

# Ordinary Deposit Terms and Conditions

## Article 1 (Scope of Service)

A Japanese yen ordinary deposit opened with Seven Bank (hereinafter referred to as the “Bank”) may be used for depositing and withdrawing cash and balance inquiries through an automatic teller machine (hereinafter referred to as the “ATM”) of the Bank or other financial institutions with which the Bank has formed an alliance for cash depositing, payment, and fund transfer services (hereinafter referred to as the “Alliance Partner”).

## Article 2 (Receipt of Securities)

1. Each Japanese yen ordinary deposit (hereinafter referred to as the “Ordinary Deposit”) shall, in principle, be intended to receive Japanese yen cash only. Unless otherwise approved by the Bank in advance based on the customer’s request, no Ordinary Deposit shall be used to receive notes and bills, checks, dividend certificates, or other securities (hereinafter collectively referred to as “Securities”). In the case of using an Ordinary Deposit to receive Securities, the customer shall take the necessary procedures in the manner prescribed by the Bank.
2. The customers shall be charged certain fees prescribed by the Bank for the service involving the collection of Securities referred to in Paragraph 1 above.

## Article 3 (Receipt of Funds Transferred)

1. Ordinary Deposits shall be capable of receiving funds remitted by means of currency exchange.
2. If the Bank receives a request for cancellation of a fund transfer from the financial institution having issued the transfer notice due to duplicated transmissions or other erroneous operation, the Bank may cancel the incoming fund transfer in question without notice to the customer.

## Article 4 (Withdrawal of Deposit)

1. If a customer wishes to use the automatic payment service to pay utility charges or other bills from the customer’s Ordinary Deposit, the customer shall take the procedure prescribed by the Bank in advance.
2. If the total amount of multiple withdrawals from a customer’s Ordinary Deposit (including ATM withdrawals and transfers, etc.) within the same day exceed the deposit balance, the Bank may at its sole discretion decide which withdrawals to execute.

## Article 5 (Interest)

An Ordinary Deposit shall bear interest at the yen ordinary deposit interest rate prescribed by the Bank, which shall be accrued for each 100-yen portion of the daily ending balance of the Ordinary Deposit, insofar as the daily ending balance is not less than 1,000 yen, and such interest shall be calculated on the prescribed day in February and August of each year and added to the then deposit balance. Such interest shall be calculated on a daily pro rata basis of a 365-day year. The Bank reserves the right to change the yen ordinary deposit

interest rate from time to time based on changes in the financial conditions.

#### **Article 6 (Account Activities under the Dormant Deposits Utilization Act)**

The Bank shall treat the following circumstances with regard to an Ordinary Deposit as account activities under the Act on Utilization of Funds Related to Dormant Deposits to Promote Public Interest Activities by the Private Sector (hereinafter referred to as the “Dormant Deposits Utilization Act”):

- (1) there has been a change in the deposited amount due to causes such as a withdrawal, deposit, receipt of a fund transfer, payment by a fund transfer, or direct debit (excluding a change caused by the payment of interest by the Bank);
- (2) a third party has demanded payment such as by presenting a bill, note or check (limited to the case where the Bank is able to recognize such demand for payment);
- (3) the Depositor, etc. (meaning the depositor, etc. defined in Article 2, Paragraph 3 of the Dormant Deposits Utilization Act; the same applies hereinafter) has requested the Bank to provide the following information regarding the Ordinary Deposit (limited to the case where the Ordinary Deposit is subject to a public notice posted under Article 3, Paragraph 1 of the Dormant Deposits Utilization Act (hereinafter referred to as a “Public Notice” in this paragraph)):
  - (i) whether the Ordinary Deposit is a deposit subject to the Public Notice; or
  - (ii) the address of the Depositor, etc. where he/she receives a notice issued by the Bank under the Dormant Deposits Utilization Act before the Bank posts a Public Notice;
- (4) there has been a change to the contract details or customer information upon the request of the Depositor, etc.; and
- (5) any of the circumstances set forth in the preceding items has taken place with regard to any other deposit under the Seven Bank Terms and Conditions.

#### **Article 7 (Most Recent Account Activity Date, etc. under the Dormant Deposits Utilization Act)**

1. With regard to an Ordinary Deposit, the term “most recent account activity date, etc.” under the Dormant Deposits Utilization Act refers to the most recent date of the following dates:
  - (1) the most recent date on which any of the account activities set forth in Article 6 was made;
  - (2) for any circumstances specified in the following paragraph as circumstances with which future enforcement of claims for a deposit is expected, the date specified in the following paragraph as the date on which the enforcement of claims for the deposit is expected;
  - (3) the date on which the Bank issued a notice informing of the matters specified in Article 3, Paragraph 2 of the

Dormant Deposits Utilization Act to the Depositor, etc.; limited to the case where that notice has reached the Depositor, etc. or where one month has passed since the date on which that notice was issued (excluding the case where the notice has been returned to the Bank regardless of the depositor's will by the date on which one month has passed or the date on which the Bank has notified the Deposit Insurance Corporation of Japan (hereinafter referred to as the "DICJ") in advance, whichever comes later); and

- (4) the date on which the Ordinary Deposit came to fall under the category of deposits, etc. defined in Article 2, Paragraph 2 of the Dormant Deposits Utilization Act.
2. The phrase "circumstances with which future enforcement of claims for a deposit is expected" in Paragraph 1, Item (2) only refers to any of the circumstances set forth in the following items, and the phrase "date on which the enforcement of claims for the deposit is expected" in the same item refers to the date specified in the following items according to the circumstances set forth in the respective items:
- (1) payment with regard to the Ordinary Deposit was suspended under laws and regulations, any order or measures based on laws and regulations or any contract: the date on which the suspension of payment is lifted;
  - (2) the Ordinary Deposit was subjected to compulsory execution, provisional seizure or collection of delinquent national tax (including a disposition under the same rules): the date on which the relevant procedure is completed; or
  - (3) any of the circumstances set forth in the preceding items has taken place with regard to any other deposit under the Seven Bank Terms and Conditions: the most recent account activity date, etc. with regard to such other deposit.

#### **Article 8 (Handling of Substitute Money for Dormant Deposits)**

1. If no transaction has been conducted with regard to an Ordinary Deposit for a long period of time, claims for the Ordinary Deposit shall become extinct under the Dormant Deposits Utilization Act, and the Depositor, etc. shall acquire a claim for substitute money for dormant deposits against the DICJ.
2. In the case referred to in the preceding paragraph, the Depositor, etc. may make a demand, via the Bank, for payment of a claim for substitute money for dormant deposits regarding the Ordinary Deposit. In this case, the depositor may receive payment of the claim for substitute money for dormant deposits by acquiring the claim for deposit that the depositor previously held against the Bank, if the Bank consents to this.
3. A Depositor, etc. shall commission the Bank, in advance, to make an allegation or demand for payment under Article 7, Paragraph 2 of the Dormant Deposits Utilization Act if any of the following circumstances takes place in the case referred to in Paragraph 1:

- (1) compulsory execution, provisional seizure or collection of delinquent national tax (including a disposition under the same rules) has been carried out against a claim for payment of substitute money for dormant deposits regarding the Ordinary Deposit; or
  - (2) substitute money for dormant deposits regarding the Ordinary Deposit has been partially paid.
4. The Bank shall promise to make a demand for payment of substitute money for dormant deposits under Paragraph 3 on behalf of a Depositor, etc. only if the conditions set forth in the following items are met:
- (1) the Bank has been entrusted by the DICJ to conduct the payment operations for substitute money for dormant deposits regarding an Ordinary Deposit; and
  - (2) if the handling under the preceding paragraph applies, the Bank is to pay substitute money for dormant deposits by having a Depositor, etc. acquire the claim for deposit that the Depositor, etc. previously held against the Bank.

#### **Article 9 (Mutatis Mutandis Application of Terms and Conditions)**

Matters not set forth in these Terms and Conditions shall be governed by other applicable terms and conditions, rules, or regulations of the Bank.

(Revised on January 1, 2018)

\* The above is an English translation of the Japanese version, and has been prepared merely for the customer's convenience. If there is any inconsistency between the two, the Japanese version shall prevail.