

Consignment Terms and Conditions for Debit Card Service Guarantee

You consent to each of the provisions of this Consignment Terms and Conditions for Debit Card Service Guarantee (this “Contract”) for the obligations owed by you to Seven Bank Ltd. (the “Company”) pursuant to the agreement between you and the Company based on the Debit Card Service Terms and Conditions set forth by the Company (the “Debit Card Service Agreement”), and entrust JCB Co., Ltd. (“JCB”) to provide the joint and several guarantee for such obligations. Terms defined in the Debit Card Service Terms and Conditions are used in this Contract with the same meaning as defined therein, unless the context otherwise requires.

Article 1 (Scope of Guarantee Obligations)

1. Any and all of the obligations owed by you to the Company under the Debit Card Service Agreement (“Guaranteed Obligations”) shall be covered by the guarantee provided by JCB upon your entrustment.
2. The Guarantee by JCB pursuant to this Contract shall take effect, subject to the approval of JCB, upon your commencement of the transactions in accordance with the Debit Card Service Agreement.
3. The Debit Card Service Agreement between you and the Company shall cease to exist if JCB refuses to take on such guarantee as entrusted by you or if such guarantee in accordance with this Contract will not be provided by JCB for any other reason.
4. Even after the termination of the Debit Card Service Agreement, the obligations attributable to your transactions made during the term of the Debit Card Service Agreement shall remain subject to guarantee by JCB.

Article 2 (Termination of Guarantee)

In the event of any of the following items, JCB may terminate either or both of the agreement with you whereby you entrust JCB to provide the joint and several guarantee for your obligations pursuant to this Contract and the joint and several guarantee pursuant to such agreement, provided that the termination in the cases of Items (1), (3) and (4) shall require prior notice to you while in the case of Item (2) the termination shall be automatic without prior notice:

- (1) When JCB obtains the consent of the Company to the termination of the joint and several guarantee for Guaranteed Obligations;

- (2) When you fail to pay in full the obligations set out in Article 4 below within thirty (30) days following the subrogation by JCB of your obligations to the Company;
- (3) When JCB reasonably determines that there has been a significant change in your credit status; or
- (4) When you fall under any of the categories described in the items of Article 9, your representation made pursuant to Article 9 hereof turns out to be false, or you are in violation of your representation under Article 9 hereof, etc.

Article 3 (Payment in Subrogation)

When the Company requests JCB to perform the guarantee obligation by the method prescribed by the Company upon your failure to make payment to the Company or upon acceleration (kigenno-rieki-soshitsu) of the Guaranteed Obligation, JCB may perform such guarantee obligation in response to such request without prior notice to you.

Article 4 (Scope of Right to Reimbursement)

Upon JCB's performance of the guarantee obligation under the preceding article, you shall pay such amounts as described below in accordance with the claim made by JCB:

- (1) The amount paid to the Company by JCB in subrogation;
- (2) The cost incurred by JCB for such subrogation;
- (3) Damages at 14.60% per year for the amounts in each of the preceding items incurred during a period from the date following the subrogated payment by JCB to the Company until your reimbursement thereof in full (prorated on the basis of a 365-day year, or a 366-day year for a leap year); and
- (4) The cost incurred by JCB to claim the amounts described in each of the preceding items.

Article 5 (Right to Reimbursement in Advance, etc.)

JCB may exercise its right to obtain reimbursement from you prior to the performance of the guarantee obligation set out in Article 3 if:

- (1) you suspend payment in general, file a petition for commencement of bankruptcy or rehabilitation proceedings, or file a petition for mediation for adjustment of pecuniary matters;
- (2) any draft or check drawn by you is dishonored;
- (3) your deposits or other accounts receivable become subject to provisional or preservative attachment, or an order or notification of attachment thereof is issued;
- (4) any of your debt to the Company is accelerated (kigennorieki-soshitsu);
- (5) any of your statements or declarations turns out to be false;

- (6) exercise of such right is deemed reasonably necessary for the protection of accounts receivable, on the grounds of a significant deterioration of your credit status, etc.; or
- (7) the Debit Card Service is terminated pursuant to the Debit Card Service Terms and Conditions.

Article 6 (Order of Appropriation)

When a subrogated payment is made by JCB as prescribed in Article 3 and if the amount reimbursed for your obligations to JCB is less than the full amount thereof, JCB shall appropriate such reimbursed amount to your obligations in the order prescribed by JCB.

Article 7 (Registered Matters)

1. You shall notify JCB directly or via the Company of any change in any of the matters registered by you to JCB without delay, including your name, address, phone number, email address, occupation and place of employment (“Registered Matters”).
2. Even if a change notification as required under the preceding paragraph is not taken, if JCB reasonably determines, based on personal or other information about you that JCB acquired legally and properly, that there has been a change in any of the Registered Matters, such Registered Matter may be handled as if a change notification with regard thereto as required under the preceding paragraph had been made by you, and you shall raise no objection to such handling by JCB of such Registered Matter. You shall comply with and respond to any requests by JCB to acknowledge the occurrence or absence of any change in the Registered Matters.
3. In the event of any delayed or failed arrival of any notice, document, etc. sent by JCB due to your failure to make a notification required under Paragraph 1 above, such notice, document, etc. shall be deemed to have arrived at the time at which such notice, etc. would have otherwise arrived, except when your failure to give notice is due to unavoidable circumstances.

Article 8 (Confirmation at the Time of Transaction)

If the confirmation at the time of transaction required under the Act on Prevention of Transfer of Criminal Proceeds (which refers to the confirmation of identification matters, etc.) is not completed within the period prescribed by JCB, JCB may reject your application, restrict the use of your Card or terminate the guarantee for your obligations.

Article 9 (Elimination of Anti-social Forces)

1. You represent that you are not a member of an organized crime group, a person who was a member of an organized crime group at any time within the past five years, a quasi-member of an organized crime group, an enterprise associated with any organized crime group, a sokaiya (corporate racketeer), etc., a group engaging in criminal activities under the pretext of

conducting social campaigns, political activities, etc., a member of a criminal group specialized in certain intellectual crimes, etc., or any other similar anti-social force (“Organized Crime Group Member, etc.”). Furthermore, you represent that you are currently not, and you commit yourself not to become in the future, any of the following:

- (1) A person who has a relationship with an Organized Crime Group Member, etc. (including any organizations, companies and other groups to which such Organized Crime Group Member, etc. belong in the capacity of a member or associate member; the same applies in this paragraph) in such a manner that the Organized Crime Group Member, etc. would be deemed as controlling the management of such person;
- (2) A person who has a relationship with an Organized Crime Group Member, etc. in such a way that such Organized Crime Group Member, etc. would be deemed to be substantially involved in the management of such person;
- (3) A person who has a relationship with an Organized Crime Group Member, etc. in such a way that such person would be deemed to be wrongfully using the Organized Crime Group Member, etc. for the purpose of obtaining wrongful profit, whether for themselves or a third party, or for the purpose of causing damage to a third party;
- (4) A person who has a relationship with an Organized Crime Group Member, etc. in such a manner that such person would be deemed to be providing funds or benefits to such an Organized Crime Group Member, etc.; or
- (5) A person whose management member has a socially condemnable relationship with an Organized Crime Group Member, etc.

2. You shall commit yourself not to conduct or cause a third party to conduct any of the following:

- (1) The act of making demands by the use of violence;
- (2) The act of making unreasonable demands beyond legal responsibility;
- (3) The act of using threats or violence in relation to the guarantee agreement;
- (4) The act of damaging JCB’s credit or obstructing JCB’s business by spreading false rumors or using fraudulent means or force; or
- (5) Any other acts equivalent to those listed in Items (1) through (4) above.

Article 10 (Collection, Retention, Use and Deposit of Personal information)

1. You agree to such handling of your personal information by JCB as described below, provided that necessary protective measures have been taken:

(1) JCB collects and uses your personal information listed in Items (i) through (vi) below for the purposes of screening to determine whether or not to provide a joint guarantee for transactions between you and the Company, management following the entrustment of guarantee, and management following the subrogation:

(i) Information notified by you to the Company and then provided by the Company to JCB, including your name, birth date, address, phone number, email address, occupation and place of employment;

(ii) Matters related to the agreement regarding the Debit Card Service between you and the Company, which information is provided by the Company to JCB, including the dates of application for and approval and termination of the Debit Card Service, the expiry date for your Card and the date of reissuance of your Card, as applicable;

(iii) Information acquired by the Company through the provision of the Debit Card Service that are in turn provided by the Company to JCB, including your use of the Debit Card Service, your payment status and the contents of your inquiries;

(iv) Information provided by the Company to JCB concerning your transactions with the Company, including your current status, amounts of deposits and borrowings;

(v) Information acquired by JCB through the processes of screening to determine whether or not to provide a joint guarantee, management following the entrustment of guarantee, and management following the subrogation; and

(vi) Matters stated on the documents issued by public agencies such as the residence certificate acquired by JCB properly and legally (please note that when JCB applies for the issuance of such a document to a public agency, any of the information described in (i), (ii), (iii) and (v) may be disclosed to the public agency as required by laws and regulations).

(2) In case of JCB's consigning its operations under this Contract to a third party, JCB provides the information described in (i) through (vi) of Item (1) of this paragraph to such third party to the extent necessary for the performance of such operations.

(3) JCB discloses to the Company the information described in (v) and (vi) of Item (1) of this paragraph.

2. You agree to JCB and the affiliated companies of JCB participating in JCB's credit card transaction system ("Affiliated Companies") sharing your personal information described in (i), (ii), (iii) and (v) of Paragraph 1, Item (1) to be used for the purposes of screening to determine whether or not to provide you with a joint guarantee, management following the entrustment of guarantee, and making any other judgments concerning transactions between you and JCB (for

details of the Affiliated Companies, please visit the website at <http://www.jcb.co.jp/r/riyou>). JCB shall be responsible for the management of personal information to be shared pursuant to this paragraph.

Article 11 (Disclosure, Correction and Deletion of Personal Information)

1. You may request JCB and Affiliated Companies to disclose your personal information in their respective possession. You may do so by contacting JCB's Inquiry Contact Point stated at the end of this Contract.
2. If any errors or mistakes are found in any of the registered matters, JCB shall promptly take measures to correct or delete such matter.

Article 12 (Disagreement with the Handling of Personal Information)

If you do not wish to provide the information required for the application for the Debit Card Service, or if you do not agree to the handling of your personal information as stipulated in this Contract, JCB may refuse to provide the guarantee requested by you or may take the procedure for the termination of the guarantee.

Article 13 (Handling of Personal Information in the Event of Non-conclusion or Termination of Agreement)

1. The fact that you have requested JCB to provide guarantee shall be used for a certain period of time for the purposes stipulated in Article 10 even when JCB reject your request regardless of the reason therefor.
2. JCB shall hold and use your personal information to the extent necessary for the purposes stipulated in Article 10 and for the purposes of requests for disclosure, etc. as stipulated in Article 11 for the period prescribed by JCB or otherwise required by law.

Article 14 (Assignment of Accounts Receivable)

JCB may assign the accounts receivable from you to a third party. You agree that your personal information will be provided to such third party to the extent necessary for such assignment and will be used for the management and collection of such accounts receivable.

Article 15 (Agreed Jurisdiction)

You submit to the jurisdiction of the first instance of a summary court or district court having jurisdiction over the head office or the relevant branch or sales office of JCB with regard to any lawsuit arising between you and JCB.

[JCB Inquiry Contact Point]

JCB Co., Ltd. Customer Service Office

Aoyama Rise Square, 5-1-22, Minamiaoyama, Minato-ku, Tokyo 107-8686

Tel: 0120-668-500

(Established on October 17, 2016)

* 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.