. The steps set forth in the items in the preceding paragraph shall be implemented through the Service Establishments, etc. and in any other manner prescribed by Trust Club.
3. If a Member falls under or is likely to fall under any of the following, Trust Club may cancel the Membership of the Member at any time without any notice or demand:
  - (1) if the Member makes a false statement at the time of or after the Member's admission to the Membership;
  - (2) if the Member breaches any of the provisions of applicable laws and regulations or the Terms and Conditions, etc. and this breach is a material breach;
  - (3) if any of the items in paragraph 1 of Article 18 become applicable;
  - (4) if the credit standing of the Member changes in a material way;
  - (5) if the Member fails to provide documents that are necessary for identification or other similar purposes;
  - (6) if Trust Club determines that there has been use for

transactions that violate laws and regulations relating to money laundering, terrorism financing, and economic sanctions, etc.;

- (7) if Trust Club determines that Member's use of the Card is inappropriate or suspicious, such as when the following prohibited actions relating to shopping usage are performed or there is a risk that they will be performed;
    - i. if the Member uses any part of the total credit line in order to raise funds by purchases of goods or services with a view to exchanging them for money or fictitious transactions; or
    - ii. if the Member uses any part of the total credit line for purchase of bills and coins in circulation, overseas gambling on the Internet, etc., or overseas public lottery transaction.
  - (8) if Trust Club recognizes that there is, or there is likely to be, use of the Card by a third party or unauthorized, inappropriate, or unsuitable Card use based on the status of payment of charges on the Card or management of the Card;
  - (9) if Trust Club does not issue a renewal card and the valid term of the Member's Card has expired; or
  - (10) if Trust Club recognizes that a ground on which the Member falls under any of the items (1) to (9) above in relation to any other terms and conditions, etc. executed between the Member and Trust Club has arisen.
4. In case of cancellation of Membership pursuant to the preceding paragraph, Trust Club shall not indemnify any loss, damage, costs or expenses that a Member may incur as a result of such cancellation.
  5. If any of the provisions of paragraph 3 and the preceding paragraph of this Article becomes applicable to a Member, the Cardholder's rights to receive Supplementary Services, etc. set forth in Article 7 (including those accrued prior to the cancellation of Membership) shall be lost.
  6. A Member shall, even after the cancellation of Membership, be liable to pay the outstanding obligations under the Terms and Conditions, etc. that are owed to Trust Club (including those become known to Trust Club after the cancellation) in accordance with the Terms and Conditions, etc.
  7. If Trust Club recognizes that a Corporation breaches or is likely to breach any of the provisions or prohibitions in this Article or any other part of the Terms and Conditions, etc., all other Cardholders of that Corporation shall also be subject to the same measures taken by Trust Club.

#### **Article 16 (Prohibition of malicious nuisance)**

1. The Member shall not menace employees of the Company or its contractor nor take any of the following acts that harm the tranquility of their personal life, any act in which the content or form of the request is deemed inappropriate in light of socially accepted ideas, as well as any act that may cause disturbances in smooth offering of services to the Member:
  - (1) violence, threat, intimidation;

- (2) verbal abuse, obscene speech, sexual harassment, defamation, other behavior that attacks personalities;
- (3) discriminatory statements regarding race, ethnicity, origin, occupation and other matters;
- (4) restraint of employees for a long period of time.
- (5) authoritative attitude;
- (6) unfeasible requirements, forcing special responses; or
- (7) demand for money and goods.

2. If the Company finds that the Member falls under or is likely to fall under any of the items in the preceding paragraph, the provisions of Article 15 shall apply mutatis mutandis, and the Company shall suspend card use and assignment, take legal action, and cancel the membership qualification, etc.

#### **Article 17. (Withdrawal from Membership)**

1. A Member may withdraw from the Membership at any time by applying to Trust Club for withdrawal in a manner prescribed by Trust Club. If a Member withdraws from the Membership, the supplementary cards incidental to the Cards that Trust Club lends to a Member pursuant to the Terms and Conditions, etc. (the "Supplementary Cards") shall also be withdrawn as a matter of course. Members acknowledge that a withdrawn Member's Card and supplementary cards may not be used in any manner whatsoever after the processing of the Member's withdrawal is completed.
2. If a Corporation withdraws from the Membership, the relevant Member shall return to Trust Club all of the Cards and Supplementary Cards lent to the Cardholders of the Corporation, since all Cardholders of that Corporation shall also be automatically withdrawn from the Membership. However, if there is an instruction of destruction from Trust Club, the Member shall comply with the instruction and dispose of the Cards upon cutting magnetic strips thereon (and IC chips as well, in cases of IC Cards) and making the Cards unusable.
3. In cases of paragraph 1 and the preceding paragraph of this Article, a Member shall immediately pay all of the outstanding obligations under the Terms and Conditions, etc. in full regardless of the Payment Dates thereof in a manner of payment accepted by Trust Club. In this case, the relevant Member shall be withdrawn from the Membership upon the full payment of any and all outstanding obligations under the Terms and Conditions, etc.
4. The provisions of this Article shall also apply to the withdrawal from the Membership of only a part of the Cardholders in a Corporation.
5. Trust Club may proceed with the withdrawal procedures for a Cardholder with respect to whom a certain period of time has elapsed after the withholding of renewal.
6. If a Member applies for withdrawal from the Membership pursuant to this Article, the Member's rights to receive Supplementary Services, etc. (including those accrued prior to the application for withdrawal) shall be lost.

#### **Article 18. (Forfeiture of Benefit of Time)**

1. If a Member falls under any of the following items, all of the

Member's outstanding obligations under the Terms and Conditions, etc. shall be accelerated and become immediately payable by the Member:

- (1) if the Member fails to pay any of the Contracted Payment Obligations on the relevant Payment Date even for once;
  - (2) if a bill or check drawn by the Member becomes dishonored or if the Member suspends payments in general;
  - (3) if a petition for attachment, provisional attachment, or provisional disposition is filed against the Member, or if the Member becomes subject to a coercive tax collection or preservative attachment;
  - (4) if a petition for commencement of bankruptcy proceedings, civil rehabilitation proceedings, special liquidation or corporate reorganization proceedings, or any other similar legal insolvency proceeding is filed against or filed by the Member; or
  - (5) if the Member's whereabouts become unclear for reasons attributable to the Member.
2. If a Member falls under any of the following items, all of the Member's outstanding obligations under the Terms and Conditions, etc. shall be accelerated and become immediately payable by the Member upon request by Trust Club:
- (1) if the Member violates any of its obligations under the Terms and Conditions, etc., and thereby commits a material breach of the Terms and Conditions, etc.; or
  - (2) if the Member's credit standing otherwise deteriorates considerably.

#### **Article 19. (Delinquency Charge)**

A Member shall pay a delinquency charge at the rate of 14.56% (14.60% for a leap year) per annum on the Contracted Payment Obligations for the period from the following day of the Payment Date to the date of actual payment if he/she is delinquent in the payment of Contracted Payment Obligations, or on the total outstanding obligations for the period from the date of acceleration to the date of full payment if he/she becomes subject to an acceleration. Further, a Member shall pay a delinquency charge at the rate of 19.94% (20.00% for a leap year) per annum on the principal amount due out of the Contracted Payment Obligations for the period from the following day of the contracted Payment Date to the date of actual payment if he/she is delinquent in the payment of cash advance, or on the principal amount due out of the outstanding obligations for the period from the date of acceleration to the date of full payment if he/ she becomes subject to an acceleration in relation to the cash advance. The calculation of all delinquency charges shall be made on a pro-rated daily basis using 365-day a year (366-day for a leap year).

#### **Article 20. (Loss, Theft, Falsification and Reissuance of Card)**

1. If a Card of a Member or the Card Information thereof is used by a person other than the Member due to the loss or theft, etc. (including but not limited to the fraudulent use of a card

number), any and all payment obligations arising from such a use shall be subject to the Terms and Condition, etc. and payable by the Member; provided, however, that Trust Club shall exempt the Member from the payment obligations arising on or after the day that is 60 days prior to the date of receipt of the notification by Trust Club if the Member promptly notifies the fact of loss or theft, etc. to Trust Club directly by telephone or any other means, reports to the nearest police station to that effect, and submits a document prescribed by Trust Club.

2. Notwithstanding the proviso to the preceding paragraph, if any of the following items becomes applicable, no payment exemption shall be granted:
  - (1) if the loss or theft, etc. is caused by willful misconduct or gross negligence of the Member;
  - (2) if a person related to the Cardholder including but not limited to a family member, relatives, co-resident, house sitter, or any other person handling personal care tasks for the Cardholder based on entrustment is involved in the loss or theft, etc., or misuses the Member's Card;
  - (3) if the loss or theft, etc. occurs in times of war, earthquakes or any other significant social disorder;
  - (4) if any losses arise in relation to a card use upon PIN confirmation by checking the entered number against the registered PIN;
  - (5) if the loss or theft, etc. takes place in any circumstances constituting a breach of the Terms and Conditions, etc.; or
  - (6) if the Member refuses to submit any document requested by Trust Club or makes a false statement in a document submitted to Trust Club, or if the Member does not cooperate with an investigation into damage from unauthorized use that is conducted by Trust Club.
3. A Member shall not be liable for the payment of charges related to any use of falsified Cards.
4. Notwithstanding the provisions of the preceding paragraph, a Member shall be liable for the payment of charges arising from (1) the loss, theft, or fraudulent use of falsified Card or stolen card number which is taken place during and within one year after any breach of Article 3 and Article 6 of the Terms and Conditions by the Member, and (2) a falsified Card if the production or use of the falsified Card is attributable to willful misconduct or negligence on the part of the Cardholder.
5. A Member shall cooperate with an investigation into the state of damage that may be conducted by Trust Club or any other entity.
6. Trust Club may reissue Cards in cases where it deems appropriate. A Member having a Card reissued shall pay a reissuance fee prescribed by Trust Club.

#### **Article 21. (Changes of Notified Particulars)**

1. If there is any change in a Member's particulars that are notified to Trust Club including but not limited to the trade name, personal name, address, phone number, e-mail address, representative, Administrator, place of work,

Payment Account, purpose for conducting transactions, and business details, or if a Cardholder is added to or withdrawn from the Membership, the Member shall notify Trust Club of the relevant change without delay in a manner prescribed by Trust Club.

2. If a notice, document, or any other item that is sent to a Member from Trust Club (a "Sent Item") is delayed or fails to arrive due to the lack of notification in the preceding paragraph, the Sent Item shall be deemed to have reached the Member at the time when it should have normally arrived. However, this shall not apply if such notification is not made due to unavoidable circumstances.
3. If a Sent Item is returned to Trust Club due to the address being unknown or any other reasons as a result of the lack of notification in paragraph 1 of this Article, Trust Club may contact the Member for confirmation or take other necessary steps. If the Sent Item is still not delivered to the Member despite the said steps, Trust Club may suspend the use of the Member's Card or take other measures as set forth in Article 15. Members agree in advance that the same measures shall also be taken against those receiving statements of charges in an electromagnetic manner.

#### **Article 22. (Telephone and Online Transactions, etc.)**

1. A Cardholder may apply for a service designated by Trust Club, inquire to Trust Club, and make notifications, etc. set forth in the preceding Article by telephone or on the Internet (a "Telephone Transaction, etc.").
2. In principle, a Cardholder shall make a Telephone Transaction, etc. by using his/her PIN or in any other authentication manner separately designated by Trust Club. The contents of the transaction shall be recorded or captured, and stored by Trust Club for a reasonable period of time.

#### **Article 23. (Disclosure and Provision of Information on Members and Card Use)**

1. Trust Club may disclose to a Corporation the information concerning a Cardholder as well as the Card Information including but not limited to the information on transactions between Trust Club and the Member and the amount of card use with respect thereto, which Cardholders hereby accept in advance.
2. Trust Club may disclose to Sumitomo Mitsui Trust Holdings, Inc., its consolidated subsidiaries and equity method affiliated companies stated on the securities report (information is handled in compliance with the Financial Instruments and Exchange Act and related statutes where such shared use is restricted by such laws and regulations), the information prescribed in the "Agreed Provisions and Important Matters regarding Handling of Personal Information (the "Agreed Provisions") among the information concerning Members as well as any and all transactional information between Trust Club and Cardholders including amounts of use, which Members hereby accept in advance.
3. Trust Club may disclose the information prescribed in the Agreed Provisions among the information concerning

Cardholders as well as any and all transactional information between Trust Club and Members including amounts of use to the Allied Companies as defined in paragraph 4 of Article 1 of the Agreed Provisions ("Allied Companies") for the purposes set forth therein, which Members hereby accept in advance.

#### **Article 24. (Confirmation of Separate Agreements)**

A Corporation shall notify its Cardholders in writing, etc. of any separate agreements arising in relation to the Terms and Conditions, etc. with Trust Club and the contents thereof, which Cardholders hereby accept in advance.

#### **Article 25. (Submission of Documents)**

1. If it becomes necessary under any of the applicable laws and regulations, etc., Trust Club may request a Member to submit documents prescribed by Trust Club.
2. Trust Club may request a Member to submit certain documents on a regular or ad-hoc basis for identification or confirmation of card use and the Member shall cooperate with the request.
3. If Trust Club otherwise considers necessary in cases, including but not limited to, where a Member fails to comply with the provisions of paragraph 1 and the preceding paragraph of this Article, Trust Club may restrict or suspend the use of the Cardholder's Card.
4. Even if the use of a Member's Card is restricted or suspended by Trust Club pursuant to the provisions of the preceding paragraph, the Member shall pay the obligations owed to Trust Club in accordance with the Terms and Conditions, etc.

#### **Article 26. (Agreed Jurisdiction)**

Members agree that any disputes arising in relation to the Terms and Conditions, etc. shall be subject to the jurisdiction of a summary court and a district court having jurisdiction over the relevant Member's address, place of purchase, or head office or relevant branch of Trust Club, regardless of the amount in dispute.

#### **Article 27. (Governing Law)**

Any and all agreements between a Member and Trust Club shall be governed by and construed in accordance with the laws of Japan. Member hereby agrees that the Allied Companies are subject to the laws and regulations of Japan and other jurisdictions (including but not limited to the US tax laws) and that Trust Club takes appropriate measures (including but not limited to collection, provision, use of information on the contracts and personal information, withholding, and report and remittance to relevant governmental bodies) to comply with the applicable laws and regulations.

#### **Article 28. (Amendment of Terms and Conditions, etc.)**

Trust Club may change the Terms and Conditions after notifying Members in advance by publishing a notice to the effect that it is changing the Terms and Conditions on its



website along with the details of the changes and their effective date, or another suitable method in accordance with the provisions of the Civil Code in order to respond to changes in social and economic conditions or the revision or repeal of laws and regulations, to change the Company's operations or systems, or when otherwise necessary. If there are any special agreements or provisions that are inconsistent with the Terms and Conditions, etc., such special agreements or provisions shall prevail. In the event that a Japanese and English version exists, the Japanese version shall prevail.

#### **Article 29. (Assignment of Contractual Status, etc.)**

1. Members hereby give overall advance consent without objection to any transfer to a third party of Trust Club's contractual status under the Terms and Conditions, etc. that Trust Club may make in the future.
2. Members hereby give advance consent without objection to any assignment by Trust Club of its claims against any Member under the Terms and Conditions, etc. to a third party including but not limited to a servicer.

### **CHAPTER II Card Shopping Provisions**

#### **Article 30. (Manner of Card Use)**

1. A Cardholder may purchase goods or receive services by presenting his/her Card to a Service Establishment and entering his/her PIN into the designated credit card terminal or having the credit card terminal read his/her Card, or by providing his/her signature identical to the signature on the back of the Card on the designated sales voucher, etc. However, if the credit card terminal is out of service, or if Trust Club designates another method as appropriate, Cardholders may be asked to use the Card using the different method.
2. Notwithstanding the preceding paragraph, for mail-order purchases, etc. or at some Service Establishments that Trust Club deems appropriate, a Cardholder may purchase goods or receive services by notifying his/her Card Information, etc. without presenting his/her Card. When a Cardholder uses his/her Card by using such method, he/she may be required by a Service Establishment to use the Cardholder authentication service or other method designated by the Service Establishment. In such a case, the Cardholder shall use the Card in accordance with the relevant method.
3. In case of IC Card use at Service Establishments designated by Trust Club, Cardholders may make the entry of their PIN into the credit card terminals instead of signing on sales vouchers. However, at Service Establishments with a broken credit card terminal or other methods especially approved by Trust Club are available, Cardholders may be asked to proceed with another payment method.
4. If Trust Club considers that a Cardholder's Card is likely to be used in a fraudulent manner by a third party, Trust Club may withhold or decline the use of the Card and approve the use upon inquiry from the relevant Service Establishment or Company Contracted with Service Establishment. Cardholders agree in advance that Trust Club may follow the prescribed procedures for identification in such

circumstances. Furthermore, if a Cardholder wishes to use the Card again after being withheld or declined as a result of the above measures, the Cardholder shall perform the operation to use the Card again.

4. If Trust Club considers that a Cardholder's Card is likely to be used in a fraudulent manner by a third party, Trust Club may withhold or decline the use of the Card and approve the use upon inquiry from the relevant Service Establishment or Company Contracted with Service Establishment. Cardholders agree in advance that Trust Club may follow the prescribed procedures for identification in such circumstances. Furthermore, if a Cardholder wishes to use the Card again after being withheld or declined as a result of the above measures, the Cardholder shall perform the operation to use the Card again.
5. If Trust Club considers that a particular card use by a Cardholder violates or is likely to violate the Terms and Conditions, etc. or is otherwise inappropriately purposed, Trust Club may reject the use by the Cardholder.
6. A Cardholder shall, in order to cancel a purchase of goods or services for which his/her Card is used, comply with the designated procedures including but not limited to the signing of a cancellation voucher in the same manner as on the back of the Card.
7. A Cardholder may use his/her Card in relation to a continuous service designated by Trust Club including but not limited to the settlement of communication charges by registering the Card Information with a relevant Service Establishment in advance. If his/her Card becomes unusable due to a change of any particulars including but not limited to the card number or valid term, withdrawal or cancellation of Membership, or any other reasons, the Cardholder shall immediately take necessary steps to change the manner of settlement upon notifying the relevant Service Establishment to that effect. If the Cardholder does not make this change, even after the withdrawal or cancellation of the Membership, the Member shall be liable for the payment of charges with respect to transactions arising from the relevant Service Establishment pursuant to provisions hereof. If the Member receives a separate instruction from Trust Club in respect of such manner of settlement, the Cardholder shall comply with the separate instruction.
8. In relation to the preceding paragraph, if any particulars including but not limited to the card number change due to a change of card type or other similar reasons, or if Trust Club otherwise deems necessary or appropriate in cases, including but not limited to, where more than one Card is lent to the Cardholder, Trust Club shall notify the Service Establishment of the relevant change upon request therefrom, which Cardholders hereby accept in advance. Further, if the Cardholder terminates the agreement concerning the continuous service, he/she shall himself/herself take necessary steps with respect to the relevant Service Establishment. Even after the withdrawal or cancellation of the Membership, the Member shall be liable

for payment with respect to the use of his/her Card at the relevant Service Establishment pursuant to paragraph 6 of Article 15 and paragraph 3 of Article 17.

9. Any dispute that may arise under transactions using a Card shall be resolved between the relevant Cardholder and the relevant Service Establishment. If a Cardholder, after a transaction using his/her Card at a Service Establishment, cancels the transaction upon agreement between the Cardholder and the Service Establishment, the relevant charges shall be settled in a manner prescribed by Trust Club.
10. Members agree that the Service Establishments shall disclose to Trust Club the information concerning goods, services, and telephone conversations purchased using Cards as well as other contents of transactions and related information, for the purposes of identification and confirmation of details of claims arising from card use. A Service Establishment shall itself or through a relevant Company Contracted with Service Establishment disclose to Trust Club the details of telephone conversations including telephone numbers of called parties, only if the relevant Member so consents in advance and the relevant Service Establishment so agrees.
11. Members agree in advance that some foreign Service Establishments may charge a handling fee in relation to a card use (a "Card Handling Fee"). If a Cardholder signs a sales voucher expressly stating the amount of Card Handling Fee, the Member is liable to pay the Card Handling Fee in addition to the Card Shopping Charges.

**Article 31. (Acceptance of Advances, etc.)**

1. If a Member uses the Card at a Service Establishment in relation to Trust Club in accordance with the preceding article, the Member approves Trust Club making an advance payment to the Service Establishment and will be deemed to have entrusted Trust Club with the relevant individual advance with the execution of the agreement based on the Terms and Conditions. When Trust Club makes Member's payment to a Service Establishment in its place based on entrustment by the Member, the Member agrees to each of the following items with respect to the Service Establishment's claims against Member that the transaction using the Card gives rise to:
  - (1) that by having decided to perform an advance payment to the Service Establishment (regardless of whether before or after the actual execution of the advance payment), Trust Club acquires a claim against the Member equal in amount to the advance payment. In this case, such an advance payment may be made through a third party (excluding an associated credit card company and foreign credit card company) that is deemed appropriate by Trust Club;
  - (2) that an associated credit card company makes advance payments on behalf of the relevant Member to a Service Establishment or that the Service Establishment assigns Receivables to the relevant associated credit card company, both in accordance with the agreement between the associated credit card

company and the Service Establishment (In this case, such an assignment or advance payment may be made through a third party that is deemed appropriate by Trust Club.) in parallel with an advance payment from Trust Club to the associated credit card company; and

- (3) that a foreign credit card company makes advance payments on behalf of the relevant Member to a Service Establishment or that the Service Establishment assigns the Receivables to the relevant foreign credit card company, both in accordance with the agreement between the foreign credit card company and the Service Establishment (In this case, such an assignment or advance payment may be made through a third party that is deemed appropriate by Trust Club.), in parallel with an advance payment from Trust Club to the foreign credit card company.
2. Members hereby consent, in advance, to the advance payments for any of the items prescribed in the preceding paragraph by Trust Club. In relation to the said advance payments, the Service Establishments and Trust Club shall dispense with any notification and request for consent to the relevant Member with respect to each advance payment.
3. The amount of advance payment that Trust Club makes on behalf of the relevant Member pursuant to paragraph 1 of this Article shall be the amount indicated on the relevant sales data or sales voucher prescribed by Trust Club (the amount that is indicated on the relevant order form or equivalent prescribed by the Service Establishment, in case of a mail-order purchase, etc.).

**Article 32. (Type of Payment)**

1. Cardholder Card Shopping Charges shall be paid in one lump-sum in principle. Neither one lump-sum payment at bonus time nor revolving payment shall be available.
2. Members may not change the manner of payment of annual membership fee, interest, various fees, and delinquency charges to any payment type other than one lump-sum payment.

**Article 33. (Ownership of Goods)**

The Members hereby acknowledge that Trust Club will retain ownership of goods that the Cardholders purchase using the Card until the obligations relating to these goods (including fees) are paid in full.

**CHAPTER III Cash Advance Service Provisions**

**Article 34. (Cash Advance Service)**

1. If Trust Club sets a cash advance/card loan credit line for a Cardholder pursuant to the agreement between the relevant Corporation and Trust Club, considering, upon examination of the Corporation, that the setting of such a credit line is appropriate, the Cardholder may use cash advance services within the said cash advance/card loan credit line by operating cash dispensers and automated teller machines in Japan and overseas that are associated with Trust Club ("Cash Dispensers") and withdrawing cash therefrom in accordance with the prescribed procedures including but not limited to the entry into the Cash Dispensers of his/her PIN that is registered with Trust Club.
2. In addition to the manner set forth in the preceding

paragraph, a Cardholder may use cash advance services by other means approved by Trust Club. In this case, Trust Club shall remit the amount of cash advance into the Cardholder's Payment Account for charges on the card use and the date of such remittance shall be the date of use of cash advance.

3. A Cardholder may take a cash advance through any of the foreign Financial Institutions, etc. affiliated with the relevant associated international organization at any of their branches designated by Trust Club in a manner including but not limited to the presentation of his/her Card and passport as well as the signing of a designated voucher.
4. A Member shall pay interest on a cash advance at the rate prescribed by Trust Club from the following day of the date of use to the Payment Date of such cash advance. Matters including but not limited to the applicable interest rate shall be as stated at the Appendix of the Terms and Conditions, which shall be notified to the Corporation by Trust Club in a manner of document delivery set forth under the Money Lending Business Law as well as any other means designated by Trust Club including but not limited to a statement of charges to the Cardholder. However, if the relevant Corporation and Trust Club agree otherwise, such other agreement shall prevail. Trust Club may change the interest rates for cash advance services and delinquency charges on the ground of changes in the financial climate or any other circumstances.
5. The amount of cash advance used, Payment Date of interest, manner of payment, and currency conversion with respect to the amount in a foreign currency that is stated on a voucher for cash advance used overseas shall be as set forth in the Terms and Conditions, etc.
6. A Member may make advanced repayments with respect to the whole or a part of the outstanding balance of cash advance in a manner separately prescribed by Trust Club. In this case, the Member shall make a repayment by the means of remittance of the amount designated by Trust Club to the account designated by Trust Club on the date designated by Trust Club with prior notice to Trust Club. If the whole or a part of the outstanding balance of cash advance is repaid in advance, the interest for the period from the following day of the date of use of cash advance to the date of advanced repayment on a pro-rated daily basis using 365-day a year (366-day for a leap year) shall be payable in addition to the outstanding balance of cash advance.
7. Notwithstanding the provisions in the preceding paragraph, if any of the following items applies, a Member shall acknowledge and agree in advance that early repayment of the whole or part of the Balance of Use for cash advance may not be permitted:
  - (1) if the cash advance data has not arrived at Trust Club;
  - (2) if the closing date of the Balance of Use which early repayment is going to be executed has passed;
  - (3) if the Member remits the relevant amount into a deposit account specified by Trust Club without any prior notice; or
  - (4) if the payment of the annual membership fee is not complete in a month in which it is billed.

#### Article 35. (Cash Dispenser Usage Fee)

When using a Cash Dispenser, Members shall incur the applicable handling charge specified by Trust Club, which shall not exceed the maximum rate as defined in Article 2 of the Interest Rate Restriction Act Enforcement Ordinance.

#### Appendix of Commercial Card

[Cash Advance/Card Loan Credit Line and Interest Rate, etc.]

Cash Advance/ Card Loan Credit Line	Loan Interest Rate	Manner of Payment	Payment Period/ Number of Payments/ Payment Date
Amount determined by Trust Club upon examination	0.78% of the balance of cash advance used (The actual annual rate: 4.80% ~ 15.00%) <Calculation of interest> Amount of new lending x 0.78% (However, the rate shall be calculated on a daily pro-rated basis for an early payment.) <Calculation of actual annual interest rate> Interest x 365 days (366 days for a leap year) ÷ payment period+ amount of new lending	Principle and interest payable in one lump- sum	Payment Period: 21 days to 59 days / one lump- sum (depending on the calendar year)  Payment Date: In principle, the calculation of balance of use is closed on the 15th day of each month and the payment is due on the 10th day (the 8th day at some financial institutions) of the following month. On the 10th day (the 8th day at some financial institutions) of each month the principal and accrued interest are payable. *If the Payment Date is not a business day of financial institutions, the payment is due on the following business day.

Collateral: Not required

(LC-1764-202301)

## Consent Clause and Important Matters Regarding Handling of Personal Information

<These consent clause (the "Consent Clause") and important matters (the "Important Matters") shall constitute a part of the Terms and Conditions of Commercial Card membership (the "Terms and Conditions").>

This English version of the Consent Clause shall be for reference purpose only. If there is any inconsistency between the English and Japanese versions, the Japanese version shall prevail.

### Article 1. (Collection, Holding, Use and Provision of Personal Information)

1. Applicants of Card use and Cardholders ("Cardholders, etc.") and a representative of a Corporation which is an applicant and a representative of a Corporation which is a member (including a Program Administrator) ("Members, etc.") agree to the collection, holding, use and provision by Trust Club of the information set forth in the following items concerning themselves (the "Personal Information"), for the purposes of making credit decisions, management after extending credit, provision of Supplementary Services, provision to Corporations of information concerning card use by Cardholders, etc., and handling of administration including but not limited to the processing of Account Transfers, etc., and provision of the Personal Information to third parties pursuant to consent by a Member, etc. or the Terms and Conditions, upon taking necessary protection measures. Management after extending credit shall include the confirmation of Card use, notification to Members of charges for Card use (including any payment request in case of delinquency), confirmation of contact details, and use for debt collection.

(1) particulars of Members, etc. including but not limited to name, age, date of birth, address, telephone number, e-mail address, office address, office telephone number, occupation, purpose of transaction, code/number of a driver's license, etc., assets, income, debts, employee number, department name to which he/she belongs that the Member etc. notifies to Trust Club at the time of membership application; particulars that a Member, etc. notifies to Trust Club such as documents that are submitted; particulars that a Member, etc. notifies to Trust Club pursuant to these Terms and Conditions; and matters that become known to Trust Club through telephone inquiries or by any other means;

(2) matters concerning the agreement between Trust Club and a Member, etc., such as the date of membership application, date of contract, and credit line;

(3) the Card activities and status of payments by a Cardholder and information concerning credit line management;

(4) records of card use and payments, etc. by Members, etc. collected by Trust Club;

(5) identification documents that Members, etc. submit to

Trust Club pursuant to the Act on Prevention of Transfer of Criminal Proceeds and the identification procedures prescribed by Trust Club, and the matters stated therein;

(6) matters stated in a document issued by a public organization that Trust Club lawfully or properly obtains from a Member, etc. or the public organization;

(7) information disclosed to the general public by means including but not limited to the Internet, official gazettes (Kampo), or employee lists; and

(8) status of personal identification by Trust Club or a financial institution, etc. at which a Payment Account is opened.

2. Members, etc. consent to the use by Trust Club, upon taking necessary protection measures, of the Personal Information listed in items (1) to (3) in the preceding paragraph for the following purposes (detailed contents of operations are available on Trust Club's website, etc.):

(1) notification of new products in credit-related operations and related after-sale services;

(2) market research and product development in credit-related operations;

(3) delivery of promotional materials and publications concerning credit-related operations, and sales activities including but not limited to telemarketing; and

(4) delivery of promotional materials and publications

3. Member, etc. consent to the use by the following companies with which Trust Club is partnered (the "Joint User Companies"), upon taking necessary protection measures, of the Personal Information listed in Article 1.1(1)-(3) and (5) for the following purposes:

Sumitomo Mitsui Trust Holdings, Inc. and its consolidated subsidiaries and equity method affiliated companies stated in its annual securities report, etc. (we will handle the information in compliance with the Financial Instruments and Exchange Act and related laws and regulations if such shared use is restricted thereby).

Name of person responsible for controlling personal data: Sumitomo Mitsui Trust Holdings, Inc.

\* Please refer to its website (<https://www.smith.jp/>) for the details of its address and legal representative, etc.

Purposes:

(1) acceptance of applications / consultations for financial products, trust products and services of the Joint User Companies;

(2) matters including but not limited to the identification of Members, etc., pursuant to the Act on Prevention of Transfer of Criminal Proceeds and confirmation of eligibility for financial products, trust products and services;

(3) research and development of financial products, trust products and services by measures including but not limited to market research, data analysis and questionnaires;

(4) various proposals concerning financial products, trust products and services including but not limited to the dispatch of direct mails, telephone or e-mails; and

(5) assessment of risks as a necessary part of business

management for the Joint User Companies.

4. Members, etc. agree to the use by the following Allied Companies of Trust Club (the "Citi Joint User Companies"), upon taking necessary protection measures, of the Personal Information listed in items set forth in Article 1.1(1)-(3) and (5) for the following purposes:(The Citi Joint User Companies)

Citibank, N.A., Tokyo Branch, Citigroup Inc. and its consolidated subsidiaries identified in its public financial statements (Exhibit 21.01 of Form 10-K, available at the website of the U.S. Securities and Exchange Commission (<https://www.sec.gov/>))

Name of person responsible for controlling personal data: Citibank, N.A., Tokyo Branch (Otemachi Park Building, 1-1-1 Otemachi, Chiyoda-ku, Tokyo, 100-8132, Telephone: 03-6776-5000, <https://www.citigroup.jp/jp/about/cbna-tokyo/index.html>) Marc Raoul Marie Luet, Representative in Japan, Branch Manager & CEO Purposes:

- (1) coordination for provision and smooth operation of various financial products including Commercial Card; and
  - (2) verification at times of transactions, etc., pursuant to the Act on Prevention of Transfer of Criminal Proceeds, confirmation of eligibility for financial products and services, other compliance with applicable laws and regulations, and risk management; and
  - (3) various proposals toward a Corporation concerning financial products and services (including but not limited to the dispatch of direct mails, telephone or e-mails to a Corporation), research and development of financial products and services (by measures including but not limited to market research, data analysis and questionnaires to a Corporation), and coordination thereof.
5. If a Member, etc. is admitted under the membership referral system operated by Trust Club, the Member, etc. shall consent to the disclosure by Trust Club of the fact of admission of the Member, etc. to the referrer (being a Member) for the purpose of delivering a gift or any other reward for the referral.
6. Members, etc., shall agree to the continued application of this Consent Clause and these Important Matters for a period that Trust Club deems appropriate after Member's withdrawal from the membership due to reasons including but not limited to the cancellation thereof.
7. Members, etc. shall agree to the provision of Personal Information to public organizations, etc. if Trust Club is called upon to submit such information pursuant to the provisions of laws and regulations and if required for a public benefit equivalent thereto.

#### **Article 2. (Disclosure, Correction and Deletion of Personal Information)**

1. Members, etc. may request Trust Club, the Joint User Companies and the Citi Joint User Companies to disclose the Personal Information concerning himself/herself pursuant to the provisions of the Act on the Protection of Personal Information. However, a disclosure request procedure addressed to Trust Club,

the Joint User Companies or the Citi Joint User Companies shall be made in accordance with the provisions of "About Disclosure Request Procedures for Retained Personal Data" at the following website of ours.

TRUST CLUB Card  
<https://www.sumitclub.jp/ja/privacy/law.html>

2. In the event any information registered is found to be untrue, Trust Club and the Joint User Companies shall promptly accept a request for correction or deletion.

#### **Article 3. (No Consent to Handling of Personal Information and Request for Suspension of Use/Provision of Personal Information)**

1. If a Member, etc. does not wish to fill out matters required to apply for membership or does not consent to all or part of the handling of Personal Information set forth in this Consent Clause and these Important Matters, Trust Club may refuse membership or initiate membership cancellation process. However, Trust Club shall not refuse membership or cancel membership on the grounds that a Member, etc. fails to give consent to Articles 1.2 and 1.3.
2. If a Member requests the suspension of use of the Personal Information related to Article 1.2 and 1.3, Trust Club shall suspend such to the extent operations are not affected and will exclude delivery, etc. of Cards, statements of charges, etc. Members should request suspension to the Customer Service at the end.

#### **Article 4. (Use/Provision of Personal Information when Agreement Is Not Concluded)**

Even if the agreement between Trust Club and a Member, etc. fails to conclude, Trust Club may use and provide the fact that the Member, etc. applied to Trust Club for the membership for a certain period of time pursuant to Article 1 regardless of the reason for the failure of the agreement to conclude. Trust Club shall not, however, use or provide the fact in any other manner whatsoever.

#### **Article 5. (Amendment to Provisions)**

This Consent Clause and these Important Matters may be amended to the extent required in accordance with the procedures set forth under the applicable laws and regulations, etc.

#### **■ Please contact the following for any request for disclosure or suspension of use of Personal Information:**

<Customer Service>

Triton Square Building X, 1-8-10 Harumi, Chuo-ku, Tokyo 104-6035

Telephone: 03-6770-2820

If the above line is busy, please call the following Call Center number:

Telephone: 0120-003-081

\*Please have your Card number and PIN at hand when you call.

(LC-1764-202301)

**【Contacts for Questions and consultations, etc.】**

1. For questions or consultation concerning goods, etc., please contact the Merchant where you used your Card.
2. For questions or consultation concerning the details of Card activity, please call our Call Center at the number below.  
Sumitomo Mitsui Trust Club, Co., Ltd.  
Telephone: 0120-003-081
3. For any request to stop delivery of promotional materials or brochures, or questions related to the disclosure, correction or deletion of Personal Information, or questions about documents related to defense for withholding payment, please contact the call centers above.
4. For dispute resolution regarding money lending services, please contact the following:  
(The designated dispute resolution organization contracted with Trust Club:)  
Money Lending Business Consultation and Dispute Resolution Center, Japan Financial Services Association  
3-19-15 Takanawa, Minato-ku, Tokyo 108-0074  
Telephone: 03-5739-3861

Sumitomo Mitsui Trust Club, Co., Ltd.

[www.sumitclub.jp](http://www.sumitclub.jp)

Headquarters:

Triton Square Building X, 1-8-10 Harumi, Chuo-ku, Tokyo

(LC-1764-202301)

January 12, 2023 Edition