

**当座勘定、預金、国内振込取引
及び外国送金取引規定**

**Terms and Conditions for Current Accounts, Deposit Accounts,
Domestic Fund Transfers and Overseas Remittances**

ドイツ銀行東京支店
Deutsche Bank AG, Tokyo Branch

2019 年 11 月

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この当座勘定、預金、国内振込取引及び外国送金取引規定は、当行のウェブサイトへの公表その他相当の方法で予め周知することにより、改訂されることがあります。

最新の規定は、当行のウェブサイトに掲載される外、当行窓口にて備え付けてあり、また、ご請求がありましたらお渡しいたします。

These “Terms and Conditions for Current Accounts, Deposit Accounts, Domestic Fund Transfers and Overseas Remittances” (the “Account Terms and Conditions”) may be amended, by making such amendment available to the public by uploading it to the Bank’s website or taking any other appropriate measure. In addition to the Bank’s website, the latest edition of the Account Terms and Conditions is available at the counter, and will be delivered to the client upon request.

The Japanese text is the original and authentic text of these Terms and Conditions. The English language translation is prepared for information purposes only. All questions that may arise in regards to the meaning of any words or provisions in and the interpretation of these Terms and Conditions shall be decided in accordance with the Japanese text.

1. 当座勘定規定

1. 当座勘定規定

(反社会的勢力との取引拒絶)

この当座勘定は、第27条の2第1項第1号、第2号および第3号のいずれにも該当しない場合に利用することができ、第27条の2第1項第1号、第2号または第3号の一にでも該当する場合には、当行はこの当座勘定の開設をお断りするものとします。

また、お客様には、当座勘定開設をお申込みいただくにあたり、第27条の2第1項第2号のいずれにも該当しないことを表明保証していただくとともに、将来にわたって第27条の2第1項第2号のいずれにも該当しないことおよび第27条の2第1項第3号AからEに該当する行為を行わないことを確約いただくものとします。

第1条(取扱店の範囲)

この預金は、ドイツ銀行東京支店(以下「当行」といいます。)でのみ預入れまたは払戻しができます。

第2条(当座勘定への受入れ)

- (1) 当座勘定には、現金のほか、手形、小切手、利札、郵便為替証書、配当金領収証その他の証券で直ちに取立のできるもの(以下「証券類」といいます。)も受入れます。
- (2) 手形要件、小切手要件の白地はあらかじめ補充してください。当行は白地を補充する義務を負いません。
- (3) 証券類のうち裏書等の必要があるものは、その手続を済ませてください。
- (4) 証券類の取立てのため特に費用を要する場合には、当行所定の代金取立手数料に準じてその取立手数料をいただきます。

第3条(証券類の受入れ)

- (1) 証券類を受入れた場合には、当行で取立て、不渡返還時限の経過後その決済を確認したうえでなければ、支払資金としません。
- (2) 当行を支払場所とする証券類を受入れた場合には、当行でその日のうちに決済を確認したうえで、支払資金とします。

第4条(本人振込み)

- (1) ドイツ銀行グループの海外支店等または他の金融機関を通じて当座勘定に振込みがあった場合には、当行で当座勘定元帳へ入金記帳したうえでなければ、支払資金としません。ただし、証券類による振込みについては、その決済の確認もしたうえでなければ、支払資金としません。
- (2) 当座勘定への振込みについて、振込通知の発信金融機関から重複発信等の誤発信による取消通知があった場合には、振込金の入金記帳を取消します。

第5条(第三者振込み)

- (1) 第三者が当行で当座勘定に振込みをした場合に、その受入れが証券類によるときは、第3条と同様に取扱います。
- (2) 第三者がドイツ銀行グループの海外支店等または他の金融機関を通じて当座勘定に振込みをした場合には、第4条と同様に取扱います。

第6条(受入証券類の不渡り)

- (1) 前三条によって証券類による受入れまたは振込みがなされた場合に、その証券類が不渡りとなったときは、直ちにその旨を本人に通知するとともに、その金額を当座勘定元帳から引落とし、本人からの請求がありしだいその証券類は受入れた店舗、または振込みを受付けた店舗で返却します。ただし、第5条の場合の不渡証券類は振込みをした第三者に返却するものとし、同条第1項の場合には、本人を通じて返却することもできます。
- (2) 前項の場合には、あらかじめ書面による依頼を受けたものにかぎり、その証券類について権利保全の手続をします。

第7条(手形、小切手の金額の取扱い)

手形、小切手を受入れまたは支払う場合には、複記のいかにかわらず、所定の金額欄記載の金額によって取扱います。

第8条(手形、小切手の支払)

A. 法人用当座勘定の場合

- (1) 第三者への支払のための当行を支払場所とする約束手形、為替手形の振出しまたは引受けは、当行の事前承諾なしに行わないでください。
- (2) 小切手が支払のために呈示された場合、または手形が呈示期間内に支払のために呈示された場合には、当座勘定から支払います。
- (3) 当座勘定の払戻しの場合には、小切手または当行所定の払戻請求書を使用してください。外貨表示の小切手の取扱いはしません。小切手は、円表示で振出してください。

B. 個人当座勘定の場合

- (1) 第三者への支払のための当行を支払場所とする約束手形、為替手形の振出しまたは引受けは、当行の事前承諾なしに行わないでください。
- (2) 小切手が支払のために呈示された場合、または手形が呈示期間内に支払のために呈示された場合には、当座勘定から支払います。なお、届出の代理人が自己の名義で振出した小切手、約束手形または引受けた為替手形についても、この当座勘定から支払います。
- (3) 小切手または手形の支払の委託を取消す場合には、振出しまたは引受け名義のいかにかわらず、本人または代理人のいずれからでも届出ることができるものとします。なお、届出は書面によってください。
- (4) 当座勘定の払戻しの場合には、本人または代理人が自己の名義で振出した小切手または当行所定の払戻請求書を使用してください。外貨表示の小切手の取扱いはしません。小切手は、円表示で振出してください。

第9条(手形、小切手用紙)

- (1) 当行を支払人とする小切手または当行を支払場所とする約束手形を振出す場合には、当行が交付した用紙を別途交付の小切手用法または約束手形用法に従って、使用してください。
- (2) 当行を支払場所とする為替手形を引受ける場合には、預金業務を営む金融機関の交付した手形用紙であることを確認してください。
- (3) 前二項以外の手形または小切手については、当行はその支払をしません。
- (4) 手形用紙、小切手用紙の請求があった場合には、必要と認められる枚数を実費で交付します。

第10条(支払の範囲)

- (1) 呈示された手形、小切手等の金額が当座勘定の支払資金をこえる場合には、当行はその支払義務を負いません。
- (2) 手形、小切手の金額の一部支払はしません。

第11条(支払の選択)

同日に数通の手形、小切手等の支払をする場合にその総額が当座勘定の支払資金をこえるときは、そのいずれを支払うかは当行の任意とします。

第12条(過振り)

- (1) 第10条第1項にかかわらず、当行の裁量により支払資金をこえて手形、小切手等の支払をした場合には、当行からの請求がありしだい直ちにその不足金を支払ってください。
- (2) 前項の不足金に対する損害金の割合は年13.00%(年365日の日割計算)とし、当行所定の方法によって計算します。
- (3) 第1項により当行が支払をした後に当座勘定に受入れまたは振込まれた資金は、同項の不足金に充当します。
- (4) 第1項による不足金、および第2項による損害金の支払がない場合には、当行は諸預り金その他の債務と、その期限のいかにかわらず、いつでも差引計算することができます。
- (5) 第1項による不足金がある場合には、本人から当座勘定に受入れまたは振込まれている証券類は、その不

足金の担保として譲り受けたものとします。

第13条(手数料等の引落し)

- (1) 当行が受取るべき貸付金利利息、割引料、手数料、保証料、立替費用、その他これに類する債権が生じた場合には、小切手や払戻請求書によらず、当座勘定からその金額を引落すことができるものとします。
- (2) 当座勘定から各種料金等の自動支払をする場合には、当行所定の手続をしてください。
- (3) 当座勘定残高不足のため、またはその他の理由で、当行が当該当座勘定より手数料等の引落しができない場合は、当行所定の方法で通知しますので至急ご入金あるいは別途支払の手続をお取りください。

第14条(支払保証に代わる取扱い)

小切手の支払保証はしません。ただし、その請求があるときは、当行は自己宛小切手を交付し、その金額を当座勘定から引落します。

第15条(印鑑等の届出)

- (1) 当座勘定の取引に使用する印鑑(または署名鑑)は、当行所定の用紙を用い、あらかじめ当行に届出てください。
- (2) 代理人により取引をする場合には、本人からその氏名と印鑑(または署名鑑)を前項と同様に届出てください。

第16条(届出事項の変更)

- (1) 手形、小切手、約束手形用紙、小切手用紙、印章を失った場合、または印章、名称(氏名)、商号、代表者、代理人、住所、電話番号その他届出事項に変更があった場合には、直ちに書面によって当行に届出てください。
- (2) 前項の届出の前に生じた損害については、当行は責任を負いません。
- (3) 第1項による届出事項の変更の届出がなかったために、当行からの通知または送付する書類等が延着し、または到達しなかった場合には、通常到達すべき時に到達したものとみなします。
- (4) 当座勘定の開設等に当たっては、法令等の定めに従い当行が実施する本人確認等の結果に、当行が満足することを要するものとします。これらの確認事項に変更が生じた場合には、直ちに当行所定の方法により当行に届出てください。

第17条(成年後見人等の届出)

- (1) 家庭裁判所の審判により、補助・保佐・後見が開始された場合には、直ちに成年後見人等の氏名その他必要な事項を書面によって当行に届出てください。預金者の成年後見人等について、家庭裁判所の審判により、補助・保佐・後見が開始された場合も同様に届出てください。
- (2) 家庭裁判所の審判により、任意後見監督人の選任がされた場合には、直ちに任意後見人の氏名その他必要な事項を書面によって当行に届出てください。
- (3) すでに補助・保佐・後見開始の審判を受けている場合、または任意後見監督人の選任がされている場合にも、前二項と同様に届出てください。
- (4) 前三項の届出事項に取消または変更等が生じた場合にも同様に届出てください。
- (5) 前四項の届出の前に生じた損害については、当行は責任を負いません。

第18条(印鑑照合等)

- (1) 当行が手形、小切手または諸届け書類に使用された印影(または署名)を、届出の印鑑(または署名鑑)と相当の注意をもって照合し、相違ないものと認めて取扱った場合は、その手形、小切手、諸届け書類につき、偽造、変造その他の事故があっても、そのために生じた損害については、当行は責任を負いません。
- (2) 手形、小切手として使用された用紙を、相当の注意をもって第9条の交付用紙であると認めて取扱った場合は、その用紙につき模造、変造、流用があっても、そのために生じた損害については、前項と同様とします。
- (3) 本規定および別途交付の約束手形用法、為替手形用法または小切手用法に違反したために生じた損害についても、第1項と同様とします。

第19条(振出日、受取人記載もれの手形、小切手)

- (1) 手形、小切手を振出しましたは為替手形を引受ける場合には、手形要件、小切手要件をできるかぎり記載してください。もし、小切手もしくは確定日払の手形で振出日の記載のないもの、または、手形で受取人の記載のないものが呈示されたときは、その都度連絡することなく支払うことができます。
- (2) 前項の取扱いによって生じた損害については、当行は責任を負いません。

第20条(線引小切手の取扱い)

- (1) 線引小切手が呈示された場合、その裏面に届出印の押捺(または届出の署名)があるときは、その持参人に支払うことができます。
- (2) 前項の取扱いをしたため、小切手法第38条第5項の規定による損害が生じても、当行はその責任を負いません。また、当行が第三者にその損害を賠償した場合には、振出人に求償できるものとします。
- (3) 個人当座勘定の場合、代理人が自己の名義で振出したものについても前項と同様当行はその責任を負わず、また、本人に求償できるものとします。

第21条(自己取引手形等の取扱い)

- (1) 手形行為に取締役会の承認、社員総会の認許その他これに類する手続を必要とする場合でも、当行はその承認等の有無について調査を行うことなく、支払をすることができます。
- (2) 前項の取扱いによって生じた損害については、当行は責任を負いません。

第22条(利息)

当座預金には利息をつけません。

第23条(預金取引明細書等)

当行では、当座勘定の受払または残高を預金取引明細書をもって報告します。預金取引明細書は、取引の都度または当行の定める期間毎に発行されます。別途お渡しする預金取引明細書綴込帳に番号順に綴り込んで保管してください。

第24条(譲渡、質入れの禁止)

この預金、預金契約上の地位その他この取引にかかる一切の権利は、譲渡、質入れその他第三者の権利を設定すること、または第三者に利用させることはできません。

第25条(当座勘定維持手数料)

- (1) この当座勘定を維持するには、当座勘定維持手数料がかかります。当座勘定維持手数料は別途顧客に交付する手数料一覧に記載の料率により、毎月当行所定の日に、この当座勘定から小切手や払戻請求書によらずに払戻しの上、充当されます。当座勘定開設日の属する月の当座勘定維持手数料は、当座勘定開設日がいつであるにかかわらず、1ヵ月分をお支払いください。
- (2) 当座勘定維持手数料は諸般の情勢により変更されることがあります。
- (3) この当座勘定が解約された場合、当座勘定解約日の属する月の当座勘定維持手数料は、当座勘定解約日がいつであるかにかかわらず、1ヵ月分とし、既に支払済の場合には返還されず、支払がされていない場合には、解約時にお支払いいただきます。

第26条(取引の制限等)

- (1) 当行は、当座勘定開設者たる預金者の情報および具体的な取引の内容等を適切に把握するため、提出期限を指定して各種確認や資料の提出を求めることがあります。預金者から正当な理由なく指定した期限までに回答いただけない場合には、本規定にもとづく当座勘定にかかる取引の一部を制限する場合があります。
- (2) 前項の各種確認や資料の提出の求めに対する預金者の回答、具体的な取引の内容、預金者の説明内容およびその他の事情を考慮して、当行がマネー・ローンダリング、テロ資金供与、もしくは経済制裁関係法令等への抵触のおそれがあると判断した場合には、本規定にもとづく当座勘定にかかる取引の一部を制限する場合があります。
- (3) 前二項に定めるいずれの取引の制限についても、預金者からの説明等にもとづき、マネー・ローンダリング、

テロ資金供与、または経済制裁関係法令等への抵触のおそれが合理的に解消されたと当行が認める場合、当行は当該取引の制限を解除します。

第27条(解約)

- (1) この取引は、当事者の一方の都合でいつでも解約することができます。ただし、当行に対する解約の通知は届出の印章(または署名)による押印(または署名)のある書面によるものとします。
- (2) 次の各号の一にでも該当した場合には、当行はこの当座勘定にかかる取引を停止し、または当座勘定開設者たる預金者に通知することによりこの当座勘定を解約することができるものとします。なお、本項にもとづき通知により解約する場合、到達のいかんにかかわらず、当行が解約の通知を届出のあった名称(氏名)、住所にあてて発信した時に解約されたものとします。
 - ① この当座勘定の名義人が存在しないことが明らかになった場合または当座勘定の名義人の意思によらずに開設されたことが明らかになった場合
 - ② この当座勘定の開設者たる預金者が第24条に違反した場合
 - ③ この当座勘定がマネー・ローンダリング、テロ資金供与、経済制裁関係法令等に抵触する取引に利用され、またはそのおそれがあると合理的に認められる場合
 - ④ この当座勘定が法令や公序良俗に反する行為に利用され、またはそのおそれがあると認められる場合
 - ⑤ 法令等の定めに従い当行が実施した本人確認等の際の確認事項に虚偽が存することが判明した場合
 - ⑥ 前各号に該当する疑いがある場合に、当行が確認等を求めたにもかかわらず、合理的な理由なく、これに尽きない場合
- (3) 当行は、長期間にわたりこの当座勘定の受払がない場合、第25条に定める当座勘定維持手数料を引落すのに十分な残高がなくなった場合または支払資金預入れの再三にわたる遅延、支払の停止その他相互の信頼関係が失われたと合理的に判断する場合には、いつでもこの当座勘定を解約することができます(本項は前二項を限定する趣旨ではありません)。
- (4) 当行が解約の通知を届出の住所にあてて発信した場合に、その通知が延着しまたは到達しなかったときは、別段の定めのない限り、通常到達すべき時に到達したものとみなします。
- (5) 手形交換所の取引停止処分を受けたために、当行が解約する場合には、到達のいかんにかかわらず、その通知を発信した時に解約されたものとします。

第27条の2(反社会的勢力の排除)

- (1) 前条のほか、次の各号の一にでも該当し、取引を継続することが不適切である場合には、当行はこの取引を停止し、または解約の通知をすることによりこの当座勘定を解約することができるものとします。なお、本項にもとづき通知により解約する場合、到達のいかんにかかわらず、当行が解約の通知を届出のあった名称(氏名)、住所にあてて発信した時に解約されたものとします。
 - ① 預金者が当座勘定開設申込時にした反社会的勢力との取引拒絶にかかる表明保証・確約に関して虚偽の申告をしたことが判明した場合
 - ② 預金者が、暴力団、暴力団員、暴力団員でなくなったときから5年を経過しない者、暴力団準構成員、暴力団関係企業、総会屋等、社会運動等標ぼうゴロまたは特殊知能暴力集団等、その他これらに準ずる者(以下、これらを「暴力団員等」という。)に該当し、または次のいずれかに該当することが判明した場合
 - A. 暴力団員等が経営を支配していると認められる関係を有すること
 - B. 暴力団員等が経営に実質的に関与していると認められる関係を有すること
 - C. 自己、自社もしくは第三者の不正の利益を図る目的または第三者に損害を加える目的をもってするなど、不当に暴力団員等を利用していると認められる関係を有すること
 - D. 暴力団員等に対して資金等を提供し、または便宜を供与するなどの関与をしていると認められる関係を有すること
 - E. 役員または経営に実質的に関与している者が暴力団員等と社会的に非難されるべき関係を有すること
 - ③ 預金者(預金者が法人の場合は、預金者またはその運営・業務遂行等に実質的に影響力を及ぼしている者(たとえば、会社である場合の支配権を有する株主、主要な社員、取締役、執行役その他会社の重要な業務の執行を担当する使用人などを含むが、これらに限らない))が、自らまたは第三者を利用して次の各号のいずれか一にでも該当する行為をした場合
 - A. 暴力的な要求行為

- B. 法的な責任を超えた不当な要求行為
 - C. 取引に関して、脅迫的な言動をし、または暴力を用いる行為
 - D. 風説を流布し、偽計を用いまたは威力を用いて当行の信用を毀損し、または当行の業務を妨害する行為
 - E. その他前各号に準ずる行為
- (2) 前項の解約によって生じた損害については、当行は一切責任を負いません。また、この解約により当行に損害が生じたときは、当座勘定の開設者たる預金者は当行に対し当該損害を賠償するものとします。

第28条(取引終了後の処理)

- (1) この取引が終了した場合には、その終了前に振出された約束手形、小切手または引受けられた為替手形であっても、当行はその支払義務を負いません。
- (2) 前項の場合には、未使用の手形用紙、小切手用紙は直ちに当行へ返却するとともに、当座勘定の決済を完了してください。

第29条(手形交換所規則による取扱い)

- (1) この取引については、前各条のほか、関係のある手形交換所の規則に従って処理するものとします。
- (2) 関係のある手形交換所で災害、事変等のやむをえない事由により緊急措置がとられている場合には、第8条AまたはBの第2項にかかわらず、呈示期間を経過した手形についても当座勘定から支払うことができるなど、その緊急措置に従って処理するものとします。
- (3) 前項の取扱いによって生じた損害については、当行は責任を負いません。

第30条(個人信用情報センターへの登録)

個人取引の場合において、次の各号の事由が一つでも生じたときは、その事実を銀行協会の運営する個人信用情報センターに5年間(ただし、下記第3号の事由の場合のみ6ヵ月間)登録し、同センターの加盟会員ならびに同センターと提携する個人信用情報機関の加盟会員はその情報を自己の取引上の判断のため利用できるものとします。

1. 差押、仮差押、支払停止、破産等信用欠如を理由として解約されたとき。
2. 手形交換所の取引停止処分を受けたとき。
3. 手形交換所の不渡報告に記載されたとき。

第31条(規定の変更)

- (1) 本規定の各条項その他の条件は、金融情勢その他の状況の変化その他相当の事由があると認められる場合には、当行ウェブサイトへの掲載による公表その他相当の方法で周知することにより、変更できるものとします。
- (2) 前項の変更は、公表等の際に定める適用開始日から適用されるものとします。

第32条(準拠法、管轄裁判所、正文等)

- (1) 本規定は、日本法に従って解釈されるものとします。
- (2) 当座勘定またはこれに係る取引に関して訴訟の必要性が生じた場合には、東京地方裁判所を管轄裁判所とします。
- (3) 本規定は、日本語を正文とします。
- (4) 外貨当座勘定については、上記規定に加えて本書の4. 外貨預金規定が適用されます。
- (5) 本規定にもとづく預金は、日本の預金保険制度(預金保険法第53条に規定する保険金の支払)の対象ではありません。

1. Terms and Conditions for Current Accounts

Refusal to Deal with Anti-Social Forces

The current account (hereinafter referred to as the “Current Account”) shall be available for use only when there exists no event which would constitute any of the events set forth in Paragraph 1 of Article 27.2 hereof, and the Bank shall refuse to open the Current Account if any such event exists.

The depositor, when applying for the opening of the Current Account, shall represent and warrant to the Bank that the depositor is not any of those set forth in Item 2 of Paragraph 1 of Article 27.2, and covenant that the depositor will not (i) become any of those set forth in said Item 2, or (ii) engage in any of the activities set forth in Item 3 of Paragraph 1 of Article 27.2.

Article 1 (Offices Handling Deposit Accounts)

The depositor may make deposits in or withdrawals from the Account only at Deutsche Bank AG, Tokyo Branch (hereinafter referred to as the “Bank”).

Article 2 (Items for Deposit)

- (1) In addition to cash, the Bank shall receive for deposit in the Current Account promissory notes (yakusokutegata), bills of exchange (kawase-tegata), cheques (kogitte), interest coupons (rifuda), postal money orders (yubin-kawase-shosho), dividend warrants (haitokin-juryosho) and other instruments (shoken) which can be collected immediately (hereinafter referred to as “Instruments”).
- (2) Before depositing a promissory note, bill of exchange, cheque or any other Instrument, the depositor shall fill in all such information as legally required on the promissory notes, bills of exchange or cheques. The Bank is not obligated to fill in such information.
- (3) Before depositing an Instrument, the depositor shall endorse such Instrument and complete other formalities necessary to make the Instrument ready for collection.
- (4) Expenses for collection of an Instrument, if any, shall be charged to the depositor in accordance with the payment collection fee prescribed by the Bank.

Article 3 (Receipt of Instruments for Deposit)

- (1) Collection of an Instrument received by the Bank at its office shall be made by the Bank and the proceeds thereof shall not be available for payment until after the Bank has ascertained that it has been paid after the prescribed period for returning dishonored Instruments (fuwatarihenkan-jigen) has passed.
- (2) In the case of an Instrument which is payable at the Bank, the proceeds thereof shall be available for payment after the Bank confirms the settlement thereof within the day on which it receives such Instrument for deposit.

Article 4 (Funds Remitted by Depositor for Deposit)

- (1) Funds remitted by the depositor to the Current Account through the Deutsche Bank’s overseas branches or through other financial institutions shall not be available for payment until after the Bank has made a credit entry of such funds in the Bank’s Current Account Ledger; provided, that, if the remittance is made by means of the Bank’s receipt of an Instrument, the funds shall not be available for payment until after the Bank has ascertained that such Instrument has been paid and made a credit entry of the funds in the Bank’s Current Account Ledger.
- (2) With regard to funds remitted by bank transfer to the Current Account, the Bank shall cancel the credit entry for the remitted funds, if the Bank receives, from the financial institution which sent the remittance notice of such funds, a cancellation notice due to an erroneous transmission such as duplication of transmission.

Article 5 (Deposit by Third Party)

- (1) When a third party remits funds to the Current Account at the Bank, if such remittance is made by means of the Bank’s receipt of an Instrument, the provisions of Article 3 shall apply mutatis mutandis.
- (2) When a third party remits funds to the Current Account through Deutsche Bank’s overseas branches or

through other financial institutions, the provisions of Article 4 shall apply mutatis mutandis.

Article 6 (Dishonor of Received Instruments)

- (1) If an Instrument received for deposit in or for remittance to the Current Account as provided for in the preceding Articles 3 through 5 has been dishonored, the Bank shall promptly notify the depositor thereof and makes a debit entry of the amount of such Instruments in the Current Account Ledger. The dishonored Instruments shall be returned, upon request, to the depositor at the Bank's office where such dishonored Instruments were received for deposit or remittance; provided, that, in the case of Article 5, the dishonored Instruments shall be returned to the third party who made the remittance; provided, further, that, in the case of Paragraph 1 of Article 5, the Bank may return such dishonored Instruments to the third party through the depositor.
- (2) In the case of the preceding Paragraph, the Bank shall take procedures for the preservation of the holder's rights with respect to dishonored Instruments only with respect to which it has received a written request from the depositor in advance.

Article 7 (Procedure for Face Value Recognition)

In receiving or paying a promissory note, bill of exchange or cheque, the Bank shall treat as its face amount the amount shown in the place specified for value, regardless of any other indications that may be shown elsewhere thereon, whether in words or numerals.

Article 8 (Payment of Cheques, etc.)

A. If the Current Account is for a corporation or other judicial person (hojin), the following provisions shall apply:

- (1) The depositor shall not issue a promissory note, or issue or accept a bill of exchange, payable at the Bank for payment to a third party, without prior approval by the Bank.
- (2) The Bank is authorized to and shall make payment of any cheque presented for payment, and any promissory note or bill of exchange presented for payment within the period prescribed for presentment (teiji-kikan) from the Current Account.
- (3) For a withdrawal from the Current Account, the depositor shall issue a cheque or submit a withdrawal voucher prescribed by the Bank. The Bank will not handle any cheque denominated in a foreign currency and the depositor shall issue cheques denominated in Japanese Yen.

B. If the Current Account is for an individual, the following provisions shall apply:

- (1) The depositor shall not issue a promissory note, or issue or accept a bill of exchange, payable at the Bank for payment to a third party, without prior approval by the Bank.
- (2) The Bank is authorized to and shall make payment of any cheque presented for payment, and any promissory note or bill of exchange presented for payment within the period prescribed for presentment (teiji-kikan) from the Current Account. The Bank is further authorized to and shall make payment, from the Current Account, of any cheque or promissory note issued, or any bill of exchange accepted, by an authorized proxy of the depositor in the proxy's name.
- (3) Either the depositor or the proxy of the depositor may singly request the Bank that payment of a cheque, promissory note or bill of exchange issued or accepted be cancelled, irrespective of whether such cheque, promissory note or bill of exchange has been issued or accepted in the name of the depositor or the proxy. Such request shall be made in writing.
- (4) For a withdrawal from the Current Account, the depositor or the proxy of the depositor shall issue a cheque or submit a withdrawal voucher prescribed by the Bank. The Bank will not handle any cheque denominated in a foreign currency and the depositor or the proxy of the depositor shall issue cheques in Japanese Yen.

Article 9 (Forms of Promissory Note, Bills of Exchange or Cheques)

- (1) In issuing cheques payable by the Bank or promissory notes payable at the Bank, the depositor shall use the forms furnished by the Bank in accordance with the Directions for Use of Promissory Note Forms or the Directions for Use of Cheque Forms, which is separately provided by the Bank.
- (2) In accepting bills of exchange payable at the Bank, the depositor shall ascertain that such bills of exchange are made out on the form furnished by financial institutions authorized to take deposits.
- (3) The Bank shall not make payment with respect to any promissory note, bill of exchange or cheque which is not made out as provided for in Paragraphs 1 and 2 hereof.
- (4) The Bank shall supply the depositor, upon request and at the cost of the depositor, with forms of promissory note, bill of exchange or cheque in a quantity the Bank deems appropriate.

Article 10 (Payment Limits)

- (1) The Bank is not obligated to make payment, if the total amount of promissory notes, bills of exchange and cheques presented for payment exceeds the amount of funds available for payment in the Current Account.
- (2) The Bank will not make partial payment of a promissory note, bill of exchange or cheque.

Article 11 (Choice of Payments)

If more than one promissory notes, bills of exchange and/or cheques are presented for payment to the Bank on one day and the total amount of such promissory notes, bills of exchange and/or cheques exceeds the amount of funds available for payment in the Current Account on that day, the Bank may select in its discretion which of such promissory notes, bills of exchange and/or cheques are to be paid.

Article 12 (Overdrawing)

- (1) Notwithstanding the provisions of Paragraph 1 of Article 10 hereof, the Bank may pay at its discretion a promissory note, bill of exchange or cheque in excess of the funds then available for payment in the Current Account, in which case the depositor shall pay such deficit in full to the Bank immediately upon demand.
- (2) The deficit mentioned in the preceding Paragraph shall bear default charge at the rate of 13.00% per diem on the basis of a 365-day year. The amount of interest shall be calculated in accordance with the Bank's prescribed procedure.
- (3) The Bank shall apply to the deficit mentioned in Paragraph 1 of this Article any funds received by or remitted to the Bank for deposit in the Current Account after the Bank makes payment pursuant to said Paragraph (1).
- (4) If the depositor fails to pay the deficit provided in Paragraph 1 of this Article or the charge provided in Paragraph (2) of this Article, the Bank is entitled to set its claims off against any deposits or liabilities of the Bank owed to the depositor at any time, regardless of the maturities of such deposits or liabilities.
- (5) So long as any deficit provided for in Paragraph 1 of this Article is outstanding, all Instruments that have been received by the Bank or remitted to the Bank from the depositor for deposit in the Current Account shall be deemed to have been assigned to the Bank as security for the obligation of the depositor to pay such deficit.

Article 13 (Debit of Bank Charges, etc.)

- (1) The Bank may at any time debit from the Current Account, without a cheque or withdrawal voucher, amounts representing interest on loans, discount charges, handling commissions, guarantee fees, expenses advanced, and other similar charges owed to the Bank by the depositor.
- (2) The depositor shall take necessary procedures prescribed by the Bank, if certain charges payable by the depositor are to be automatically debited from the Current Account.
- (3) If the Bank cannot debit charges from the Current Account due to insufficient funds available for payment in the Current Account or any other reasons, the Bank shall notify the depositor thereof by the means prescribed by the Bank, in which case the depositor shall promptly deposit a sufficient amount in the Current Account or pay such charges separately.

Article 14 (Bank Cheques in lieu of Certified Cheques)

The Bank will not certify a cheque issued by the depositor, and, in lieu thereof, shall issue a bank cheque upon request, simultaneously debiting the amount of the bank cheque from the Current Account.

Article 15 (Registration of Seal Impression and Other Matters)

- (1) The depositor shall register with the Bank a specimen of the seal impression (or signature) of the depositor to be used for Current Account transactions using such form as prescribed by the Bank, before starting the transactions.
- (2) If the depositor is to do Current Account transactions through a proxy, the depositor shall register the name and specimen of seal impression or signature of the said proxy in the same manner as provided for in the preceding Paragraph.

Article 16 (Changes in Registered Matters)

- (1) The depositor shall immediately notify the Bank in writing of the loss of any promissory note, bill of exchange or cheque, any blank form of promissory note or cheque or the registered seal, or any changes in matters registered with the Bank including without limitation the seal, name, trade name, representative, proxy, address and telephone number.
- (2) The Bank shall not be responsible for any loss or damage caused prior to receipt of the written notice provided for in the preceding Paragraph.
- (3) If any notice given by the Bank or any document dispatched by the Bank was delayed in arrival or was not received by the depositor because of the depositor's failure to notify the Bank of any change in accordance with Paragraph 1 of this Article, such notice or document shall be deemed to have arrived at the time they normally should have arrived.
- (4) In order for the Bank to enter into transaction(s) with the depositor including, but not limited to, opening of the Current Account, it is necessary that the Bank shall be satisfied with the results of the "know your customer" and/or other similar checks that the Bank will carry out as set forth under the applicable laws and regulations. If there are any changes to the matters relating to the "know your customer" and/or similar checks above, such changes shall be immediately notified to the Bank by means prescribed by the Bank.

Article 17 (Notifications of Guardian of Adult, etc.)

- (1) If assistance (hojo), curatorship (hosa) or guardianship (koken) with respect to the depositor is commenced by the ruling of the family court, necessary matters such as the name of the guardian of adult (seinenkoken-nin) shall be immediately notified to the Bank in writing. If assistance (hojo), curatorship (hosa) or guardianship (koken) with respect to the depositor's guardian is commenced by the ruling of the family court, such matters shall also be notified to the Bank in writing.
- (2) If the supervisor of voluntary guardian (ninni-koken-kantoku-nin) is appointed by the family court, necessary matters such as the name of the voluntary guardian (ninni-koken-nin) shall be immediately notified to the Bank in writing.
- (3) If the ruling of the commencement of assistance, curatorship or guardianship has already been rendered, or the appointment of the supervisor of voluntary guardian has already been made, by the family court with respect to the depositor, necessary matters shall be immediately notified to the Bank in writing in the same manner as provided for in Paragraph 1 or 2 of this Article.
- (4) If rescission or change is made with respect to any of the matters notified to the Bank pursuant to the preceding Paragraphs 1 through 3, such rescission or change shall be immediately notified to the Bank in the same manner.
- (5) The Bank shall not be responsible for any loss or damage caused prior to receipt of the written notice pursuant to the preceding Paragraphs 1 through 4.

Article 18 (Verifications of Seal Impression, etc.)

- (1) To the extent that the Bank shall have verified, exerting reasonable care, the seal impression (or signature) appearing on a promissory note, bill of exchange or cheque, or notice to the Bank or any other document, with the specimen of the seal impression (or signature) registered with the Bank and treated such seal impression (or signature) as genuine, the Bank shall not be responsible for any loss or damage arising from forgery, alteration or other trouble or accident with respect to such promissory note, bill of exchange, cheque, notice or other document.
- (2) To the extent that the Bank shall have confirmed, exerting reasonable care, that the form used for a promissory note, bill of exchange or cheque presented to the Bank is the one furnished by the Bank or a financial institution authorized to take deposits as mentioned to in Article 9 hereof and treated such promissory note, bill of exchange or cheque accordingly, the provisions of the preceding Paragraph shall apply mutatis mutandis to any loss or damage arising from fabrication, alteration or misappropriation with respect to the form.
- (3) The provisions of Paragraph 1 of this Article shall also apply mutatis mutandis to any loss or damage arising from a violation of the Terms and Conditions, or the Directions for Use of Promissory Notes, the Directions for Use of Bills of Exchange or the Directions for Use of Cheques, which is separately furnished to the depositor by the Bank.

Article 19 (Fulfillment of Legal Requisites)

- (1) In issuing a promissory note, bill of exchange or cheque, or accepting a bill of exchange, the depositor shall fulfill legal requisites for such Instruments as much as possible. If (i) a cheque or a promissory note or bill of exchange payable on a fixed date with no issuing date posted thereon, or (ii) a promissory note or bill of exchange with no payee specified thereon, is presented to the Bank for payment, the Bank may nonetheless pay such cheque, promissory note or bill of exchange without notifying the depositor.
- (2) The Bank shall not be responsible for any loss or damage that may result from any action taken in accordance with the provisions of the preceding Paragraph.

Article 20 (Crossed Cheques)

- (1) If a crossed cheque (senbiki-kogitte) with an impression of the depositor's seal (or signature) registered with the Bank on the reverse side is presented at the counter of the Bank, the Bank is authorized to pay the cheque amount to the bearer in cash.
- (2) The Bank shall not be responsible under Paragraph 5, Article 38 of the Cheque Act for any loss or damage arising from or in connection with any action taken by the Bank in accordance with the provisions of the preceding Paragraph. If the Bank pays such loss or damage to a third party, the Bank shall be entitled to reimbursement from the depositor.
- (3) If the Current Account is for an individual, the Bank shall not be responsible for such loss or damage as set forth in the preceding Paragraph with respect to cheques issued by a proxy of the depositor, and the Bank shall be likewise entitled to reimbursement from the depositor.

Article 21 (Inquiry Waived)

- (1) The Bank may pay any promissory note or bill of exchange presented to it, even if the issuance or acceptance of or other act relating to such promissory note or bill of exchange requires the approval of the board of directors or the general meeting of the members of a corporation or any other similar procedure, without making any inquiry as to such approval or procedure.
- (2) The Bank shall not be responsible for any loss or damage that may result from any action taken in accordance with the provisions of the preceding Paragraph.

Article 22 (Interest)

The Bank will not pay interest on the credit balance in the Current Account.

Article 23 (Account Statement, etc.)

The Bank shall issue an account statement to the depositor to report debits from and credits to, and the balance of, the Current Account. The account statement may be issued upon each transaction or at such interval as is determined by the Bank. The depositor shall keep the account statements by filing them in serial order in an Account Statement Folder separately provided by the Bank.

Article 24 (Prohibition of Assignment or Pledge)

The depositor may not assign, pledge, grant a third party any right to, or permit a third party to make use of, the deposit in the Current Account, the depositor's position under the deposit agreement with the Bank ("keiyaku-jo-no-chii") or any other right with respect to any transaction concerning the Current Account.

Article 25 (Account Maintenance Fee)

- (1) In order to maintain the Current Account, the depositor shall pay such account maintenance fee as set out in a fee schedule separately delivered by the Bank to the depositor. The account maintenance fee shall be debited from the Current Account every month on the day determined by the Bank without a cheque or withdrawal voucher. The amount of the account maintenance fee for a month in which the Current Account is opened shall be equal to that for a full month, irrespective of on what day of the month the Current Account is opened.
- (2) The Bank may change the account maintenance fee when there is any change in economic and other conditions.
- (3) The account maintenance fee for the month in which the transactions contemplated under the Terms and Conditions are terminated shall be equal to that for a full month, irrespective of on what day of the month the termination occurs. The Bank will not refund any portion of the account maintenance fee if the Bank has already received such fee for that month, and the depositor shall pay the account maintenance fee at the time of the termination of transactions if the depositor has not paid by that time such fee for that month.

Article 26 (Restriction on Transactions)

- (1) For the purpose of verifying depositor information and/or substance of any specific transactions via the Current Account, the Bank may from time to time make inquiries to the depositor or request him/her to produce any relevant documents or furnish information to the Bank within a period designated by the Bank. If the depositor fails to respond to any such inquiries/ document production on time without any legitimate reason, the Bank may restrict part of transactions contemplated under the Terms and Conditions hereunder.
- (2) If the Bank determines, in view of responses and explanation relating to, among others, substance of any specific transactions which have been furnished by the depositor in the course of various confirmation or document production made pursuant to the preceding Paragraph and of any other circumstances, that there may arise risk involved in money laundering or terrorism financing or otherwise may conflict with any applicable economic sanctions, the Bank may restrict part of transactions contemplated under the Terms and Conditions hereunder.
- (3) If the Bank determines, in view of further explanation made by the depositor and of other circumstances, that any possible risk involved in money laundering or terrorism financing or other conflict with any applicable economic sanctions, has been reasonably eliminated, the Bank will remove any such restrictions made pursuant to any of the preceding two Paragraphs.

Article 27 (Termination)

- (1) Either the Bank or the depositor may terminate the transactions contemplated under the Terms and Conditions at any time at the discretion of such party; provided, that, if the depositor is the terminating party, the depositor shall give to the Bank a written notice of termination with an impression of the seal or the

signature of the depositor registered with the Bank.

- (2) The Bank may suspend the transactions contemplated under the Terms and Conditions, or terminate such transactions by giving notice to the depositor, if any of the following events occurs. Should the Bank close the Current Account by giving notice hereunder the Current Account shall be deemed to be closed at the time when the Bank dispatches such notice to the name and address of the depositor registered with the Bank, regardless of whether such notice actually is received by the depositor.
 - i If it becomes evident that the holder of the Current Account does not exist or the Current Account was not opened by the holder of the Current Account;
 - ii If the depositor breaches Article 24 hereof;
 - iii If the Current Account is used, or reasonably suspected to be used, for or in connection with money laundering or terrorism financing or any transactions which may conflict with any applicable economic sanctions;
 - iv If the Current Account is used for any activity which violates any law or regulation, or public policy, or there is the likelihood thereof;
 - v If any of the matters verified in the “know your customer” procedure and/or similar checks performed under the applicable laws and regulations are found to be false; or
 - vi If the depositor does not comply with the request for verification or similar requests from the Bank without reasonable cause, in the event there is a suspicion that any of the preceding items may apply.
- (3) The Bank may terminate the transactions contemplated under the Terms and Conditions, if (i) the depositor has not utilized the Current Account for a long period of time, or (ii) the amount of funds available for payment in the Current Account becomes insufficient for debit of the account maintenance fee provided for in Article 25, or (iii) the depositor has repeatedly failed to deposit necessary funds to make payments from the Current Account, has fallen into the situation of suspension of payments (shiharai-no-teishi) or has otherwise caused the trust relationship between the Bank and the depositor to be lost (this Paragraph shall not in any way limit the generality of the Paragraphs 1 and 2 of this Article).
- (4) Unless otherwise specified, if the Bank dispatches notice to the address of the depositor registered with the Bank, the depositor shall be deemed to have received such notice or document at the time it normally should have arrived, even though such notice or document was delayed in arrival or was not actually received by the depositor.
- (5) In the event that the Bank terminates the transactions contemplated under the Terms and Conditions because the depositor has become subject to suspension of transactions with banks (torihiki-teishi-shobun) under the relevant Clearing House rules, the termination shall take effect immediately upon dispatch of the termination notice by the Bank, regardless of whether or not such notice is actually received by the depositor.

Article 27.2 (Exclusion of Anti-Social Forces)

- (1) In addition to the provisions of the preceding Article 27, the Bank may suspend the transactions contemplated under the Terms and Conditions, or terminate such transactions by giving notice to the depositor, if any of the following events occurs and the Bank determines that it is improper to continue a transaction or transactions with the depositor. Should the Bank close the Current Account by giving notice hereunder the Current Account shall be deemed to be closed at the time when the Bank dispatches such notice to the name and address of the depositor registered with the Bank, regardless of whether such notice actually is received by the depositor.
 - i If it turns out that the depositor has made a false declaration with respect to any matter represented and warranted by the depositor when applying for the opening of the Current Account;
 - ii If it turns out that the depositor is one of the following (“bouryokudan-in, etc.”): a group whose members promote or likely to promote the collective and/or habitual commission of violence or similar acts (bouryokudan); a person who is a member of any group that falls under bouryokudan (bouryokudan-in); a person with respect to whom 5 years or more has not been passed since such person ceased to be a bouryokudan-in; a person who is under the influence of any group that falls under bouryokudan and (a) is likely to commit violence or similar acts using the influence of such group or (b) cooperates or participates in the operations of any such group including, but not limited to, through the provision of funds, weapons

or other assistance to any such group or member thereof (bouryokudan jun-kouseiin); an entity (a) in relation to which any person that falls under bouryokudan-in participates in its management, (b) which is managed by any person that falls under bouryokudan jun-kouseiin or any former member of any group that falls under bouryokudan including, but not limited to, through the provision of funds to such group, or (c) which actively cooperates or participates in the operations of any group that falls under bouryokudan for the purpose of its business (bouryokudan kankei kigyou); (a) a group or person who is likely to commit violence or similar acts in demanding unjustified proceeds or benefits from corporations or other entities or otherwise threatens public safety (soukaiya tou), (b) a group or person who is likely to commit acts analogous to (a) above in the name of social or political activism (shakai undou tou hyoubou goro), or (c) a group or person who takes a primary role in organized and unjustified activities (x) using the influence of any group that falls under bouryokudan or (y) through any financial relationship with any such group (tokushu chinou bouryoku syudan tou); or a group or person acting in a manner similar to or analogous to the foregoing, or

if it turns out that the depositor;

- A has such relationship with bouryokudan-in, etc. that shows the control by bouryokudan-in, etc. over its management.
 - B has such relationship with bouryokudan-in, etc. that shows substantial involvement by bouryokudan-in, etc. in its management.
 - C has such relationship with bouryokudan-in, etc. that shows reliance on bouryokudan-in, etc. for the purpose of unfairly benefiting itself, its own company or third party or of causing damage to any third party.
 - D has such relationship with bouryokudan-in, etc. that shows provision of funds or facilities to bouryokudan-in, etc.
 - E has a member of its board or any other person substantially involving in its management who has socially condemnable relationship with bouryokudan-in, etc.
- iii If the depositor, or in the case that the depositor is a judicial person (hojin), the depositor or any of its “related parties” (a “related parties” shall be any person who has substantial influence over the management or business operations of such judicial person (for example, if the depositor is a corporation (kaisha), a “related party” shall include a controlling shareholder (kabunushi), a major member (shain), a director (torishimariyaku), an executive officer (shikkouyaku) and an employee who is in charge of execution of any important business operation of the depositor)), commits, directly or through a third party, any of the following conducts:
- A making a demand with violence;
 - B making an unreasonable demand beyond legal responsibility;
 - C taking an action with the use of intimidation or violence in relation to transaction;
 - D taking an action to defame the reputation of or interfere with the business of the Bank through fraud, the spreading of false information or violent or forceful means; or
 - E any act similar to or analogous to the foregoing.
- (2) The depositor shall not claim any losses or damages against the Bank caused by the application of Paragraph 1 of this Article. Conversely, the depositor shall be held liable for any losses or damages incurred or suffered by the Bank as result thereof.

Article 28 (Post-termination Procedure)

- (1) After the transactions contemplated under the Terms and Conditions are terminated, the Bank shall not be obligated to pay any promissory note, bill of exchange or cheque which may have been issued and/or accepted prior to the termination.
- (2) In the case of the preceding Paragraph, the depositor shall immediately return the unused forms of promissory notes, bills of exchange and cheques to the Bank, and at the same time complete the settlement of the Current Account.

Article 29 (Clearing House Rules)

- (1) The transactions contemplated under the Terms and Conditions shall be subject to, in addition to the provisions of the Articles hereof, the rules of the relevant Clearing House.
- (2) In the event that an emergency measure has been taken at the relevant Clearing House due to unavoidable reasons such as disaster or similar incident, the Bank shall proceed in accordance with the emergency measure; for example, if the emergency measure permits the Bank to make payment, from the Current Account, of a promissory note or bill of exchange presented for payment after the period prescribed for presentation (teiji-kan) has been lapsed, the Bank may do so notwithstanding Paragraph 2 of Article 8-A or B hereof.
- (3) The Bank shall not be responsible for any loss or damage that may result from any action taken in accordance with the provisions of the preceding Paragraph.

Article 30 (Reporting to Credit Information Center)

In the case that the depositor is an individual, if any of the events enumerated below occurs, any such event shall be reported to the Credit Information Center operated by the Bankers' Association to be kept on the records of such Center for five years (or for six months in the case of (iii) only), and each of the members of the Credit Information Center, and each of the members of other credit information institutions which cooperate with the Credit Information Center, shall be permitted to utilize such information to make decisions in connection with its own transactions:

- i If the Bank terminates the transactions contemplated under the Terms and Conditions by reason of loss of credit of the depositor, such as attachment or provisional attachment being made to the assets of the depositor, the depositor falling into the situation of suspension of payments (shiharai-no-teishi) or the depositor going into bankruptcy;
- ii If the depositor has become subject to suspension of transactions with banks (torihiki-teishi-shobun) under the relevant Clearing House rules; or
- iii If the depositor is named in the Report of Dishonored Instruments (fuwatari-hokoku) issued by the relevant Clearing House.

Article 31 (Amendments of Terms and Conditions)

- (1) The Bank may amend the Terms and Conditions if there is a reasonable basis for, such as a change in financial or other condition, by making available such amendment to the public by uploading it to the Bank's website or taking any other appropriate method.
- (2) Any amendment prescribed in the preceding Paragraph will become effective from a date specified in such announcement to be the effective date of such amendment.

Article 32 (Governing Law, Jurisdiction and Language, etc.)

- (1) The Terms and Conditions shall be governed by and construed in accordance with the laws of Japan.
- (2) In the event that the institution of a lawsuit in connection with the Current Account or transactions concerning the Current Account becomes necessary, the depositor and the Bank consent to the jurisdiction of the Tokyo District Court.
- (3) The original language of the Terms and Conditions shall be Japanese.
- (4) Foreign currency deposits are also subject to "4. Terms and Conditions for Foreign Currency Deposits" in addition to the above provisions.
- (5) The deposit under the Terms and Conditions will not be subject to or otherwise protected by the Deposit Insurance Programme in Japan (including the insurance claim set out in Article 53 of the Deposit Insurance Act).

小切手用法

小切手用法

1. この小切手用紙は、当行における貴方名義の当座勘定に限り使用し、他の当座勘定に使用したり、他人に譲り渡すことはしないでください。
2. 小切手のお振出しにあたっては、当座勘定の残高を確認してください。なお、先日付の小切手でも呈示を受ければ、支払うこととなりますからご承知おきください。
3. 小切手のお振出しにあたっては、金額、振出日などを明確に記入し、記名捺印に際しては、当行へお届けのご印章を使用してください。なお、改ざん防止のために消しにくい筆記具を使用してください。
4. (1) 金額は所定の金額欄に記入してください。
(2) 金額をアラビア数字(算用数字、1、2、3……………)で記入するときは、チェックライターを使用し、金額の頭には「¥」を、その終りには ※ 、★ などの終止符号を印字してください。なお、文字による複記はしないでください。
(3) 金額を文字で記入するときは、文字の間をつめ、壹、弍、参、拾など改ざんしにくい文字を使用し、金額の頭には「金」を、その終りには「円」を記入してください。
5. 金額を誤記されたときは、訂正しないで新しい小切手用紙を使用してください。金額以外の記載事項を訂正するときは、訂正個所にお届け印を捺印してください。
6. 小切手用紙の下辺余白部分(クリアーバンド)は使用しないでください。
7. 小切手用紙は大切に保管し、万一、紛失、盗難などの事故があったときは、当行所定の用紙によりただちに届出てください。
8. 小切手用紙は、当行所定の受取書に記名捺印(お届け印)のうえ請求してください。

Directions for Use of Cheque Forms

1. You can use these cheque forms only for the Current Account in your name at this Depository Office, and may not use for any other Current Account. You may not assign or transfer these forms to any other person.
2. You must ascertain that there exists the sufficient amount of funds in your Current Account before you draw a cheque. You also need to understand that a post-dated cheque will be paid if presented to the Bank for payment regardless of the date of the drawing.
3. When you draw a cheque, you need to clearly write the amount, the date of drawing and other items to be entered, and use the seal impression which is registered with the Bank (such seal, the “registered seal”). In order to avoid any alteration, you need to use such writing utensils so that writing cannot be easily erased.
4. (1)The amount must be entered in the amount column provided on the cheque form. (2)To enter the amount in Arabic figures, you need to use a cheque writer and print “¥” immediately before the amount and print such a mark as “※” or “★” immediately after the amount. You must not enter the amount in words additionally. (3)To enter the amount in words, you need to use Japanese Kanji characters which cannot be easily altered, must not leave unnecessary space between Kanji characters. You also need to write “金” immediately before the amount and “円” immediately after the amount.
5. If you enter a wrong amount in a cheque form, you cannot correct the amount and need to use a new form. When you correct any entry other than the amount, you need to affix the registered seal where you make the correction.
6. You must not make any entry in the blank space at the bottom (the clear band) of the check form.
7. You need to store blank cheque forms with due care. In the event that any blank cheque form is lost, stolen or misplaced, you must immediately notify the Bank by submitting a form prescribed by the Bank.
8. You can obtain new blank cheque forms by submitting a receipt form prescribed by the Bank with your name written and the registered seal affixed.

約束手形用法

約束手形用法

1. この手形用紙は、当行における貴方名義の当座勘定に限り使用し、他の当座勘定に使用したり、他人に譲り渡すことはしないでください。
2. 手形のお振出しにあたっては、金額、住所、支払期日を明確に記入し、記名捺印に際しては、当行へお届けのご印章を使用してください。住所の記載があれば、振出地の記入は省略することができます。なお、改ざん防止のために消しにくい筆記具を使用してください。
3. 振出日、受取人の記載は、手形要件となっていますから、必ず記入してください。
4. (1) 金額は所定の金額欄に記入してください。
(2) 金額をアラビア数字(算用数字、1、2、3……)で記入するときは、チェックライターを使用し、金額の頭には「¥」を、その終りには ※、★などの終止符号を印字してください。なお、文字による複記はしないでください。
(3) 金額を文字で記入するときは、文字の間をつめ、壹、弍、参、拾など改ざんしにくい文字を使用し、金額の頭には「金」を、その終りには「円」を記入してください。
5. 金額を誤記されたときは、訂正をしないで新しい手形用紙を使用してください。金額以外の記載事項を訂正するときは、訂正個所にお届け印を捺印してください。
6. 手形用紙の右上辺、右辺ならびに下辺(クリアーバンド)などの余白部分は使用しないでください。
7. 手形用紙は大切に保管し、万一、紛失、盗難などの事故があったときは、当行所定の用紙によりただちに届出てください。
8. 手形用紙は、当行所定の受取書に記名捺印(お届け印)のうえ請求してください。

Directions for Use of Promissory Note Forms

1. You can use these promissory note forms only for the Current Account maintained in your name at this Bank, and may not use for any other Current Account. You may not assign or transfer these forms to any other person.
2. When you draw a promissory note, you need to clearly write the amount, the address and the maturity date, and use the seal the impression of which is registered with the Bank (such seal, the “registered seal”). You do not have to fill in the place of drawing if you write the address. In order to avoid any alternation, you need to use such writing utensils so that writing cannot be easily erased.
3. You need to fill in the date of drawing and the name of the payee, which are legal requisites.
4. (1)The amount must be entered in the amount column provided on the promissory note form. (2)To enter the amount in Arabic figures, you need to use a cheque writer and print “¥” immediately before the amount and print such a mark as “※”or “★”immediately after the amount. You must not enter the amount in words additionally. (3)To enter the amount in words, you need to use Japanese Kanji characters which cannot be easily altered, and must not leave unnecessary space between Kanji characters. You also need to write “金” immediately before the amount and “円” immediately after the amount.
5. If you enter a wrong amount in a promissory note form, you cannot correct the amount and need to use a new form. When you correct any entry other than the amount, you need to affix the registered seal where you make the correction.
6. You must not make any entry in the blank spaces at the upper right-hand side, the right-hand side and the bottom (the clear band) of the promissory note form.
7. You need to store blank promissory note forms with due care. In the event that any blank promissory note form is lost, stolen or misplaced, you must immediately notify the Bank by submitting a form prescribed by the Bank.
8. You can obtain new blank promissory note forms by submitting a receipt form prescribed by the Bank with your name written and the registered seal affixed.

為替手形用法

為替手形用法

1. この手形用紙を用紙のまま他人に譲り渡すことはしないでください。
2. 手形のお振出しにあたっては、支払人(引受人)が金融機関と当座勘定取引があることを確認してください。
3. 手形のお振出しにあたっては、金額、住所、支払期日等を明確に記入してください。住所の記載があれば、振出地の記入は省略することができます。なお、改ざん防止のために消しにくい筆記具を使用してください。
4. 振出日、支払人、受取人の記載は、手形要件となっていますから、必ず記入してください。
5. (1) 金額は所定の金額欄に記入してください。
(2) 金額をアラビア数字(算用数字、1、2、3……)で記入するときは、チェックライターを使用し、金額の頭には「¥」を、その終りには ※、★などの終止符号を印字してください。なお、文字による複記はしないでください。
(3) 金額を文字で記入するときは、文字の間をつめ、壹、弍、参、拾など改ざんしにくい文字を使用し、金額の頭には「金」を、その終りには「円」を記入してください。
6. 金額を誤記されたときは、訂正をしないで新しい手形用紙を使用してください。金額以外の記載事項を訂正するときは、訂正箇所にお届け印を捺印してください。
7. 当行を支払場所とする手形のお引受けにあたっては、支払地、支払場所などを明確に記入のうえ、記名捺印に際しては、当行へお届けのご印章を使用してください。
8. 手形用紙の右上辺、右辺ならびに下辺(クリアーバンド)などの余白部分は使用しないでください。
9. 手形用紙は大切に保管してください。当行を支払場所とする手形について、万一、紛失、盗難などの事故があったときは、当行所定の用紙によりただちに届出てください。
10. 手形用紙は、当行所定の受取書に記名捺印(お届け印)のうえ請求してください。

Directions for Use of Bill of Exchange Forms

1. You cannot assign or transfer these bill of exchange forms to any other person in blank.
2. When you draw a bill of exchange, you need to make sure that the payer (or the acceptor) maintains a Current Account with a bank.
3. When you draw a bill of exchange, you need to clearly write the amount, address and the due date and other items to be entered. You do not have to fill in the place of drawing if you write the address. In order to avoid any alternation, you need to use such writing utensils so that writing cannot be easily erased.
4. You need to fill in the date of drawing, the name of the payer and the name of the payee, which are legal requisites.
5. (1)The amount must be entered in the amount column provided on the bill of exchange form. (2)To enter the amount in Arabic figures, you need to use a cheque writer and print “¥” immediately before the amount and print such a mark as “※” or “★” immediately after the amount. You must not enter the amount in words additionally. (3)To enter the amount in words, you need to use Japanese Kanji characters which cannot be easily altered, and must not leave unnecessary space between Kanji characters. You also need to write “金” immediately before the amount and “円” immediately after the amount.
6. If you enter a wrong amount in a bill of exchange form, you cannot correct the amount and need to use a new form. When you correct any entry other than the amount, you need to affix, where you make the correction, the seal impression of which is registered with the Bank (such seal, the “registered seal”).
7. When you accept a bill of exchange payable at the Bank, you need to clearly fill in the place of payment, the domicile of bill and other items to be filled in, and affix the registered seal on the bill of exchange.
8. You must not make any entry in the blank spaces at the upper right-hand side, the right-hand side and the bottom (the clear band) of the bill of exchange form.
9. You need to store blank bill of exchange forms with due care. In the event that any blank bill of exchange form is lost, stolen or misplaced, you must immediately notify the Bank by submitting a form prescribed by the Bank.
10. You can obtain new blank bill of exchange forms by submitting a receipt form prescribed by the Bank with your name written and the registered seal affixed.

2. 普通預金規定

2. 普通預金規定

(反社会的勢力との取引拒絶)

この預金口座は、第13条の2第1項第1号、第2号および第3号のいずれにも該当しない場合に利用することができ、第13条の2第1項第1号、第2号または第3号の一にでも該当する場合には、当行はこの預金口座の開設をお断りするものとします。

また、お客様には、口座開設をお申込みいただくにあたり、第13条の2第1項第2号のいずれにも該当しないことを表明保証していただくとともに、将来にわたって第13条の2第1項第2号のいずれにも該当しないことおよび第13条の2第1項第3号に該当する行為を行わないことを確約いただくものとします。

第1条(取扱店の範囲)

この預金は、ドイツ銀行東京支店(以下「当行」といいます。)でのみ預入れまたは払戻しができます。

第2条(証券類の受入れ)

- (1) この預金口座には、現金のほか、手形、小切手、利札、郵便為替証書、配当金領収証その他の証券で直ちに取立のできるもの(以下「証券類」といいます。)を受入れます。
- (2) 手形要件(特に振出日、受取人)、小切手要件(特に振出日)の白地はあらかじめ補充してください。当行は白地を補充する義務を負いません。
- (3) 証券類のうち裏書、受取文言等の必要があるものは、その手続を済ませてください。
- (4) 手形、小切手を受入れるときは、複記のいかにかわらず、所定の金額欄記載の金額によって取扱います。
- (5) 証券類の取立のため特に費用を要する場合には、店頭掲示の代金取立手数料に準じてその取立手数料をいただきます。

第3条(振込金の受入れ)

- (1) この預金口座には、為替による振込金を受入れます。
- (2) この預金口座への振込について、振込通知の発信金融機関から重複発信等の誤発信による取消通知があった場合には、振込金の入金記帳を取消します。

第4条(受入証券類の決済、不渡り)

- (1) 証券類は、当行で取立て、不渡返還時限の経過後その決済を確認したうえでなければ、受入れた証券類の金額にかかる預金の払戻しはできません。その払戻しができる予定の日は、当行所定の方法で通知します。
- (2) 受入れた証券類が不渡りとなったときは預金になりません。この場合は、直ちにその通知を届出の住所宛に発信するとともに、その金額を普通預金元帳から引落し、その証券類は当行で返却します。
- (3) 前項の場合には、あらかじめ書面による依頼を受けたものにかぎり、その証券類について権利保全の手続をします。

第5条(預金の払戻し)

- (1) この預金を払戻すときは、当行所定の払戻請求書に届出の印章(または署名)により記名押印(または署名)して提出してください。
- (2) この預金口座から各種料金等の自動支払いをするときは、あらかじめ当行所定の手続をしてください。
- (3) 同日に数件の支払をする場合にその総額が預金残高をこえるときは、そのいずれを支払うかは当行の任意とします。

第6条(利息)

この預金の利息は、毎日の最終残高(受入れた証券類の金額は決済されるまでこの残高から除く。)1円以上について付利単位を1円として、毎年5月と11月の当行所定の日に、店頭掲示の預金利率表記載の利率によって、1年を365日(当行所定の一定の通貨については360日とします。)として日割りで計算のうえこの預金に組入れます。ただし、利率は金融情勢に応じて変更します。

第7条(届出事項の変更等)

- (1) 印章を失ったとき、または印章、名称(氏名)、商号、代表者、代理人、住所、電話番号その他届出事項に変更があったときは、直ちに書面によって当行に届出てください。この届出の前に生じた損害については、当行は責任を負いません。
- (2) 印章を失った場合、この預金の払戻しまたは解約は、当行所定の手続をした後に行います。この場合、相当の期間をおき、また、書面による保証人の設定を求めることがあります。
- (3) 口座の開設等にあたっては、法令等の定めに従い当行が実施する本人確認等の結果に、当行が満足することを要するものとします。これらの確認事項に変更が生じた場合には、直ちに当行所定の方法により当行に届出てください。

第8条(成年後見人等の届出)

- (1) 家庭裁判所の審判により、補助・保佐・後見が開始された場合には、直ちに成年後見人等の氏名その他必要な事項を書面によって当行に届出てください。預金者の成年後見人等について、家庭裁判所の審判により、補助・保佐・後見が開始された場合も同様に届出てください。
- (2) 家庭裁判所の審判により、任意後見監督人の選任がされた場合には、直ちに任意後見人の氏名その他必要な事項を書面によって当行に届出てください。
- (3) すでに補助・保佐・後見開始の審判を受けている場合、または任意後見監督人の選任がされている場合にも、前二項と同様に届出てください。
- (4) 前三項の届出事項に取消または変更等が生じた場合にも同様に届出てください。
- (5) 前四項の届出の前に生じた損害については、当行は責任を負いません。

第9条(印鑑照合等)

当行が払戻請求書、諸届その他の書類に使用された印影(または署名)を、届出の印鑑(または署名鑑)と相当の注意をもって照合し、相違ないものと認めて取扱った場合は、それらの書類につき、偽造、変造その他の事故があっても、そのために生じた損害については、当行は責任を負いません。

第10条(譲渡、質入れの禁止)

- (1) この預金、預金契約上の地位その他この取引にかかる一切の権利は、譲渡、質入れその他第三者の権利を設定すること、または第三者に利用させることはできません。
- (2) 当行がやむをえないものと認めて質入れを承諾する場合には、当行所定の書式により行います。

第11条(口座維持手数料)

- (1) この預金口座を維持するには、別途預金者に交付する手数料一覧に記載の料率による口座維持手数料がかかります。口座維持手数料は、毎月当行所定の日に、この預金口座から払戻請求書によらずに払戻しの上、充当されます。口座開設日の属する月の口座維持手数料は、口座開設日がいつであるにかかわらず、1ヵ月分をお支払いください。
- (2) 口座維持手数料は諸般の情勢により変更されることがあります。
- (3) この預金口座が解約された場合、口座解約日の属する月の口座維持手数料は口座解約日がいつであるにかかわらず1ヵ月分とし、既に支払済の場合には返還されず、支払がなされていない場合には、解約時にお支払いいただきます。

第12条(取引の制限等)

- (1) 当行は、預金者の情報および具体的な取引の内容等を適切に把握するため、提出期限を指定して各種確認や資料の提出を求めることがあります。預金者から正当な理由なく指定した期限までに回答いただけない場合には、入金、払戻し等の本規定にもとづく取引の一部を制限する場合があります。
- (2) 前項の各種確認や資料の提出の求めに対する預金者の回答、具体的な取引内容、預金者の説明内容およびその他の事情を考慮して、当行がマネー・ローンダリング、テロ資金供与、もしくは経済制裁関係法令等への抵触のおそれがあると判断した場合には、入金、払戻し等の本規定にもとづく取引の一部を制限する場合があります。
- (3) 前二項に定めるいずれの取引の制限についても、預金者からの説明等にもとづき、マネー・ローンダリング、

テロ資金供与、または経済制裁関係法令等への抵触のおそれが合理的に解消されたと当行が認める場合、当行は当該取引の制限を解除します。

第13条(解約)

- (1) 預金口座は、預金者の都合でいつでも解約することができます。ただし、当行に対する解約の通知は届出の印章(または署名)による押印(または署名)のある書面によるものとします。
- (2) 次の各号の一にでも該当した場合には、当行はこの預金取引を停止し、または預金者に通知することによりこの預金口座を解約することができるものとします。なお、通知により解約する場合、到達のいかんにかかわらず、当行が解約の通知を届出のあった名称(氏名)、住所にあてて発信した時に解約されたものとします。
 - ① この預金口座の名義人が存在しないことが明らかになった場合または預金口座の名義人の意思によらずに開設されたことが明らかになった場合
 - ② この預金の預金者が第10条第1項に違反した場合
 - ③ この預金がマネー・ローンダリング、テロ資金供与、経済制裁関係法令等に抵触する取引に利用され、またはそのおそれがあると合理的に認められる場合
 - ④ この預金が法令や公序良俗に反する行為に利用され、またはそのおそれがあると認められる場合
 - ⑤ 法令等の定めに従い当行が実施した本人確認等の際の確認事項に虚偽が存することが判明した場合
 - ⑥ 前各号に関し当行が確認等を求めたにもかかわらず、合理的な理由なく、これに応じない場合
- (3) この預金が、3年または当行の定める期間以上預金者による利用がない場合には、当行はこの預金取引を停止し、または預金者に通知することによりこの預金口座を解約することができるものとします。また、法令に基づく場合も同様にできるものとします。
- (4) 前二項により、この預金口座が解約され残高がある場合、またはこの預金取引が停止されその解除を求める場合には、届出の印章(または署名)による押印(または署名)のある書面によって当行に申出てください。この場合、当行は相当の期間をおき、必要な書類等の提出または書面による保証人の設定を求めることがあります。

第13条の2(反社会的勢力の排除)

- (1) 前条のほか、次の各号の一にでも該当し、預金者との取引を継続することが不適切である場合には、当行はこの預金取引を停止し、または解約の通知をすることによりこの預金口座を解約することができるものとします。なお、本項にもとづき通知により解約する場合、到達のいかんにかかわらず、当行が解約の通知を届出のあった名称(氏名)、住所にあてて発信した時に解約されるものとします。
 - ① 預金者が口座開設申込時にした反社会的勢力との取引拒絶にかかる表明保証・確約に関して虚偽の申告をしたことが判明した場合
 - ② 預金者が、暴力団、暴力団員、暴力団員でなくなったときから5年を経過しない者、暴力団準構成員、暴力団関係企業、総会屋等、社会運動等標ぼうゴロまたは特殊知能暴力集団等、その他これらに準ずる者(以下、これらを「暴力団員等」という。)に該当し、または次のいずれかに該当することが判明した場合
 - A. 暴力団員等が経営を支配していると認められる関係を有すること
 - B. 暴力団員等が経営に実質的に関与していると認められる関係を有すること
 - C. 自己、自社もしくは第三者の不正の利益を図る目的または第三者に損害を加える目的をもってするなど、不当に暴力団員等を利用していると認められる関係を有すること
 - D. 暴力団員等に対して資金等を提供し、または便宜を供与するなどの関与をしていると認められる関係を有すること
 - E. 役員または経営に実質的に関与している者が暴力団員等と社会的に非難されるべき関係を有すること
 - ③ 預金者(預金者が法人の場合は、預金者またはその運営・業務遂行等に実質的に影響力を及ぼしている者(たとえば、会社である場合の支配権を有する株主、主要な社員、取締役、執行役その他会社の重要な業務の執行を担当する使用人などを含むが、これらに限らない))が、自らまたは第三者を利用して次の各号のいずれか一にでも該当する行為をした場合
 - A. 暴力的な要求行為
 - B. 法的な責任を超えた不当な要求行為
 - C. 取引に関して、脅迫的な言動をし、または暴力を用いる行為

- D. 風説を流布し、偽計を用いまたは威力を用いて当行の信用を毀損し、または当行の業務を妨害する行為
 - E. その他前各号に準ずる行為
- (2) 前項の解約によって生じた損害については、当行は一切責任を負いません。また、この解約により当行に損害が生じたときは、預金者は当行に対し当該損害を賠償するものとします。

第14条(預金取引明細書等)

- (1) 当行は、預金通帳の発行に代え、預金取引明細書を発行します。預金取引明細書は、取引の都度または当行の定める期間毎に発行されます。別途お渡しする預金取引明細書綴込帳に番号順に綴り込んで保管してください。
- (2) 口座残高不足のため、またはその他の理由で、当行が当該口座より手数料等の引落しができない場合は、未払分の請求書あるいは”Billing Statement”の送付その他当行所定の方法により請求しますので、速やかにご入金あるいは別途支払の手续をお取りください。

第15条(規定の変更)

- (1) 本規定の各条項その他の条件は、金融情勢その他の状況の変化その他相当の事由があると認められる場合には、当行ウェブサイトへの掲載による公表その他相当の方法で周知することにより、変更できるものとします。
- (2) 前項の変更は、公表等の際に定める適用開始日から適用されるものとします。

第16条(通知等)

届出のあった名称(氏名)、住所にあてて当行が通知または送付書類を発送した場合には、延着し、または到達しなかったときでも通常到達すべき時に到達したものとみなします。

第17条(準拠法、管轄裁判所、正文等)

- (1) 本規定は、日本法に従って解釈されるものとします。
- (2) この預金口座またはこれに係る取引に関して訴訟の必要性が生じた場合には、東京地方裁判所を管轄裁判所とします。
- (3) 本規定は、日本語を正文とします。
- (4) 外貨預金口座については、上記規定に加えて本書の 4. 外貨預金規定が適用されます。
- (5) 本規定にもとづく預金は、日本の預金保険制度(預金保険法第53条に規定する保険金の支払)の対象ではありません。

2. Terms and Conditions for Ordinary Deposit Accounts

Refusal to Deal with Anti-Social Forces

The ordinary deposit account (hereinafter referred to as the "Account") shall be available for use only when there exists no event which would constitute any of the events set forth in Paragraph 1 of Article 13.2 hereof, and the Bank shall refuse to open the Account if any such event exists.

The depositor, when applying for the opening of the Account, shall represent and warrant to the Bank that the depositor is not any of those set forth in Item 2 of Paragraph 1 of Article 13.2, and covenant that the depositor will not (i) become any of those set forth in said Item 2, or (ii) engage in any of the activities set forth in Item 3 of Paragraph 1 of Article 13.2.

Article 1 (Offices Handling Deposit Accounts)

The depositor may make deposits in or withdrawals from the Account only at Deutsche Bank AG, Tokyo Branch (hereinafter referred to as the "Bank").

Article 2 (Receipt of Instruments for Deposits)

- (1) In addition to cash, the Bank shall receive for deposit in the Account promissory notes (yakusoku-tegata), bills of exchange (kawase-tegata), cheques (kogitte), interest coupons (rifuda), postal money orders (yubin-kawase-shosho), dividend warrants (haitokin-juryosho) and other instruments (shoken) which can be collected immediately (hereinafter referred to as "Instruments").
- (2) Before depositing a promissory note, bill of exchange or cheque, the depositor shall fill in all such information as legally required, particularly the date of drawing and the payee in the case of a promissory note or bill of exchange, and the date of drawing in the case of a cheque. The Bank is not obligated to fill in such information.
- (3) Before depositing an Instrument, the depositor shall endorse such Instrument and/or complete any other formalities necessary to make the Instrument ready for collection.
- (4) In receiving a promissory note, bill of exchange or cheque for deposit, the Bank shall process it as with its face amount shown in the place specified for value, regardless of any other indications that may be shown elsewhere thereon, whether in words or numerals.
- (5) Expenses for collection of an Instrument, if any, shall be charged to the depositor in accordance with the collection tariffs posted at the Bank.

Article 3 (Receipt of Funds Remitted by Bank Transfer for Deposits)

- (1) The Bank shall also receive for deposit in the Account funds remitted by a bank transfer.
- (2) With regard to funds remitted by bank transfer to the Account, the Bank shall cancel the credit entry for the remitted funds, if the Bank receives, from the financial institution which sent the remittance notice of such funds, a cancellation notice due to an erroneous transmission such as duplication of transmission.

Article 4 (Settlement and Dishonor of Received Instruments)

- (1) Collection of an Instrument shall be made by the Bank and the proceeds thereof shall not be available for withdrawal until after the Bank has ascertained that it has been paid after the prescribed period for returning dishonored Instruments (fuwatari-henkan-jigen) has passed. The expected date on which the proceeds thereof become available for withdrawal shall be notified to the depositor in such manner as prescribed by the Bank.
- (2) If an Instrument received for deposit in the Account has been dishonored, the amount of such Instrument shall not be treated as deposited. In such event the Bank shall promptly dispatch a notice thereof to the address of the depositor registered with the Bank and, at the same time, reverse the relevant entries in the Ordinary Deposit Ledger. The dishonored Instrument shall be returned to the depositor at the Bank.

- (3) In the case of the preceding Paragraph, the Bank shall take procedures for the preservation of the holder's rights with respect to dishonored Instruments only with respect to which it has received a written request from the depositor in advance.

Article 5 (Withdrawals from the Account)

- (1) For any withdrawal of funds from the Account, the depositor shall fill in the withdrawal application form prescribed by the Bank, affixing thereto the depositor's name and the seal, the impression of which has been registered with the Bank (or the depositor's signature, the specimen of which has been registered with the Bank), and submit the same to the Bank.
- (2) When the depositor desires that utility and other charges be automatically paid from the Account when due, the depositor shall take procedures prescribed by the Bank in advance.
- (3) If multiple payments are to be made from the Account on the same day and the total amount of such payments exceeds the funds available for withdrawal in the Account, the Bank may in its discretion select payments to be made.

Article 6 (Interest)

Interest shall accrue on each one Yen of the balance of the Account at the end of every day (provided, that the amounts of Instruments received by the Bank for deposit shall be excluded from the balance until after such Instruments have been paid) if the balance is one Yen or more. Such interest shall be calculated at the rate applicable to the Account shown on the table of deposit interest rates posted at the Bank on a per diem basis of a year of 365 days (or 360 days, for relevant currency separately designated by the Bank) and the interest so calculated shall be added to the balance of the Account on such dates as prescribed by the Bank in the months of May and November each year; provided, however, that the Bank may change the interest rate when there is any change in financial conditions.

Article 7 (Changes in Registered Matters)

- (1) The depositor shall immediately notify the Bank in writing of the loss of the depositor's seal, the impression of which has been registered with the Bank, or any change with respect to the matter registered with the Bank, including without limitation, change of the depositor's seal, name, trade name, representative, proxy, address or telephone number. The Bank shall not be responsible for any damages caused prior to receipt of such written notice.
- (2) In the case of the loss of the depositor's seal, the depositor may make a withdrawal from or close the Account only after the necessary procedures prescribed by the Bank have been taken. In such case, the Bank may require a reasonable period of time before allowing such withdrawal or closure and/or request the depositor to furnish a guarantee in writing therefor.
- (3) In order for the Bank to enter into transaction(s) with the depositor including, but not limited to, opening the Account, it is necessary that the Bank shall be satisfied with the results of the "know your customer" and/or other similar checks that the Bank will carry out as set forth under the applicable laws and regulations. If there are any changes to the matters relating to the "know your customer" and/or similar checks above, such changes shall be immediately notified to the Bank by means prescribed by the Bank.

Article 8 (Notification of Guardian of Adult, etc.)

- (1) If assistance (hojo), curatorship (hosa) or guardianship (koken) with respect to the depositor is commenced by the ruling of the family court, necessary matters such as the name of guardian of adult (seinen-koken-nin) shall be immediately notified to the Bank in writing. If assistance (hojo), curatorship (hosa) or guardianship (koken) with respect to the depositor's guardian is commenced by the ruling of the family court, such matters shall also be notified to the Bank in writing.
- (2) If the supervisor of voluntary guardian (ninni-koken-kantoku-nin) is appointed by the family court, necessary matters such as the name of the voluntary guardian (ninni-koken-nin) shall be immediately notified to the Bank in writing.
- (3) If the ruling of the commencement of assistance, curatorship or guardianship has already been rendered,

or the appointment of the supervisor of voluntary guardian has already been made, by the family court with respect to the depositor, necessary matters shall be immediately notified to the Bank in writing in the same manner as provided for in Paragraph 1 or 2 of this Article.

- (4) If rescission or change is made with respect to any of the matters notified to the Bank pursuant to the preceding Paragraphs 1 through 3, such rescission or change shall be immediately notified to the Bank in the same manner.
- (5) The Bank shall not be responsible for any loss or damage caused prior to receipt of the written notice provided for in the preceding Paragraphs 1 through 4.

Article 9 (Verification of Seal Impression, etc.)

To the extent that the Bank shall have verified, exerting reasonable care, the seal impression (or signature) appearing on a withdrawal application, notice to the Bank or any other document with the specimen of the seal impression (or signature) registered with the Bank and treated such seal impression (or signature) as genuine, the Bank shall not be responsible for any damage or loss arising from forgery, alteration or other trouble or accident with respect to such document.

Article 10 (Prohibition of Assignment or Pledge)

- (1) The depositor may not assign, pledge, grant a third party any right to, or permit a third party to make use of, the deposit in the Account, the depositor's position under the deposit agreement with the Bank ("keiyaku-jo-no-chii" or any other right with respect to any transaction concerning the Account.
- (2) The Bank may consent to the creation of a pledge on the Account if the Bank determines there is a compelling reason therefore, in which event the Bank shall give its consent in the form prescribed by the Bank.

Article 11 (Account Maintenance Fee)

- (1) In order to maintain the Account, the depositor shall pay such account maintenance fee as set out in a fee schedule separately delivered by the Bank to the depositor. The account maintenance fee shall be debited from the Account every month on the day determined by the Bank without any withdrawal application from the depositor. The amount of the account maintenance fee for a month in which the Account is opened shall be equal to that for a full month, irrespective of on what day of the month the Account is opened.
- (2) The Bank may change the account maintenance fee when there is any change in economic and other conditions.
- (3) The account maintenance fee for the month in which the Account is closed shall be equal to that for a full month, irrespective of on what day of the month the Account is closed. The Bank will not refund any portion of the account maintenance fee if the Bank has already received such fee for that month, and the depositor shall pay the account maintenance fee at the time of Account closure if the depositor has not paid by that time such fee for that month.

Article 12 (Restriction on Transactions)

- (1) For the purpose of verifying depositor information and/or substance of any specific transactions via the Account, the Bank may from time to time make inquiries to the depositor or request him/her to produce any relevant documents or furnish information to the Bank within a period designated by the Bank. If the depositor fails to respond to any such inquiries/ document production on time without any legitimate reason, the Bank may restrict part of transactions via the Account hereunder.
- (2) If the Bank determines, in view of responses and explanation relating to, among others, substance of any specific transactions which have been furnished by the depositor in the course of various confirmation or document production made pursuant to the preceding Paragraph and of any other circumstances, that there may arise risk involved in money laundering or terrorism financing or otherwise may conflict with any applicable economic sanctions, the Bank may restrict part of transactions via the Account hereunder.
- (3) If the Bank determines, in view of further explanation made by the depositor and of other circumstances, that any possible risk involved in money laundering or terrorism financing or other

conflict with any applicable economic sanctions, has been reasonably eliminated, the Bank will remove any such restrictions made pursuant to any of the preceding two Paragraphs.

Article 13 (Account Closure and Suspension of Deposit Transactions)

- (1) The depositor may close the Account at any time in the discretion of the depositor; provided, that the depositor shall submit to the Bank a written notice of Account closure with an impression of the depositor's seal (or signature) registered with the Bank.
- (2) The Bank may suspend deposit transactions with respect to the Account, or close the Account by giving notice to the depositor, if any of the following events occurs. Should the Bank close the Account by giving notice, the Account shall be deemed to be closed at the time when the Bank dispatches such notice to the name and address of the depositor registered with the Bank, regardless of whether such notice actually is received by the depositor.
 - i If it becomes evident that the holder of the Account does not exist or the Account was not opened by the holder of the Account; or
 - ii If the depositor breaches Paragraph 1 of Article 10 hereof; or
 - iii If the Account is used, or reasonably suspected to be used, for or in connection with money laundering or terrorism financing or any transactions which may conflict with any applicable economic sanctions; or
 - iii If the Account is used for any activity which violates any law or regulation, or public policy, or there is the likelihood thereof; or
 - iv If any of the matters verified in the "know your customer" procedure and/or similar checks performed under the applicable laws and regulations are found to be false; or
 - v If the depositor does not comply with the request for verification or similar requests from the Bank without reasonable cause, in the event there is a suspicion that any of the preceding items may apply.
- (3) The Bank may suspend deposit transactions with respect to the Account or otherwise terminate and close the Account by giving a notice to the depositor, if (i) the depositor has not utilized the Account for three years or other period of time as prescribed by the Bank, or (ii) the Bank is required to do so under any law or regulation.
- (4) In the case that, pursuant to any of preceding Paragraphs 2 and 3, (x) the Account is closed and the depositor wants to withdraw the remaining balance in the Account, or (y) the depositor wants suspension of deposit transactions to be removed, the depositor shall apply for the withdrawal or removal of suspension in writing with the depositor's seal impression (or the depositor's signature) registered with the Bank. The Bank may require a reasonable period of time before allowing the withdrawal or removing the suspension, and/or request the depositor to furnish any document deemed necessary by the Bank or a guarantee in writing therefor.

Article 13.2 (Exclusion of Anti-Social Forces)

- (1) In addition to the provisions of the preceding Article 13, the Bank may suspend deposit transactions with respect to the Account, or close the Account by giving notice to the depositor, if any of the following events occurs and the Bank determines that it is improper to continue a transaction or transactions with the depositor. Should the Bank close the Account by giving notice, the Account shall be deemed to be closed at the time when the Bank dispatches such notice to the name and address of the depositor registered with the Bank, regardless of whether such notice actually is received by the depositor.
 - i If it turns out that the depositor has made a false declaration with respect to any matter represented and warranted by the depositor when applying for the opening of the Account; or
 - ii If it turns out that the depositor is one of the following ("bouryokudan-in, etc."): a group whose members promote or likely to promote the collective and/or habitual commission of violence or similar acts (bouryokudan); a person who is a member of any group that falls under bouryokudan (bouryokudan-in); a person with respect to whom 5 years or more has not been passed since such person ceased to be a bouryokudan-in; a person who is under the influence of any group that falls under bouryokudan and (a) is likely to commit violence or similar acts using the influence of such group or (b) cooperates or participates in the operations of any such group including, but not limited to, through the provision of funds, weapons

or other assistance to any such group or member thereof (bouryokudan jun-kouseiin); an entity (a) in relation to which any person that falls under bouryokudan-in participates in its management, (b) which is managed by any person that falls under bouryokudan jun-kouseiin or any former member of any group that falls under bouryokudan including, but not limited to, through the provision of funds to such group, or (c) which actively cooperates or participates in the operations of any group that falls under bouryokudan for the purpose of its business (bouryokudan kankei kigyuu); (a) a group or person who is likely to commit violence or similar acts in demanding unjustified proceeds or benefits from corporations or other entities or otherwise threatens public safety (soukaiya tou), (b) a group or person who is likely to commit acts analogous to (a) above in the name of social or political activism (shakai undou tou hyoubou goro), or (c) a group or person who takes a primary role in organized and unjustified activities (x) using the influence of any group that falls under bouryokudan or (y) through any financial relationship with any such group (tokushu chinou bouryoku syudan tou); or a group or person acting in a manner similar to or analogous to the foregoing, or

if it turns out that the depositor;

- A has such relationship with bouryokudan-in, etc. that shows the control by bouryokudan-in, etc. over its management.
 - B has such relationship with bouryokudan-in, etc. that shows substantial involvement by bouryokudan-in, etc. in its management.
 - C has such relationship with bouryokudan-in, etc. that shows reliance on bouryokudan-in, etc. for the purpose of unfairly benefiting itself, its own company or third party or of causing damage to any third party.
 - D has such relationship with bouryokudan-in, etc. that shows provision of funds or facilities to bouryokudan-in, etc.
 - E has a member of its board or any other person substantially involving in its management who has socially condemnable relationship with bouryokudan-in, etc.
- iii If the depositor, or in the case that the depositor is a judicial person (hojin), the depositor or any of its "related parties" (a "related parties" shall be any person who has substantial influence over the management or business operations of such judicial person (for example, if the depositor is a corporation (kaisha), a "related party" shall include a controlling shareholder (kabunushi), a major member (shain), a director (torishimariyaku), an executive officer (shikkouyaku) and an employee who is in charge of execution of any important business operation of the depositor)), commits, directly or through a third party, any of the following conducts:
- A making a demand with violence;
 - B making an unreasonable demand beyond legal responsibility;
 - C taking an action with the use of intimidation or violence in relation to transaction;
 - D taking an action to defame the reputation of or interfere with the business of the Bank through fraud, the spreading of false information or violent or forceful means; or
 - E any act similar to or analogous to the foregoing.
- (2) The depositor shall not claim any losses or damages against the Bank caused by the application of Paragraph 1 of this Article. Conversely, the depositor shall be held liable for any losses or damages incurred or suffered by the Bank as result thereof.

Article 14 (Account Statements, etc.)

- (1) The Bank shall issue an account statement instead of a passbook. The account statement may be issued at the time of each transaction or at such interval as is determined by the Bank. The depositor shall keep the account statements by filing them in serial order in an Account Statement Folder separately provided by the Bank.
- (2) When the Bank cannot debit from the Account fees or other amounts to be paid by the depositor due to insufficient balance in the Account or for any other reason, the Bank shall notify the depositor by sending a "Bill of Charge" or "Billing Statement", or by any other means prescribed by the Bank, and the depositor shall promptly credit in the Account such amount as make the balance sufficient or pay separately such fees or

other amounts.

Article 15 (Amendments of Terms and Conditions)

- (1) The Bank may amend the Terms and Conditions if there is a reasonable basis for, such as change in financial or other condition, by making available such amendment to the public by uploading it to the Bank's website or taking any other appropriate method
- (2) Any amendment prescribed in the preceding Paragraph will become effective from a date specified in such announcement to be the effective date of such amendment.

Article 16 (Notifications by the Bank, etc.)

If the Bank dispatches notice or any document to the name and address of the depositor registered with the Bank, the depositor shall be deemed to have received such notice or document at the time it normally should have arrived, even though such notice or document was delayed in arrival or was not actually received by the depositor.

Article 17 (Governing Law Jurisdiction and Language, etc.)

- (1) The Terms and Conditions shall be governed by and construed in accordance with the laws of Japan.
- (2) In the event that the institution of a lawsuit in connection with the Account or transactions concerning the Account becomes necessary, the depositor and the Bank consent to the jurisdiction of the Tokyo District Court.
- (3) The original language of the Terms and Conditions shall be Japanese.
- (4) Foreign currency deposits are also subject to "4. Terms and Conditions for Foreign Currency Deposits" incorporated in the Terms and Conditions in addition to the provisions herein.
- (5) The deposit under the Terms and Conditions will not be subject to or otherwise protected by the Deposit Insurance Programme in Japan (including the insurance claim set out in Article 53 of the Deposit Insurance Act).

3. 自由金利型定期預金規定

3. 自由金利型定期預金規定

(反社会的勢力との取引拒絶)

この預金にかかる取引は、第13条の2第1項第1号、第2号および第3号のいずれにも該当しない場合に行うことができ、第13条の2第1項第1号、第2号または第3号の一にでも該当する場合には、当行はこの預金にかかる取引をお断りするものとします。

また、お客様には、この預金にかかる取引をお申込みいただくにあたり、第13条の2第1項第2号のいずれにも該当しないことを表明保証していただくとともに、将来にわたって第13条の2第1項第2号のいずれにも該当しないことおよび第13条の2第1項第3号に該当する行為を行わないことを確約いただくものとします。

第1条(取扱店の範囲)

この預金にかかる取引は、ドイツ銀行東京支店(以下「当行」といいます。)でのみ行うことができます。

第2条(コンファメーションの発行)

この預金については、取引の明細を記載した英文のConfirmation(以下「コンファメーション」といいます。)を発行します。なお、当行が必要と認めた場合は、コンファメーションに代えて、預金証書を発行します。

第3条(預金の支払時期)

- (1) お申し込み時に「満期自動解約」を選択された場合、この預金は、コンファメーションまたは預金証書表面(以下「証書等」といいます。)に記載の満期日に、利息とともに指定口座に入金します(以下「自動解約扱い」といいます。。「指定口座」とは、当行に預金者名義で開設されたこの預金と同通貨の普通預金口座または当座勘定のうち預金者によりあらかじめ指定されたものをいいます。)
- (2) お申し込み時に「自動継続」を選択された場合、この預金は、証書等に記載の満期日に前回と同一の期間の自由金利型定期預金に自動的に継続します。その場合、利息は、お申し込み時のご指定により、満期日に指定口座に入金するか、または満期日に元金に組入れます。継続された預金についても同様とします。この預金の継続後の利率は、継続日における店頭掲示の預金利率表記載の利率とします。ただし、この預金の継続後の利率について別の定めをしたときは、その定めによるものとします。継続を停止するときは、満期日(継続をしたときはその満期日)の前日までにその旨を当行に申出てください。この申出があったときは、この預金は満期日以後に支払います。なお、「自動継続」のお取り扱いは、初回の満期日より5年後の応答日以後は行わないものとし、この預金は、当該応答日以後に到来する満期日に、利息とともに指定口座に入金します。

第4条(預金の預入れ)

- (1) この預金の預入額は、預金通貨の種類によっては、別途預金者に提示する最低金額以上とすることがあります。
- (2) 小切手その他の証券類を受入れたときは、その証券類が決済された日を預入日とします。
- (3) 前項の規定にかかわらず、証券類は、当行で取立て、不渡返還時限の経過後その決済を確認したうえでなければ、受入れた証券類の金額にかかる預金の払戻しはできません。
- (4) 受入れた証券類が不渡りとなったときは預金になりません。この場合は、直ちにその通知を届出の住所宛に発信するとともに、その金額をこの預金から引落し、その証券類は当行で返却します。
- (5) 前項の場合には、あらかじめ書面による依頼を受けたものに限って、その証券類について権利保全の手続をします。

第5条(利息)

- (1) この預金の付利単位は1円(外貨については最小通貨単位)とし、1年を365日(当行所定の一定の通貨については360日とします。)として日割計算します。
- (2) この預金の利息は、預入日から満期日の前日までの日数および証書等に記載の利率によって計算します。
- (3) この預金には、満期日以降に利息はつけません。

第6条(期限前解約・一部解約)

- (1) この預金は、当行がやむを得ないと認める場合を除き、満期日前に解約することはできません。当行がやむを得ないものと認める場合には、申し出に基づき、この預金の全部または一部について満期日の到来前に解約の取扱いをします(以下、満期日の到来前に、預金の全部について解約する場合を「期限前解約」、預金の一部について解約する場合を「一部解約」といいます。)
- (2) 前項にもとづき期限前解約または一部解約をするときは、当行所定の払戻請求書に届出の印章(または署名)により記名 押印(または署名)して当行に提出してください。預金証書を発行している場合は、当該預金証書とともに提出してください。
- (3) 第1項にもとづき期限前解約または一部解約をする場合には、その利息(以下「解約利息」といいます。)は、期限前解約 の場合は預金の全額について、一部解約の場合は一部解約される預金の金額について、預入日から期限前解約または一部解約を行う日(以下「解約日」といいます。)の前日までの日数及び解約日における普通預金の利率にて計算し、期限前解約または一部解約された預金の金額とともに指定口座に入金します。なお、本条第4項に定める清算金が発生する場合は、清算金を差し引いた額を入金することができるものとします。
- (4) 期限前解約または一部解約に伴い次の計算による清算金が発生する場合は、当該金額をお支払いいただきます。
清算金 = 対象金額 × (再調達利率 - 証書等に記載の利率) × (解約日から満期日前日までの日数) ÷ 365 (当行所定の一定の通貨については360)
「対象金額」とは、期限前解約の場合は預金の全額、一部解約の場合は一部解約される預金の金額をいいます。
「再調達利率」とは、当行が対象金額と同通貨同額の資金を解約日から満期日までインターバンク市場等で再調達するとした場合に適用されると合理的に考えられる利率(年)をいいます。清算金は再調達利率が証書等に記載の利率よりも高い場合に発生します。
なお、上記の計算の結果がゼロ(0)を下回るときは清算金をゼロ(0)とします。
- (5) 一部解約をした場合、一部解約後の預金についてコンファメーション(当行が必要と認めた場合はコンファメーションに代えて預金証書)を発行します。

第7条(預金の解約)

この預金を自動解約扱い以外の方法で解約する場合は、コンファメーションを発行している場合は当行所定の払戻請求書に、預金証書を発行している場合は当該預金証書の裏面の受取欄に、届出の印章(または署名)により記名捺印(または署名)して当行に提出してください。この場合も、この預金は指定口座に入金するものとします。

第8条(届出事項の変更、証書の再発行等)

- (1) 預金証書や印章を失った時、または、印章、名称、住所その他の届出事項に変更があったときは、直ちに書面によって当行に届出てください。この届出の前に生じた損害については、当行はその責任を負いません。
- (2) 預金証書または印章を失った場合のこの預金の元利金の支払または証書の再発行は、当行所定の手続をした後に行います。この場合、相当の期間をおき、また、書面による保証人の設定を求めることがあります。
- (3) 取引の開始等にあたっては、法令等の定めに従い当行が実施する本人確認等の結果に、当行が満足することを要するものとします。これらの確認事項に変更が生じた場合には、直ちに当行所定の方法により当行に届出てください。

第9条(成年後見人等の届出)

- (1) 家庭裁判所の審判により、補助・保佐・後見が開始された場合には、直ちに成年後見人等の 氏名その他必要な事項を書面によって当行に届出てください。預金者の成年後見人等について、家庭裁判所の審判により、補助・保佐・後見が開始された場合も同様に届出てください。
- (2) 家庭裁判所の審判により、任意後見監督人の選任がされた場合には、直ちに任意後見人の氏名その他必要な事項を書面によって当行に届出てください。
- (3) すでに補助・保佐・後見開始の審判を受けている場合、または任意後見監督人の選任がされている場合にも、前二項と同様に届出てください。
- (4) 前三項の届出事項に取消または変更等が生じた場合にも同様に届出てください。

(5) 前四項の届出の前に生じた損害については、当行は責任を負いません。

第10条(印鑑照合)

当行が預金証書、諸届その他の書類に使用された印影(または署名)を、届出の印鑑(または署名鑑)と相当の注意をもって照合し、相違ないものと認めて取扱った場合は、それらの書類につき偽造、変造その他の事故があってもそのために生じた損害については、当行は責任を負いません。

第11条(譲渡、質入の禁止)

- (1) この預金および預金証書その他この取引にかかる一切の権利は、譲渡または質入することはできません。
- (2) 当行がやむをえないものと認めて質入れを承諾する場合には、当行所定の書式により行います。

第12条(取引の制限等)

- (1) 当行は、預金者の情報および具体的な取引の内容等を適切に把握するため、提出期限を指定して各種確認や資料の提出を求めることがあります。預金者から正当な理由なく指定した期限までに回答いただけない場合には、入金、払戻し等の本規定にもとづく取引の一部を制限する場合があります。
- (2) 前項の各種確認や資料の提出の求めに対する預金者の回答、具体的な取引内容、預金者の説明内容およびその他の事情を考慮して、当行がマネー・ロンダリング、テロ資金供与、もしくは経済制裁関係法令等への抵触のおそれがあると判断した場合には、入金、払戻し等の本規定にもとづく取引の一部を制限する場合があります。
- (3) 前二項に定めるいずれの取引の制限についても、預金者からの説明等にもとづき、マネー・ロンダリング、テロ資金供与、または経済制裁関係法令等への抵触のおそれが合理的に解消されたと当行が認める場合、当行は当該取引の制限を解除します。

第13条(口座の解約および取引の停止)

- (1) 次の各号の一つにでも該当した場合には、当行はこの預金にかかる取引を停止し、または預金者に通知することによりこの預金を解約することができるものとします。なお、通知により解約する場合、到達のいかんにかかわらず、当行が解約の通知を届出のあった名称(氏名)、住所にあてて発信した時に解約されたものとし、
 - ① この預金の名義人が存在しないことが明らかになった場合またはこの預金の名義人の意思によらずに開設されたことが明らかになった場合
 - ② この預金の預金者が第11条第1項に違反した場合
 - ③ この預金がマネー・ロンダリング、テロ資金供与、経済制裁関係法令等に抵触する取引に利用され、またはそのおそれがあると合理的に認められる場合
 - ④ この預金が法令や公序良俗に反する行為に利用され、またはそのおそれがあると認められる場合
 - ⑤ 法令等の定めに従い当行が実施した本人確認等の際の確認事項に虚偽が存することが判明した場合
 - ⑥ 前号に関し当行が確認等を求めたにもかかわらず、合理的な理由なく、これに応じない場合
- (2) 前項および第13条の2第1項によりこの預金が解約される場合、第6条第3項及び第4項が適用されるものとし、

第13条の2(反社会的勢力の排除)

- (1) 次の各号の一にでも該当し、預金者との取引を継続することが不適切である場合には、当行はこの取引を停止し、または解約の通知をすることによりこの預金を解約することができるものとします。なお、本項にもとづき通知により解約する場合、到達のいかんにかかわらず、当行が解約の通知を届出のあった名称(氏名)、住所にあてて発信した時に解約されるものとし、
 - ① 預金者が取引開始時にした反社会的勢力との取引拒絶にかかる表明保証・確約に関して虚偽の申告をしたことが判明した場合
 - ② 預金者が、暴力団、暴力団員、暴力団員でなくなったときから5年を経過しない者、暴力団準構成員、暴力団関係企業、総会屋等、社会運動等標ぼうゴロまたは特殊知能暴力集団等、その他これらに準ずる者(以下、これらを「暴力団員等」という。)に該当し、または次のいずれかに該当することが判明した場合
 - A. 暴力団員等が経営を支配していると認められる関係を有すること

- B. 暴力団員等が経営に実質的に関与していると認められる関係を有すること
 - C. 自己、自社もしくは第三者の不正の利益を図る目的または第三者に損害を加える目的をもってするなど、不当に暴力団員等を利用して認められる関係を有すること
 - D. 暴力団員等に対して資金等を提供し、または便宜を供与するなどの関与をしていると認められる関係を有すること
 - E. 役員または経営に実質的に関与している者が暴力団員等と社会的に非難されるべき関係を有すること
- ③ 預金者（預金者が法人の場合は、預金者またはその運営・業務遂行等に実質的に影響力を及ぼしている者（たとえば、会社である場合の支配権を有する株主、主要な社員、取締役、執行役その他会社の重要な業務の執行を担当する使用人などを含むが、これらに限らない））が、自らまたは第三者を利用して次の各号のいずれか一にでも該当する行為をした場合
- A. 暴力的な要求行為
 - B. 法的な責任を超えた不当な要求行為
 - C. 取引に関して、脅迫的な言動をし、または暴力を用いる行為
 - D. 風説を流布し、偽計を用いまたは威力を用いて当行の信用を毀損し、または当行の業務を妨害する行為
 - E. その他前各号に準ずる行為
- (2) 前項の解約によって生じた損害については、当行は一切責任を負いません。また、この解約により当行に損害が生じたときは、預金者は当行に対し当該損害を賠償するものとします。

第14条(規定の変更)

- (1) 本規定の各条項その他の条件は、金融情勢その他の状況の変化その他相当の事由があると認められる場合には、当行ウェブサイトへの掲載による公表その他相当の方法で周知することにより、変更できるものとします。
- (2) 前項の変更は、公表等の際に定める適用開始日から適用されるものとします。

第15条(通知等)

届出のあった名称(氏名)、住所にあてて当行が通知または送付書類を発送した場合には、延着しまたは到達しなかったときでも通常到達すべきときに到達したものとみなします。

第16条(準拠法、管轄裁判所、正文等)

- (1) 本規定は、日本法に従って解釈されるものとします。
- (2) 本規定が適用される取引に関して訴訟の必要が生じた場合には、東京地方裁判所を管轄裁判所とします。
- (3) 本規定は、日本語を正文とします。
- (4) 外貨による定期預金については、本規定に加えて本書の4. 外貨預金規定も適用されます。
- (5) 本規定にもとづく預金は、日本の預金保険制度(預金保険法第53条に規定する保険金の支払)の対象ではありません。

3. Terms and Conditions for Deregulated Interest Rate Time Deposits

Refusal to Deal with Anti-Social Forces

The transactions with respect to the deregulated interest rate time deposit (hereinafter referred to as the "Time Deposit" shall be available only when there exists no event which would constitute any of the events set forth in Paragraph 1 of Article 13.2 hereof, and the Bank shall refuse to conduct any transactions relating to the Time Deposit if any such event exists.

The depositor, when applying for a transaction with respect to the Time Deposit, shall represent and warrant to the Bank that the depositor is not any of those set forth in Item 2 of Paragraph 1 of Article 13.2, and covenant that the depositor will not (i) become any of those set forth in said Item 2, or (ii) engage in any of the activities set forth in Item 3 of Paragraph 1 of Article 13.2.

Article 1 (Office Handling Time Deposits)

The depositor may conduct transactions with respect to the Time Deposit only at Deutsche Bank AG, Tokyo Branch (hereinafter referred to as the "Bank").

Article 2 (Issuance of Confirmation)

The Bank shall, upon the acceptance of a Time Deposit, issue to the depositor a confirmation in English describing the details of the transaction (hereinafter referred to as the "Confirmation"; provided, that the Bank may, when it deems necessary, issue a deposit certificate (hereinafter referred to as the "Certificate") in lieu of the Confirmation.

Article 3 (Repayment of Time Deposits)

- (1) If the depositor selects "Automatic Termination at Maturity" when applying for a Time Deposit, the Time Deposit shall be, on the maturity date specified either in the Confirmation or the Certificate, automatically terminated and credited, together with accrued interest, to the Designated Account (the foregoing process hereinafter referred to as the "Automatic Termination". The "Designated Account" shall mean either an account designated in advance by the depositor, which account shall be an ordinary account or current account opened at the Depository Office in the name of the depositor and in the same currency as the Time Deposit.
- (2) If the depositor selects "Automatic Renewal" when applying for a Time Deposit, the Time Deposit shall be, on the maturity date specified either in the Confirmation or the Certificate, automatically renewed for the same period as its original period, and interest accrued by the then maturity date shall be either (a) credited to the Designated Account or (b) added to the principal of the Time Deposit. The foregoing shall apply to the Time Deposit so renewed. The interest rate applicable to the renewed Time Deposit shall be the rate posted at the Bank on the date of renewal; provided, that, if a separate agreement shall have been made between the depositor and the Bank, the interest rate shall be determined pursuant thereto. The depositor may stop automatic renewal of the Time Deposit by notifying the Bank by one (1) day prior to the then current maturity date, in which case, the Time Deposit shall be terminated on the then current maturity date and become payable on or after such date. Provided, that the Time Deposit shall not be automatically renewed on and after the fifth (5th) anniversary of the original maturity date, and shall be terminated on the then current maturity date and credited, together with accrued interest, to the Designated Account.

Article 4 (Acceptance of Time Deposits)

- (1) The Bank may set a minimum transaction amount for a particular currency.
- (2) When a cheque or other instrument (hereinafter referred to as the "Instrument") is received for a Time Deposit, the Bank is deemed to have accepted the Time Deposit on the date the Instrument is paid.

- (3) Notwithstanding the preceding Paragraph, collection of an Instrument shall be made by the Bank and the proceeds thereof shall not be available for withdrawal until after the Bank has ascertained that it has been paid after the prescribed period for returning dishonored Instruments (fuwatari-henkan-jigen) has passed.
- (4) If an Instrument received for the Time Deposit has been dishonored, the amount of such Instrument shall not be treated as deposited. In such event the Bank shall promptly dispatch a notice thereof to the address of the depositor registered with the Bank and, at the same time, reverse the relevant entries in the Ordinary Depositor Ledger. The dishonored Instrument shall be returned to the depositor at the Bank.
- (5) In the case of the preceding Paragraph, the Bank shall take procedures for the preservation of the holder's rights with respect to dishonored Instruments only with respect to which it has received a written request from the depositor in advance.

Article 5 (Interest)

- (1) Interest shall accrue on each one Yen (or each smallest currency unit in the case of a Time Deposit denominated in a foreign currency) of the principal of the Time Deposit, and shall be calculated on a per diem basis of a year of 365 days (or 360 days for certain foreign currencies designated by the Bank).
- (2) Interest shall be calculated at such rate of interest as specified either in the Confirmation or the Certificate, and on the basis of actual number of days elapsed from and including the date of acceptance and to and excluding the maturity date.
- (3) No interest shall accrue on a Time Deposit on or after the maturity date.

Article 6 (Early Termination and Partial Termination)

- (1) The Time Deposit hereunder cannot be early terminated before the maturity date unless the Bank agrees to terminate early due to any legitimate reason on the part of the deposit as determined by the Bank in its discretion. In such case, the depositor may terminate a Time Deposit in full or part before the maturity date arrives only when the Bank determines, upon request by the depositor, such termination is necessary in light of the circumstances. In this Article, "Early Termination" shall mean termination of a Time Deposit in full, and "Partial Termination" of a Time Deposit in part, both before the maturity date arrives.
- (2) If the depositor wishes to make the Early Termination or Partial Termination of a Time Deposit pursuant to the preceding Paragraph, the depositor shall fill in the withdrawal application form prescribed by the Bank, affixing thereto the depositor's name and the seal, the impression of which has been registered with the Bank (or the depositor's signature, the specimen of which has been registered with the Bank), and submit the same to the Bank, together with the Certificate (if a Certificate is issued with respect to the Time Deposit).
- (3) Upon the Early Termination or Partial Termination of a Time Deposit pursuant to Paragraph 1, the Time Deposit shall be credited to the Designated Account, together with accrued interest on the full amount of the Time Deposit (in the case of the Early Termination) or the amount of the part of the Time Deposit being terminated (in the case of the Partial Termination) calculated on the basis of the actual number of days elapsed from and including the date of acceptance of the Time Deposit to and excluding the date of Early Termination or Partial Termination as the case may be (such date, the "Termination Date" at the rate of interest applicable to the Ordinary Deposit as of the Termination Date; provided, that, if the liquidation amount as defined in Paragraph 4 hereof shall be paid, the remaining balance after deducting the amount the liquidation amount may be credited to the Designated Account.
- (4) The depositor shall pay to the Bank the liquidation amount calculated pursuant to the following formula upon the Early Termination or Partial Termination:

Liquidation Amount

= Subject Amount x (Replacement Rate – Applicable Rate) x Number of Remaining Days / 365 (or 360 for certain foreign currencies designated by the Bank)

In the foregoing formula:

“Subject Amount” means the full amount of the Time Deposit (in the case of the Early Termination) or the amount of the part of the Time Deposit being terminated (in the case of the Partial Termination); “Replacement Rate” means a rate of interest per annum reasonably believed to be applicable if the Bank is to obtain funds in the same amount and the same currency of the Subject Amount from the interbank market for a period from and including the Termination Date and to and including the maturity date. Liquidation Amount incurs only if Replacement Rate is greater than Applicable Rate;

“Applicable Rate” means the rate of interest applicable to the Time Deposit and specified on the Confirmation or Certificate, as the case may be, issued by the Bank in respect of the Time Deposit; and

“Number of Remaining Days” means the actual number of days from and including the Termination Date to and including the maturity date.

If the result of the foregoing calculation is in a negative number, the liquidation amount shall be zero (0).

- (5) Upon the Partial Termination of a Time Deposit, the Bank shall issue a confirmation (or a Certificate if the Bank deems necessary) with respect to the remaining balance of the Time Deposit.

Article 7 (Termination)

When a Time Deposit is terminated other than through Automatic Termination, the depositor shall fill in the withdrawal application form prescribed by the Bank, affixing thereto the depositor's name and the seal, the impression of which has been registered with the Bank (or the depositor's signature, the specimen of which has been registered with the Bank), and submit the same to the Bank, together with the Certificate (if a Certificate is issued with respect to the Time Deposit). The Time Deposit shall be credited to the Designated Account.

Article 8 (Changes in Reported Matters)

- (1) The depositor shall immediately notify the Bank in writing of the loss of the depositor's seal, the impression of which has been registered with the Bank, or any change with respect to the matters registered with the Bank, including without limitation, change of the depositor's seal, name, trade name, representative, proxy, address or telephone number. The Bank shall not be responsible for any damages caused prior to receipt of such written notice.
- (2) In the case of the loss of the depositor's seal, the Bank will pay the principal of and interest on a Time Deposit or re-issue the Certificate only after the necessary procedures prescribed by the Bank have been taken. In such case, the Bank may require a reasonable period of time before making payment or re-issuing the Certificate and/or request the depositor to furnish a guarantee in writing therefor.
- (3) In order for the Bank to enter into transaction(s) with the depositor including, but not limited to, starting the transaction(s), it is necessary that the Bank shall be satisfied with the results of the “know your customer” and/or other similar checks that the Bank will carry out as set forth under the applicable laws and regulations. If there are any changes to the matters relating to the “now your customer” and/or similar checks above, such changes shall be immediately notified to the Bank by means prescribed by the Bank.

Article 9 (Notification of Guardian of Adult, etc.)

- (1) If assistance (hojo), curatorship (hosa) or guardianship (koken) with respect to the depositor is commenced by the ruling of the family court, necessary matters such as the name of guardian of adult (seinen-koken-nin) shall be immediately notified to the Bank in writing. If assistance (hojo), curatorship (hosa) or guardianship (koken) with respect to the depositor's guardian is commenced by the ruling of the family court, such matters shall also be notified to the Bank in writing.
- (2) If the supervisor of voluntary guardian (ninni-koken-kantoku-nin) is appointed by the family court, necessary

matters such as the name of the voluntary guardian (nini-koken-nin) shall be immediately notified to the Bank in writing.

- (3) If the ruling of the commencement of assistance, curatorship or guardianship has already been rendered, or the appointment of the supervisor of voluntary guardian has already been made, by the family court with respect to the depositor, necessary matters shall be immediately notified to the Bank in writing in the same manner as provided for in Paragraph 1 or 2 of this Article.
- (4) If rescission or change is made with respect to any of the matters notified to the Bank pursuant to the preceding Paragraphs 1 through 3, such rescission or change shall be immediately notified to the Bank in the same manner.
- (5) The Bank shall not be responsible for any loss or damage caused prior to receipt of the written notice provided for in the preceding Paragraphs 1 through 4.

Article 10 (Verification of Seal Impression or Signature)

To the extent that the Bank shall have verified, exerting reasonable care, the seal impression (or signature) appearing on a withdrawal application, notice to the Bank or any other document with the specimen of the seal impression (or signature) registered with the Bank and treated such seal impression (or signature) as genuine, the Bank shall not be responsible for any damage or loss arising from forgery, alteration or other trouble or accident with respect to such document.

Article 11 (Prohibition of Assignment or Pledge)

- (1) The depositor may not assign (joto) or pledge (shichiire) a Time Deposit, the Certificate or any other right with respect to any transactions relating to the Time Deposit.
- (2) The Bank may consent to the creation of a pledge on a Time Deposit if the Bank determines there is a compelling reason therefor, in which event the Bank shall give its consent in the form prescribed by the Bank.

Article 12 (Restriction on Transactions)

- (1) For the purpose of verifying depositor information and/or substance of any specific transactions via the Time Deposit, the Bank may from time to time make inquiries to the depositor or request him/her to produce any relevant documents or furnish information to the Bank within a period designated by the Bank. If the depositor fails to respond to any such inquiries/ document production on time without any legitimate reason, the Bank may restrict part of transactions via the Time Deposit hereunder.
- (2) If the Bank determines, in view of responses and explanation relating to, among others, substance of any specific transactions which have been furnished by the depositor in the course of various confirmation or document production made pursuant to the preceding Paragraph and of any other circumstances, that there may arise risk involved in money laundering or terrorism financing or otherwise may conflict with any applicable economic sanctions, the Bank may restrict part of transactions via the Time Deposit hereunder.
- (3) If the Bank determines, in view of further explanation made by the depositor and of other circumstances, that any possible risk involved in money laundering or terrorism financing or other conflict with any applicable economic sanctions, has been reasonably eliminated, the Bank will remove any such restrictions made pursuant to any of the preceding two Paragraphs.

Article 13 (Account Closure and Suspension of Deposit Transactions)

- (1) The Bank may suspend the transactions with respect to the Time Deposit, or terminate the Time Deposit by giving notice to the depositor, if any one of the following events occurs. Should the Bank terminate the Time Deposit by giving notice, the Time Deposit shall be deemed to be terminated at the time when the Bank dispatches such notice to the name and address of the depositor registered with the Bank, regardless of whether such notice actually is received by the depositor.
 - i If it becomes evident that the holder of the Time Deposit does not exist or the Time Deposit was not opened by the holder of the Time Deposit;
 - ii If the depositor breaches Paragraph 1 of Article 11 hereof;

- iii If the Time Deposit is used, or reasonably suspected to be used, for or in connection with money laundering or terrorism financing or any transactions which may conflict with any applicable economic sanctions;
 - iv If the Time Deposit is used for any activity which violates any law or regulation, or public policy, or there is the likelihood thereof;
 - v If any of the matters verified in the “know your customer” procedure and/or similar checks performed under the applicable laws and regulations are found to be false; or
 - vi If the depositor does not comply with the request for verification or similar requests of the Bank without reasonable cause in the event there is a suspicion that any of the preceding items may apply.
- (2) Paragraphs 3 and 4 of Article 6 hereof shall apply to termination of the Time Deposit pursuant to the preceding Paragraphs 1 or Paragraph 1 of Article 13.2.

Article 13.2 (Exclusion of Anti-Social Forces)

- (1) The Bank may suspend the transactions with respect to the Time Deposit, or terminate the Time Deposit by giving notice to the depositor, if any of the following events occurs and the Bank determines that it is improper to continue a transaction or transactions with the depositor. Should the Bank terminate the Time Deposit by giving notice, the Time Deposit shall be deemed to be terminated at the time when the Bank dispatches such notice to the name and address of the depositor registered with the Bank, regardless of whether such notice actually is received by the depositor.
- i If it turns out that the depositor has made a false declaration with respect to any matter represented and warranted by the depositor at the start of transactions with respect to the Time Deposit with the Bank; or
 - ii If it turns out that the depositor is one of the following (“bouryokudan-in, etc.”: a group whose members promote or likely to promote the collective and/or habitual commission of violence or similar acts (bouryokudan); a person who is a member of any group that falls under bouryokudan (bouryokudan-in); a person with respect to whom 5 years or more has not been passed since such person ceased to be a bouryokudan-in; a person who is under the influence of any group that falls under bouryokudan and (a) is likely to commit violence or similar acts using the influence of such group or (b) cooperates or participates in the operations of any such group including, but not limited to, through the provision of funds, weapons or other assistance to any such group or member thereof (bouryokudan jun-kouseiin); an entity (a) in relation to which any person that falls under bouryokudan-in participates in its management, (b) which is managed by any person that falls under bouryokudan jun-kouseiin or any former member of any group that falls under bouryokudan including, but not limited to, through the provision of funds to such group, or (c) which actively cooperates or participates in the operations of any group that falls under bouryokudan for the purpose of its business (bouryokudan kankei kigyuu); (a) a group or person who is likely to commit violence or similar acts in demanding unjustified proceeds or benefits from corporations or other entities or otherwise threatens public safety (soukaiya tou), (b) a group or person who is likely to commit acts analogous to (a) above in the name of social or political activism (shakai undou tou hyoubou goro), or (c) a group or person who takes a primary role in organized and unjustified activities (x) using the influence of any group that falls under bouryokudan or (y) through any financial relationship with any such group (tokushu chinou bouryoku syudan tou); or a group or person acting in a manner similar to or analogous to the foregoing,
or if it turns out that the depositor:
 - A has such relationship with bouryokudan-in, etc. that shows the control by bouryokudan-in, etc. over its management.
 - B has such relationship with bouryokudan-in, etc. that shows substantial involvement by bouryokudan-in, etc. in its management.
 - C has such relationship with bouryokudan-in, etc. that shows reliance on bouryokudan-in, etc. for the purpose of unfairly benefiting itself, its own company or third party or of causing damage to any third party.
 - D has such relationship with bouryokudan-in, etc. that shows provision of funds or facilities to bouryokudan-in, etc.

- E has a member of its board or any other person substantially involving in its management who has socially condemnable relationship with bouryokudan-in, etc.
- iii If the depositor, or in the case that the depositor is a judicial person (hojin), the depositor or any of its "related parties" (a "related parties" shall be any person who has substantial influence over the management or business operations of such judicial person (for example, if the depositor is a corporation (kaisha), a "related party" shall include a controlling shareholder (kabunushi), a major member (shain), a director (torishimariyaku), an executive officer (shikkouyaku) and an employee who is in charge of execution of any important business operation of the depositor)), commits, directly or through a third party, any of the following conducts:
- A making a demand with violence;
 - B making an unreasonable demand beyond legal responsibility;
 - C taking an action with the use of intimidation or violence in relation to transaction;
 - D taking an action to defame the reputation of or interfere with the business of the Bank through fraud, the spreading of false information or violent or forceful means; or
 - E any act similar to or analogous to the foregoing.
- (2) The depositor shall not claim any losses or damages against the Bank caused by the application of Paragraph 1 of this Article. Conversely, the depositor shall be held liable for any losses or damages incurred or suffered by the Bank as result thereof.

Article 14 (Amendments of Terms and Conditions)

- (1) The Bank may amend the Terms and Conditions if there is a reasonable basis for, such as change in financial or other condition, by making available such amendment to the public by uploading it to the Bank's website or taking any other appropriate method.
- (2) Any amendment prescribed in the preceding Paragraph will become effective from a date specified in such announcement to be the effective date of such amendment.

Article 15 (Notifications by the Bank, etc)

If the Bank dispatches notice or any document to the name and address of the depositor registered with the Bank, the depositor shall be deemed to have received such notice or document at the time it normally should have arrived, even though such notice or document was delayed in arrival or was not actually received by the depositor.

Article 16 (Governing Law, Jurisdiction and Languages, etc.)

- (1) The Terms and Conditions shall be governed by and construed in accordance with the laws of Japan.
- (2) In the event that the institution of a lawsuit in connection with transactions to which the Terms and Conditions shall apply becomes necessary, the depositor and the Bank consent to the jurisdiction of the Tokyo District Court.
- (3) The original language of the Terms and Conditions shall be Japanese.
- (4) Foreign currency deposits are also subject to "4. Terms and Conditions for Foreign Currency Deposits" incorporated in the Terms and Conditions in addition to the provisions herein.
- (5) The deposit under the Terms and Conditions will not be subject to or otherwise protected by the Deposit Insurance Programme in Japan (including the insurance claim set out in Article 53 of the Deposit Insurance Act).

4. 外貨預金規定

4. 外貨預金規定

本規定は、ドイツ銀行東京支店(以下「当行」といいます。)が取り扱う外貨預金に、当該外貨預金の預金種別毎の規定とともに適用されます。もし本規定の条項と預金種別毎の規定の条項との間に相違がある場合は、本規定の条項が優先するものとします。

第1条(為替管理法令)

外貨預金には、「外国為替及び外国貿易法」その他日本における外国為替等に関する法令(以下「為替管理法令」といいます。)が適用されます。

第2条(取扱通貨)

外貨預金取引は、当行が取り扱う外国通貨のみで行えるものとします。

第3条(取扱日)

外貨預金は、当行の営業日であっても、当該外貨預金の通貨種類(以下「預金通貨」といいます。)の取引がその主要な為替市場で行われていないときは、預入れまたは払戻しができません。

第4条(預入れ)

- (1) 外貨預金の預入額は、預金通貨の1補助通貨単位以上の金額とします。但し、外国硬貨は預入れできません。
- (2) 外貨預金の種別によっては、預入額は預金通貨毎に当行が定める最低金額以上とします。
- (3) 為替管理法令による規制等の理由で預金通貨の種類により外貨預金の口座に入金できない場合があります。
- (4) 当行は、当該預入額につき、取引を行った時間、通貨の種類、金額に応じて適用される、当行における所定の為替レートもしくは当行が取引可能な市場実勢為替レートに、当行所定の為替手数料(別紙1参照)を含めたレート(以下、あわせて「当行適用為替レート」といいます。)により換算のうえ円貨額を別途指定の預金口座(以下、「指定預金口座」といいます。)に入金することができるものとします。

第5条(払戻し)

- (1) 預金通貨と異なる通貨(以下「異種通貨」といいます。)で払戻すときは、当行適用為替レートにより換算した預金通貨金額相当の異種通貨が1補助通貨単位(補助通貨単位がない場合には1通貨単位)以上となるように払戻請求してください。
- (2) 外貨預金については、現金での払戻しはいたしません。
- (3) 外貨預金を払戻し円貨を対価として当行に売却する場合に、円貨の支払方法の指定がない限り、当行は円貨額を指定預金口座に入金できるものとします。

第6条(利息)

外貨預金の付利単位は預金通貨1通貨単位(ただし、預金通貨の種類によっては当行が別途定める付利単位とします。)とし、1年を360日(ただし、当行所定の一定の通貨については365日)として日割で計算します。

第7条(為替レート・手数料)

- (1) 外貨預金口座への預入れ、または外貨預金口座からの払戻しの際に適用される外国為替レートは、当行適用為替レートとします。
- (2) 外貨預金口座からの払出しに際し、払戻金額が当行所定の金額に満たない場合には、別途所定の手数料をいただきます。
- (3) 預金通貨での預入れまたは払戻しをする場合には、当行所定の手数料をいただきます。

第8条(差引計算)

当行が、外貨預金と当行に対する債務とを差引計算する場合で、当該外貨預金の預金通貨と当該債務の通貨の種

類が異なるときには、外貨預金は、適用為替レートにより、円貨または当行に対する債務と同一種類の通貨に換算できるものとします。

4. Terms and Conditions for Foreign Currency Deposits

The Terms and Conditions for Foreign Currency Deposits (hereinafter referred to as the “Foreign Currency Deposit Conditions”) shall apply to deposits denominated in a currency other than Japanese Yen (hereinafter referred to as “foreign currency deposits”) accepted by Deutsche Bank AG, Tokyo Branch (hereinafter referred to as the “Bank”), in addition to the terms and conditions set forth by the Bank applicable to the type of deposit (such as current deposit, ordinary deposit and time deposit) (such terms and conditions, hereinafter referred to as the “Deposit Conditions”). If there is any conflict between the Foreign Currency Deposit Conditions and the Deposit Conditions, the former shall prevail.

Article 1 (Foreign Exchange Control Laws and Regulations)

The Foreign Exchange and Foreign Trade Act and other laws and regulations relating to foreign exchange and foreign trade transactions (hereinafter referred to as the “Exchange Control Regulations”) shall apply to foreign currency deposits.

Article 2 (Available Foreign Currencies)

The Bank shall accept foreign currency deposits denominated in such foreign currencies as dealt with by the Bank.

Article 3 (Trade Days)

The Bank will not accept or pay a foreign currency deposit even on a business day, when transactions denominated in the foreign currency of such foreign currency deposit (such foreign currency, hereinafter referred to as the “Deposit Currency”) are not generally conducted in the primary foreign exchange market for the Deposit Currency on that business day.

Article 4 (Acceptance)

- (1) The Bank will accept a foreign deposit currency in an amount equal to or more than one (1) sub-currency unit of the Deposit Currency. The Bank will not accept foreign coins.
- (2) Depending upon the type of deposit, the Bank will accept a foreign currency deposit in an amount equal to or more than the minimum amount the Bank may set forth for each Deposit Currency.
- (3) Due to a restriction under the Exchange Control Regulations, depending upon the kind of the Deposit Currency, the Bank may not be able to credit a foreign currency deposit to a foreign deposit account.
- (4) The Bank may convert such amount into Japanese Yen at the rate (hereinafter referred to as the “Exchange Rate Applied by the Bank”) calculated by integrating (a) an exchange rate prescribed by the Bank or an exchange rate available for the Bank for the trade in the relevant interbank market, in each case based on the kind of foreign currency and the time and the volume of the exchange transaction, and (b) the foreign exchange commission prescribed by the Bank (see Appendix 1) and credit the relevant Japanese Yen amount to a deposit account designated by the customer (such deposit account, hereinafter referred to as the “Designated Account”).

Article 5 (Payment of Foreign Currency Deposits)

- (1) When a foreign currency deposit is paid in a currency other than the Deposit Currency (such other currency, hereinafter referred to as the “Other Currency”), the withdrawal request must be made in such amount in the Deposit Currency so that, after conversion at the Exchange Rate Applied by the Bank, the amount shall be at least one (1) sub-currency unit (or currency unit, if no sub-currency unit exists) of the Other Currency.

- (2) No cash payment in any currency shall be made with respect to a foreign currency deposit.
- (3) When a foreign currency deposit shall be paid and the proceeds shall be sold to the Bank for its equivalent Japanese Yen, the Bank may credit such equivalent Japanese Yen to the Designated Account unless otherwise directed as to the payment of such Japanese Yen equivalent.

Article 6 (Interest)

Interest on a foreign currency deposit shall accrue on each currency unit of the Deposit Currency, unless the Bank otherwise prescribes a different amount for a specific Deposit Currency on which interest shall accrue. Interest shall be calculated per diem on a year of 360 days (or a year of 365 days for Sterling Pound and other foreign currencies designated by the Bank).

Article 7 (Exchange Rates and Charges)

- (1) The exchange rate applicable in accepting an amount to credit to a foreign currency deposit account or paying an amount from a foreign currency deposit account shall be the Exchange Rate Applied by the Bank.
- (2) The Bank may charge such fee as prescribed by the Bank when paying an amount from a foreign deposit account, if the amount of the payment is less than the minimum amount set forth by the Bank.
- (3) The Bank may charge such fee as prescribed by the Bank when accepting an amount to credit to a foreign deposit account or paying an amount from a foreign deposit account in the Deposit Currency.

Article 8 (Set-Off)

When the Bank, pursuant to applicable Deposit Conditions, makes a set-off of a foreign currency deposit against any liability owing to the Bank (including such liability owing to other offices or branches of Deutsche Bank AG) and such liability is denominated in a currency other than the Deposit Currency, the Bank may convert the foreign currency deposit into Japanese Yen or the currency of such liability at the Exchange Rate Applied by the Bank.

5. 国内振込取引規定

5. 国内振込取引規定

第1条(適用範囲)

送金依頼書によるドイツ銀行東京支店(以下「当行」といいます。)または他の金融機関の国内本支店にある受取人の預金口座あての国内振込については、本規定により取扱います。

第2条(振込の依頼)

- (1) 送金依頼書による振込の依頼は、次により取扱います。
 - ① 振込の依頼は当行所定の取扱時間内に受付けます。
 - ② 送金依頼書は、当行所定の送金依頼書または当行の承認を得たものを使用し、振込先の金融機関・店舗名、預金種目・口座番号、受取人名、振込金額、依頼人名、依頼人の住所・電話番号その他の所定の事項を正確に記入してください。
 - ③ 当行は送金依頼書に記載された事項を依頼内容とします。
- (2) 前項に定める依頼内容について、送金依頼書の記載の不備があったとしても、これによって生じた損害については、当行は責任を負いません。また、送金依頼書に使用された印影(または署名)を、当行が届出の印鑑(または署名鑑)と相当の注意をもって照合し、相違ないものとして取り扱ったときは、これによって生じた損害については、当行は責任を負いません。
- (3) 振込の依頼にあたっては、振込資金、振込手数料その他この取引に関連して必要となる手数料(以下「振込資金等」といいます。)を依頼人の預金口座から支払ってください。
- (4) 振込の依頼等にあたっては、法令等の定めに従い当行が実施する本人確認等の結果に、当行が満足することを要するものとします。

第3条(振込契約の成立)

- (1) 振込契約は、当行が振込の依頼を承諾し振込資金等を受領したときに成立するものとします。
- (2) 前項により振込契約が成立したときは、当行は、依頼内容を記載した送金依頼書(控)を交付しますので、依頼内容を確認してください。なお、この送金依頼書(控)は、依頼内容の変更や組戻しの場合など、後日提出していただくことがありますので、大切に保管してください。

第4条(振込通知の発信)

振込契約が成立したときは、当行は、依頼内容にもとづいて、振込先の金融機関あてに依頼日当日に振込通知を発信します(電信扱い)。ただし、当行所定取扱時間終了間際、振込事務の繁忙日等やむを得ない事由がある場合には、依頼日の翌営業日に振込通知を発信することがあります。

第5条(証券類による振込)

当行または当行以外の金融機関にある受取人の預金口座への振込の依頼を受ける場合には、小切手その他の証券類による振込資金等の受入れはしません。

第6条(取引内容の照会等)

- (1) 受取人の預金口座に振込金の入金が行われていない場合には、すみやかに当行に照会してください。この場合には、振込先の金融機関に照会するなどの調査をし、その結果を報告します。
- (2) 当行が発信した振込通知について振込先の金融機関から照会があった場合には、依頼内容について照会することがあります。この場合には、すみやかに回答してください。当行からの照会に対して、相当の期間内に回答がなかった場合または不適切な回答があった場合には、これによって生じた損害については、当行は責任を負いません。
- (3) 入金口座なし等の事由により振込資金が返却された場合には、すみやかに通知しますので、第8条に規定する組戻しの手続に準じて、振込資金の受領等の手続をとってください。
- (4) 当行は、振込の依頼等に際して、受取人の情報および当該振込にかかる具体的な取引の内容等を適切に把握するため、事前または事後に、提出期限を指定して各種確認や資料の提出を求めることがあります。当行からの照会に対して、正当な理由なく指定した期限までにご回答いただけない場合、または当該回答そ

の他の事情を考慮して、当行において、当該振込がマネー・ローンダリング、テロ資金供与、その他犯罪収益の移転防止にかかる法令等に抵触する取引に利用され、またはそのおそれがあると合理的に判断した場合には、振込の依頼等を拒絶または制限する等の措置をとる場合があります。

第7条(依頼内容の変更)

- (1) 振込契約の成立後にその依頼内容を変更する場合には、当行において次の訂正の手続により取扱います。ただし、振込先の金融機関・店舗名および振込金額を変更する場合には、第8条第1項に規定する組戻しの手続により取扱います。
- ① 訂正の依頼にあたっては、当行所定の訂正依頼書に記名押印(または署名)のうえ、送金依頼書(控)とともに当行に提出してください。この場合、当行所定の本人確認資料または書面による保証人の設定を求めることがあります。
 - ② 当行は、訂正依頼書に従って、訂正依頼電文を振込先の金融機関に発信します。
- (2) 前項の場合には、訂正の取扱いについては、第2条第2項の規定を準用します。
- (3) 第1項の場合において、振込先の金融機関がすでに振込通知を受信しているときは、訂正ができないことがあります。この場合には、受取人との間で協議してください。

第8条(組戻し)

- (1) 振込契約の成立後にその依頼を取り止める場合には、当行において次の組戻しの手続により取扱います。
- ① 組戻しの依頼にあたっては、当行所定の組戻依頼書に記名押印(または署名)のうえ送金依頼書(控)とともに提出してください。この場合、当行所定の本人確認資料または書面による保証人の設定を求めることがあります。
 - ② 当行は組戻依頼書に従って、組戻依頼電文を振込先の金融機関に発信します。
 - ③ 組戻しされた振込資金は、組戻依頼書に指定された方法により返却します。
- (2) 前項の組戻しの取扱いおよび組戻しされた振込資金の返却については、第2条第2項を準用します。
- (3) 第1項の場合において、振込先の金融機関がすでに振込通知を受信しているときは、組戻しができないことがあります。この場合には、受取人との間で協議してください。

第9条(通知・照会の連絡先)

- (1) この取引について依頼人に通知・照会をする場合には、振込の依頼にあたって、記載・入力された住所・電話番号または振込資金等を振替えた預金口座について届出のあった住所・電話番号を連絡先とします。
- (2) 前項において、連絡先の記載の不備・誤入力または電話の不通等によって通知・照会をすることができなくても、これによって生じた損害については、当行は責任を負いません。

第10条(手数料)

- (1) 振込の受付にあたっては、当行所定の振込手数料をいただきます。
- (2) 組戻しの受付にあたっては、当行所定の組戻手数料をいただきます。この場合、前項の振込手数料は返却しません。また、組戻しができなかったときも、組戻手数料は返却しません。
- (3) 組戻しされた振込資金を返却せずに改めてその資金による振込の受付をするときは、組戻手数料に加えて、新たに当行所定の振込手数料をいただきます。
- (4) この取引について、特別の依頼または処理により要した費用は、別途にいただきます。

第11条(災害等による免責)

次の各号の事由により振込金の入金不能、入金遅延等があっても、これによって生じた損害については、当行は責任を負いません。

- ① 災害・事変、輸送途中の事故、裁判所等公的機関の措置等のやむを得ない事由があったとき
- ② 当行または金融機関の共同システムの運営体が相当の安全対策を講じたにもかかわらず、端末機、通信回線またはコンピュータ等に障害が生じたとき
- ③ 当行以外の金融機関の責に帰すべき事由があったとき

第12条(譲渡・質入の禁止)

振込契約およびこの取引にもとづく依頼人の権利は、譲渡、質入れすることはできません。

第13条(預金規定等の適用)

振込資金等を預金口座から振替えて振込の依頼をする場合における預金の払戻しについては、関係する預金規定により取扱います。

第14条(法令・規則等の遵守)

本規定に定めのない事項については、適用法令・規則等、慣習および関係銀行所定の手続きに従うものとします。

第15条(準拠法、管轄裁判所、正文)

- (1) 本規定は、日本法に従って解釈されるものとします。
- (2) 本規定に係る取引に関して訴訟の必要が生じた場合には、東京地方裁判所を管轄裁判所とします。
- (3) 本規定は、日本語を正文とします。

5. Terms and Conditions for Domestic Fund Transfers

Article 1. Scope of Application

These Terms and Conditions for Domestic Fund Transfers shall apply to domestic Japanese Yen fund transfer (hereinafter referred to as "Fund Transfer(s)"), made through Application Form for Remittance(s) (hereinafter referred to as "Application Form(s)") to the resident accounts of recipients held with Deutsche Bank AG, Tokyo Branch (hereinafter referred to as the "Bank") or with other financial institutions.

Article 2. Application for Fund Transfers

- (1) Application for Fund Transfer through the Application Form is handled in the following manner:
 - i Application for Fund Transfer is accepted within the handling time prescribed by the Bank.
 - ii The applicant shall use the Application Form prescribed by the Bank or a form approved by the Bank, and properly fill in name of financial institution and branch to which funds are to be transferred, type of deposit, account number, name of recipient, amount of transfer, name of the applicant, address of the applicant, telephone number of the applicant, and other items prescribed by the Bank.
 - iii The Bank handles the transfer based on the contents written/typed on the Application Form.
- (2) The Bank shall not be held responsible for any loss caused by an imperfect entry on the Application Form. In addition, the Bank shall not be held responsible for any loss, to the extent that the Bank verify, with due care, the seal impression or signature affixed on the Application Form with the registered seal or specimen signature and believe such seal impression or signature to be genuine.
- (3) In applying for Fund Transfer, the applicant shall pay the Bank funds to be transferred, the transfer charge, and other charges necessary in relation to the Fund Transfers (hereinafter referred to as the "Transfer Funds, etc.") by allowing the Bank to debit Transfer Funds, etc. from the deposit account of the applicant.
- (4) In order for the Bank to enter into transaction(s) with the depositor including, but not limited to, applying for Fund Transfer(s), it is necessary that the Bank shall be satisfied with the results of the "know your customer" and/or other similar checks that the Bank will carry out as set forth under the applicable laws and regulations.

Article 3. Conclusion of Transfer Agreements

- (1) A fund transfer agreement is concluded when the Bank accepts the application for Fund Transfer and receives the Transfer Funds, etc., from the applicant.
- (2) When the fund transfer agreement is concluded according to the preceding Paragraph, the Bank shall provide the applicant with a customer copy of Application Form and the applicant shall confirm its contents. The applicant shall carefully retain this customer copy of Application Form, in case the Bank requests the applicant to submit this customer copy of Application Form when amendment of Fund Transfer occurs or when there is a reverse transfer.

Article 4. Transmission of Transfer Notices

When the fund transfer agreement is concluded, the Bank shall transmit by wire a transfer notice, based on the contents of the Application Form, to the financial institution to which funds are to be transferred on the day when the Bank accepts the application for Fund Transfer (wire transfer). However, the Bank may transmit the transfer notice on the next following business day if there is unavoidable reason, such as the Application Form was submitted to the Bank at a time close to the end of the Bank's handling hours, or was submitted on a day which the Bank has to handle a large volume of Fund Transfer.

Article 5. Transfer by Instruments, etc.

The Bank will not accept checks or any other instruments as Transfer Funds, etc., when the applicant applies for Fund Transfer to a recipient account held with a financial institution other than the Bank.

Article 6. Inquiries regarding Transaction Contents

- (1) In the event that funds have not been credited to the recipient's account, the applicant shall inquire with the Bank without delay. The Bank shall investigate the case, such as inquiring with the financial institution to which the funds are supposed to have been transferred, and report the results of the investigation to the applicant.
- (2) When the Bank receives an inquiry regarding a transfer notice from the financial institution to which the Bank has transmitted the transfer notice, the Bank may inquire the applicant about the contents of the Application From. In such a case, the applicant shall respond to the inquiry without delay. If the applicant does not reply within a reasonable period of time or makes an inappropriate reply to the inquiry, the Bank shall not be held responsible for any loss caused by the inappropriate reply or non-reply.
- (3) When transfer funds are returned to the Bank due to reasons including a non-existent recipient account, the Bank shall notify the applicant of the fund return without delay. To retrieve the transfer funds, the applicant shall proceed with the reverse transfer procedure defined in Article 8 of these Terms and Conditions for Domestic Fund Transfers.
- (4) For the purpose of verifying recipient information and/or substance of any specific transaction in relation to any relevant fund transfer, the Bank may from time to time (either before or after the relevant fund transfer) make inquiries to the applicant or request him/her to produce any relevant documents or furnish information to the Bank within a period designated by the Bank. If (i) the applicant fails to respond to any such inquires/ document production on time without any legitimate reason, or (ii) the Bank determines, in view of responses given by the applicant and other circumstances, that there arises or, in the Bank's reasonable judgment, may arise risk involved in money laundering or terrorism financing or otherwise may conflict with any applicable law and regulations on prevention of transfer of criminal proceeds or others, the Bank will then reject or otherwise restrict the relevant fund transfer.

Article 7. Amendment of Application Contents

- (1) When the applicant intends to amend the application's contents after the fund transfer agreement is concluded, the Bank shall proceed with the following amendment procedure. However, when the applicant intends to change the amount of transfer or the financial institution or its branch to which funds are to be transferred, the Bank shall accept and change according to the reverse transfer procedures defined in Article 8 Paragraph 1 of the Terms and Conditions for Domestic Fund Transfer.
 - i The applicant shall sign and/or affix the seal to an amendment application form prescribed by the Bank and submit it together with the customer copy of Application Form to the Bank. The Bank may ask the applicant to either produce an identity verification document prescribed by the Bank or designate a guarantor
 - ii According to the amendment application form, the Bank shall telegraphically transmit an amendment request to the financial institution to which funds are to be transferred.
- (2) The provisions of Article 2 Paragraph 2 shall correspondingly apply to the handling of amendment set forth in the preceding paragraph.
- (3) When a financial institution has already received a transfer notice transmitted by the Bank, as stated in Paragraph 1, amendment may not be possible. In such a case, the applicant shall solve the matter by consulting with the recipient.

Article 8. Reverse Transfers

- (1) When the applicant intends to withdraw the application after the fund transfer agreement is concluded, the Bank shall proceed with the following reverse transfer procedures.
 - i The applicant shall sign and/or affix his seal to a reverse transfer application form prescribed by the Bank and submit it together with the customer copy of Application From to the Bank. The Bank may ask the

- applicant to either produce an identity verification document prescribed by the Bank or furnish guarantee in writing.
- ii According to the reverse transfer application form, the Bank shall telegraphically transmit a reverse transfer request to the financial institution to which funds are to be transferred.
 - iii The reversed transfer funds shall be returned to the applicant in the manner specified on the reverse transfer application form.
- (2) The provisions of Article 2 Paragraph 2 of these Terms and Conditions for Domestic Fund Transfers shall correspondingly apply to the handling of the reverse transfer and the return of the reversed transfer funds set forth in the preceding Paragraph.
- (3) When a financial institution has already received a transfer notice transmitted by the Bank, as stated in Paragraph 1, a reverse transfer may not be possible. In such a case, the applicant shall solve the matter by consulting with the recipient.

Article 9. Contact Address for Notices and Inquiries

- (1) When the Bank sends notifications or inquires to the applicant regarding the transaction, the Bank shall use, as the contact address, the address and telephone number written/typed in the Application Form, or the address and telephone number registered of the account from which the transfer funds were transferred.
- (2) The Bank shall not be held responsible for any loss caused by the failure of notice or inquiry due to an imperfect or incorrect entry of the contact address by the applicant, or due to an interruption of telephone communication and so forth.

Article 10. Charges

- (1) When the applicant requests the Bank to handle the Fund Transfer, the applicant shall pay the Bank the transfer charge prescribed by the Bank.
- (2) When the applicant requests the Bank to handle a reverse transfer, the transfer applicant shall pay the Bank the reverse transfer charge prescribed by the Bank. The reverse transfer charge shall not be returned to the applicant even though reverse transfer was not possible.
- (3) When the applicant does not retrieve the reversed transfer funds and requests the Bank to initiate another Fund Transfer with such funds, the applicant shall pay the Bank the transfer charge as prescribed by the Bank along with the reverse transfer charge.
- (4) When the applicant makes a special request to the Bank to handle a transaction, the applicant shall pay the Bank any additional costs and expense brought by the request.

Article 11. Release from Responsibility for Disasters, etc.

The Bank shall not be held responsible for any loss caused by the failure to deposit transfer funds or by a delay in depositing transfer funds due to any of the following:

- i Any disaster, incident, accident during transportation, or measures taken by the court or other public bodies concerned, or any other unavoidable circumstances;
- ii Any trouble occurs with terminals, telecommunications lines, or a computer, etc. in spite of reasonable security measures taken by the Bank or the operating body of the joint system with other financial institutions ; or
- iii Any situation whereby the financial institutions other than the Bank is responsible.

Article 12. No Transfers or Pledges

The fund transfer agreement and the applicant's rights in this transaction shall be neither transferred nor pledged.

Article 13. Application of the Terms and Conditions for Deposits

When the applicant applies for the Fund Transfer by transferring the Transfer Funds, from the applicant's account, the Terms and Conditions for Current Account and Deposit Account shall apply to the withdrawal of the Transfer Funds, from said Account.

Article 14. Compliance with Laws and Regulations, etc.

Any matters not provided in the Terms and Conditions for Domestic Fund Transfer shall be handled in accordance with the applicable laws, regulations, and customary practices of Japan and other jurisdictions concerned, and the procedures prescribed by the Banks Concerned.

Article 15. Governing Law, Jurisdiction and Languages, etc.

- (1) The Terms and Conditions shall be governed by and construed in accordance with the laws of Japan.
- (2) In the event that the institution of a lawsuit in connection with the transactions to which the Terms and Conditions shall apply becomes necessary, it is agreed that the Tokyo District Court shall be the court of first instance.
- (3) The original language of the Terms and Conditions shall be Japanese.

6. 外国送金取引規定

6. 外国送金取引規定

第1条(適用範囲)

ドイツ銀行東京支店(以下「当行」といいます。)は、送金依頼書による次の各号に定める外国送金取引については、この規定により取扱います。

- ① 外国向送金取引
- ② 国内にある当行または他の金融機関にある受取人の預金口座への外貨建送金取引
- ③ 外国為替法規上の(非)居住者と非居住者との間における国内にある当行または他の金融機関にある受取人の預金口座への円貨建送金取引
- ④ その他前各号に準ずる取引

第2条(定義)

本規定における用語の定義は、次のとおりとします。

- ① 外国向送金取引
送金依頼人の委託に基づき、当行が行う次のことをいいます。
 - a. 送金依頼人の指定する外国にある当行の本支店または他の金融機関にある受取人の預金口座に一定額を入金することを委託するための支払指図を、関係銀行に対して発信すること(口座振込)
 - b. 外国にある受取人に対して一定額の支払いを行うことを委託するための支払指図を、関係銀行に対して発信すること(通知払・請求払)
 - c. 外国にある当行の本支店または他の金融機関を支払人として、送金依頼人が指定する者を受取人とする送金小切手を送金依頼人に対して交付すること
- ② 支払指図
送金依頼人の委託に基づき、当行が、一定額を受取人の処分可能にすることを委託するために関係銀行に対して発信する指示をいいます。
- ③ 支払銀行
受取人の預金口座への送金資金の入金または受取人に対する送金資金の支払いを行う金融機関をいいます。
- ④ 関係銀行
支払銀行および送金のために以下のことを行う当行の本支店または他の金融機関をいいます。
 - a. 支払指図の仲介
 - b. 銀行間における送金資金の決済
- ⑤ 当行適用為替レート
取引を行った時間、通貨の種類、金額に応じて適用される、当行における所定の為替レートもしくは当行が取引可能な市場実勢為替レートに、当行所定の為替手数料(別紙1参照)を含めたレートのことをいいます。

第3条(送金の依頼)

(1) 送金の依頼は、次により取扱います。

- ① 送金依頼は当行所定の受付時間内に受け付けます。
 - ② 店頭以外での送金の依頼については、当行所定の受付時間内にて、当行所定の金額の範囲内とします。また、当行所定の受付時間終了後および銀行休業日にて受け付けた場合には、受付日の翌営業日に支払指図を発信します。
 - ③ 送金の依頼にあたっては、当行所定の送金依頼書または当行の承認を得た様式のものを使用し、送金の種類、支払方法、支払銀行名・支店名およびその住所、受取人名、受取人口座番号および受取人の住所・電話番号、送金金額、依頼人名、依頼人の住所・電話番号、関係銀行手数料の負担者区分など当行所定の事項を正確に記入し、予め当行に届け出た署名(または印章)により署名(または記名押印)のうえ、提出してください。
 - ④ 当行は前号により送金依頼書に記載された事項を依頼内容とします。
- (2) 送金の依頼を受けるにあたっては、外国為替関連法規上所定の確認が必要ですので、次の手順をしてください。
- ① 送金依頼書に、送金目的その他所定の事項を記入してください。

- ② 所定の公的書類により本人確認済の送金依頼人の預金口座から送金資金を振替える場合等を除き、当行所定の告知書に必要とされる事項を記入し提出してください。
 - ③ 所定の公的書類により本人確認済の送金依頼人の預金口座から送金資金を振替える場合等を除き、運転免許証、パスポート（住所記入済のもの）、健康保険証（住所記入済のもの）、住民票の写し、在留カード等所定の本人確認書類を提示してください。
 - ④ 許可等が必要とされる取引の場合には、その許可等を証明する書面を提示または提出してください。
- (3) 送金の依頼にあたっては、送金依頼人は当行に、送金資金の他に、当行所定の送金手数料、関係銀行手数料その他この取引に関連して必要となる手数料・諸費用（以下「送金資金等」といいます。）を支払ってください。なお、小切手その他の証券類による送金資金等の受入れはしません。
- (4) 送金の依頼等にあたっては、法令等の定めに従い当行が実施する本人確認等の結果に、当行が満足することを要するものとします。

第4条(送金委託契約の成立と解除等)

- (1) 送金委託契約は、当行が送金の依頼を承諾し、送金資金等を受領したときに成立するものとします。
- (2) 前項により送金委託契約が成立したときは、当行は、その契約内容に関して、送金依頼書(控)を交付し、送金小切手の場合には、併せて送金小切手を交付します。なお、送金依頼書(控)は、解除や組戻しの場合など、後日提出していただくことがありますので、大切に保管してください。
- (3) 第1項により送金委託契約が成立した後においても、当行が関係銀行に対して支払指図を発信する前または送金依頼人に対して送金小切手を交付する前に次の各号の事由の一にでも該当すると認めたときは、当行から送金委託契約の解除ができるものとします。この場合、解除によって生じた損害について当行は責任を負いません。
- ① 取引等の非常停止に該当するなど送金が外国為替関連法規に違反するとき
 - ② 戦争、内乱、もしくは関係銀行の資産凍結、支払停止などが発生し、またはそのおそれがあるとき
 - ③ 送金が犯罪や不正にかかわるものであるなど相当の事由があるとき
 - ④ その他送金がマネー・ロンダリング、テロ資金供与、経済制裁関係法令等に抵触する取引に利用され、またはそのおそれがあると合理的に認められるとき
- (4) 前項による解除の場合には、送金依頼人から受取った送金資金等を返却しますので、当行所定の受取書に、送金依頼書に使用した署名または印章により署名または記名押印のうえ、第2項に規定する送金依頼書(控)とともに提出してください。この場合、当行所定の本人確認資料または書面による保証人の設定を求めることがあります。
- (5) 当行が、受取書に使用された署名または印影を、外国送金依頼書に使用された署名または印影と相当の注意をもって照合し、相違ないものと認めたとうえ、送金資金等を返却したときは、これによって生じた損害については、当行は責任を負いません。

第5条(支払指図の発信等)

- (1) 当行は、送金委託契約が成立したときは、前条第3項により解除した場合を除き、送金の依頼内容にもとづいて、遅滞なく関係銀行に対して支払指図を発信し、または送金小切手を送金依頼人に対して交付します。
- (2) 当行は送金実行のために、日本および海外の関係各国の法令・制度・勧告・習慣、関係銀行所定の手続き、または外国送金に用いられる伝達手段における要件等に従って、次の各号の情報のいずれか、または全てを支払指図に記載して関係銀行に伝達します。また、関係銀行からの求めに応じて情報を伝達する場合があります。なお、それらの情報は、関係銀行によってさらに送金受取人に伝達されることがあります。
- ① 外国送金依頼書に記載された情報
 - ② 送金依頼人の口座番号・住所、取引番号、その他送金依頼人を特定する情報
- (3) 支払指図の伝達手段は、当行が適当と認めるものを利用します。また、関係銀行についても、送金依頼人が特に指定した場合を除き、同様とします。
- (4) 次の各号のいずれかに該当するときは、当行は、送金依頼人が指定した関係銀行を利用せず、当行が適当と認める関係銀行によることができるものとします。この場合、当行は送金依頼人に対してすみやかに通知します。
- ① 当行が送金依頼人の指定に従うことが不可能と認めるとき
 - ② 送金依頼人の指定に従うことによって、送金依頼人に過大な費用負担または送金に遅延が生じる場合など

で、他に適当な関係銀行があると当行が認めるとき

- (5) 前三項の取扱いによって生じた損害については、当行は責任を負いません。

第6条(手数料・費用等)

- (1) 送金の受付にあたっては、当行所定の送金手数料・関係銀行手数料その他この取引に関連して必要となる手数料・諸費用をいただきます。なお、このほかに、関係銀行にかかる手数料・諸費用を後日いただくこともあります。送金依頼人より関係銀行にかかる手数料・諸費用は送金依頼人が負担するとの申出を受け、当行が諸手数料につき送金依頼人の負担とするよう支払指図を発信したにもかかわらず、これらが送金金額から差し引かれた場合については、当行は責任を負いません。
- (2) 照会、変更、組戻しの受付にあたっては、次の各号に定める当行および関係銀行の所定の手数料・諸費用をいただきます。この場合、前項に規定する手数料等は返却しません。なお、このほかに、関係銀行にかかる手数料・諸費用を後日いただくこともあります。
- ① 照会手数料
 - ② 変更手数料
 - ③ 組戻手数料
 - ④ 電信料・郵便料
 - ⑤ その他照会、変更、組戻しに関して生じた手数料・諸費用

第7条(為替レート)

- (1) 送金の受付にあたり、送金資金を送金通貨と異なる通貨により受領する場合に適用する為替レートは、先物外国為替取引契約が締結されている場合を除き、当行適用為替レートとします。
- (2) 第4条第4項、第9条第3項、第11条第1項第3号の規定による送金資金等または返戻金の返却にあたり、当行が送金依頼人にそれらの資金を送金通貨と異なる通貨により返却する場合に適用する為替レートは、先物外国為替取引契約が締結されている場合を除き、当行適用為替レートとします。

第8条(受取人に対する支払通貨)

送金依頼人が次の各号に定める通貨を送金通貨として送金を依頼した場合には、受取人に対する支払通貨は送金依頼人が指定した通貨と異なる通貨となることもあります。この場合の支払通貨、為替レートおよび手数料等については、関係各国の法令、慣習および関係銀行所定の手続に従うこととします。

- ① 支払銀行の所在国の通貨と異なる通貨
- ② 受取人の預金口座の通貨と異なる通貨

第9条(取引内容の照会等)

- (1) 送金依頼人は、送金依頼後に受取人に送金資金が支払われていない場合など、送金取引について疑義のあるときは、すみやかに当行に照会してください。この場合には、当行は、関係銀行に照会するなどの調査をし、その結果を送金依頼人に報告します。なお、照会等の受付にあたっては、当行所定の依頼書の提出を求めるともありません。
- (2) 当行が発信した支払指図または交付した送金小切手について、関係銀行から照会があった場合には、送金の依頼内容について送金依頼人に照会することがあります。この場合には、すみやかに回答してください。当行からの照会に対して、相当の期間内に回答がなかった場合または不適切な回答があった場合には、これによって生じた損害については、当行は責任を負いません。
- (3) 当行が発信した支払指図または交付した送金小切手について、関係銀行による支払指図の拒絶等により送金ができないことが判明した場合には、当行は送金依頼人にすみやかに通知します。この場合、当行が関係銀行から送金にかかる返戻金を受領したときには、直ちに返却しますので、第11条に規定する組戻しの手続に準じて、当行所定の手続をしてください。
- (4) 当行は、送金の依頼等に際して、受取人の情報および当該送金にかかる具体的な取引の内容等を適切に把握するため、事前または事後に、提出期限を指定して各種確認や資料の提出を求めることがあります。当行からの照会に対して、正当な理由なく指定した期限までにご回答いただけない場合、または当該回答その他の事情を考慮して、当行において、当該送金がマネー・ローンダリング、テロ資金供与、もしくは経済制裁関係法令等への抵触のおそれがあると合理的に判断した場合には、送金の依頼等を拒絶または制限す

る等の措置をとる場合があります。

第10条(依頼内容の変更)

- (1) 送金委託契約の成立後にその依頼内容を変更する場合には、次の変更の手続により取扱います。ただし、送金金額を変更する場合には、次条に規定する組戻しの手続により取扱います。
 - ① 変更の依頼にあたっては、当行所定の内容変更依頼書に、送金依頼書に使用した署名または印章により署名または記名押印のうえ、第4条第2項に規定する送金依頼書(控)とともに当行に提出してください。この場合、当行所定の本人確認資料または書面による保証人の設定を求めることがあります。なお、送金小切手が送金依頼人に対して交付されている場合には、その送金小切手も提出してください。
 - ② 当行が変更依頼を受けたときは、当行が適当と認める関係銀行および伝送手段により、内容変更依頼書の内容に従って、変更の指図を発信するなど、遅滞なく変更に必要な手続をとります。
- (2) 前項の依頼内容の変更にあたっての内容変更依頼書の取扱いについては、第4条第5項の規定を準用します。また、前項第2号の取扱いによって生じた損害については、当行は責任を負いません。
- (3) 本条に規定する変更は、関係銀行による変更の拒絶、法令による制限、政府または裁判所等の公的機関の措置等により、その取扱いができない場合があります。変更ができず組戻しを行う場合には、次条に規定する組戻しの手続をしてください。

第11条(組戻し)

- (1) 送金委託契約の成立後にその依頼を取りやめる場合には、次の組戻しの手続により取扱います。
 - ① 組戻しの依頼にあたっては、当行所定の組戻依頼書に、送金依頼書に使用した署名または印章により署名または記名押印のうえ、第4条第2項に規定する送金依頼書(控)とともに提出してください。この場合、当行所定の本人確認資料または書面による保証人の設定を求めることがあります。なお、送金小切手が送金依頼人に対して交付されている場合には、その送金小切手も提出してください。
 - ② 当行が組戻しの依頼を受けたときは、当行が適当と認める関係銀行および伝送手段により、組戻依頼書の内容に従って、組戻しの指図を発信するなど、遅滞なく組戻しに必要な手続をとります。
 - ③ 組戻しを承諾した関係銀行からの送金にかかる返戻金の受領を当行が確認できた場合には、その返戻金を直ちに返却しますので、当行所定の受取書に、送金依頼書に使用した署名または印章により署名または記名押印のうえ、提出してください。この場合、当行所定の本人確認資料または書面による保証人の設定を求めることがあります。
- (2) 前項の組戻しの依頼にあたっての組戻依頼書の取扱いおよび返戻金の返却にあたっての受取書の取扱いについては、第4条第5項の規定を準用します。また、前項第2号の取扱いによって生じた損害については、当行は責任を負いません。
- (3) 本条に規定する組戻しは、関係銀行による組戻しの拒絶、法令による制限、政府または裁判所等の公的機関の措置等により、その取扱いができない場合があります。

第12条(通知・照会の連絡先)

- (1) 当行がこの取引について送金依頼人に通知・照会をする場合には、送金依頼書に記載された住所・電話番号または振込資金等を振替えた預金口座について届出のあった住所・電話番号を連絡先とします。
- (2) 前項において、連絡先の記載の不備または電話の不通等によって通知・照会をすることができなくても、これによって生じた損害については、当行は責任を負いません。

第13条(災害等による免責)

次の各号に定める損害については、当行は責任を負いません。

- ① 災害・事変・戦争、輸送途中の事故、法令による制限、政府または裁判所等の公的機関の措置等のやむを得ない事由により生じた損害
- ② 当行が相当の安全対策を講じたにもかかわらず発生した、端末機、通信回線、コンピュータ等の障害、またはそれによる電信の字くずれ、誤謬、脱漏等により生じた損害
- ③ 関係銀行が所在国の慣習もしくは関係銀行所定の手続に従って取扱ったことにより生じた損害、または当行の本支店を除いた関係銀行の責に帰すべき事由により生じた損害
- ④ 受取人名相違等の送金依頼人の責に帰すべき事由により生じた損害

- ⑤ 送金依頼人から受取人へのメッセージに関して生じた損害
- ⑥ 送金依頼人と受取人または第三者との間における送金の原因関係にかかる損害
- ⑦ その他当行の責に帰すべき事由以外の事由により生じた損害

第14条(譲渡・質入の禁止)

本規定による取引にもとづく送金依頼人の権利は、譲渡、質入れすることはできません。

第15条(預金規定の準用)

送金依頼人が送金資金等を預金口座から振替えて送金の依頼をする場合における預金払戻しについては、関係する預金規定により取扱います。

第16条(法令、規則等の遵守)

本規定に定めのない事項については、日本および関係各国の法令・規則等、慣習および関係銀行所定の手続に従うものとします。

第17条(準拠法、管轄裁判所、正文)

- (1) 本規定は、日本法に従って解釈されるものとします。
- (2) 本規定に係る取引に関して訴訟の必要が生じた場合には、東京地方裁判所を管轄裁判所とします。
- (3) 本規定は、日本語を正文とします。

6. Terms and Conditions for Overseas Remittances

Article 1. Scope of Application

Deutsche Bank AG, Tokyo Branch (hereinafter referred to as the "Bank") will effect overseas remittance transactions as set out below to be requested by Application Form for Remittance(s) (hereinafter referred to as "Application Form(s)") subject to these Terms and Conditions for Overseas Remittances.

- i Overseas remittance of funds
- ii Remittance of funds denominated in a foreign currency to a recipient's account held by the Bank or other financial institutions in Japan
- iii Remittance of funds denominated in Japanese Yen between a (non-)resident and a non-resident subject to foreign exchange laws to the recipient's account held by the Bank or other financial institutions in Japan.
- iv Transactions similar to any of the preceding transactions.

Article 2. Definitions

The terms used in these Terms and Conditions for Overseas Remittances shall be defined as follows:

- i Overseas Remittance of Funds
Overseas Remittance of Funds shall mean transactions set forth below as the Bank shall effect.
 - a. To transmit the Payment Order to the Banks Concerned in order to entrust said banks with the remittance of a fixed amount of funds to the recipient's account held with the Bank's head office or overseas branches, or other overseas financial institutions as designated by the applicant (direct deposit).
 - b. To transmit the Payment Order to the Banks Concerned in order to entrust said banks with a fixed amount of remittance funds to the recipient residing in a foreign country or other overseas financial institutions as designated by the applicant (Advice & Pay, or Pay on Application)
 - c. To issue a demand draft to the applicant specifying the Bank's head office or overseas branches or other overseas financial institutions as the payer and the person designated by the applicant as the payee.
- ii Payment Order
Payment Order shall mean instruction which the Bank, at the request of the applicant for the remittance of funds, issues to the Banks Concerned (defined below) in order to request that the remitted funds be made available for the recipient.
- iii Payment Bank
Payment Bank shall mean a financial institution that either deposit the remitted funds into the recipient's account or pays the remitted funds to the recipient.
- iv Banks Concerned
Banks Concerned shall mean the Payment Bank, and the Bank's head office or branches or other financial institutions which conducts:
 - a. itself as the intermediary of the Payment Order; or
 - b. the settlement of the remittance of funds between banks.
- v Exchange Rate Applied by the Bank
Exchange Rate Applied by the Bank shall mean the rate calculated by integrating (a) an exchange rate prescribed by the Bank or an exchange rate available for the Bank for the trade in the relevant interbank market, in each case based on the kind of foreign currency and the time and the volume of the exchange transaction, and (b) the foreign exchange commission prescribed by the Bank (see Appendix1).

Article 3. Remittance Applications

- (1) The Bank shall treat remittance application in accordance with the below.
 - i The Bank shall accept the Application Form during the service hours prescribed by the Bank.
 - ii If the Bank accepts the Application Form at a place other than its depository office, it shall accept such application only during said service hours and within the limit prescribed by the Bank. Notwithstanding the preceding Paragraph, in the event that the Bank accepts the Remittance Application after the service hours prescribed by the Bank or on a day which is not a business day, the Bank shall transmit the Payment Order on the next succeeding business day.
 - iii Any person applying to the Bank for remittance shall use the Application Form prescribed by the Bank or such other form as the Bank approves, correctly fill in type of the remittance, method of payment, name of the bank receiving the remittance, name of said bank's branch and address, name of recipient, account number of the recipient, address and telephone number of the recipient, amount of the remittance, name of the applicant, address and telephone number of the applicant, which party shall bear commissions payable to the Banks Concerned, and other such items as the Bank shall require the applicant to fill in. After filling in those matters, the applicant shall sign and/or affix his/her seal preliminarily registered to the Bank on the Application Form and submit it to the Bank.
 - iv The Bank shall treat those matters filled in the Application Form, pursuant to the preceding Paragraphs, as the contents of the remittance application.
- (2) The Bank shall be required by foreign exchange laws and regulations to verify certain matters. Any applicant shall take the steps set forth below.
 - i To fill in the purpose of the remittance and other required matters on the Application Form.
 - ii Except for the case where the remittance funds are transferred from the applicant's account of whom the Bank shall have verified the personal identity via official documents prescribed by the Bank, other applicant shall fill in required matters on the Declaration Form prescribed by the Bank and submit it to the Bank.
 - iii Except for the case where the remittance funds are transferred from the applicant's account of whom the Bank shall have verified the personal identity via official documents prescribed by the Bank, the applicant shall submit identification documents to the Bank such as driver license, passport (with address specified), health insurance card (with address specified), or resident card.
 - iv For a transaction that requires permission, etc, the applicant shall present or submit to the Bank a document certifying such permission, etc.
- (3) Any person applying to the Bank for the remittance shall pay to the Bank remittance funds to be transferred and such charges for the remittance prescribed by the Bank, bank charges payable to the Banks Concerned, and all other charges and commissions required in relation to this transaction (hereinafter, referred to as "Remittance Funds, etc."). The Bank will not accept checks or other instruments, etc. as the Remittance Funds, etc.
- (4) In order for the Bank to enter into transaction(s) with the depositor including, but not limited to, applying for remittance, it is necessary that the Bank shall be satisfied with the results of the "know your customer" and/or other similar checks that the Bank will carry out as set forth under the applicable laws and regulations.

Article 4. Execution and Termination, etc, of Remittance Agreements

- (1) The remittance agreement shall come into force when the Bank accepts the remittance application and receives the Remittance Funds, etc.
- (2) When the remittance agreement is concluded according to the preceding Paragraph, the Bank shall provide the applicant with the customer copy of the Application Form, and in case of demand draft, the Bank shall provide the applicant with such draft. The applicant shall keep said copy in his custody as the Bank may request the applicant to submit said copy to the Bank later in cases such as a cancellation of remittance.
- (3) Even after the remittance agreement comes into force pursuant to Paragraph 1 hereof, the Bank may cancel or terminate said agreement should the Bank recognize any of the following before the Bank transmits the Payment Order to the Banks Concerned or provides the applicant with the demand draft;
 - i The remittance is in violation of the Foreign Exchange Law and other relevant regulations such as being subject to an emergency suspension of transactions;

- ii A war or civil war has broken out or the Banks Concerned have undergone an asset freeze or a suspension of payments, etc., or any of those events is likely to occur;
- iii A rational reason exists, such as the remittance is related to a criminal or unlawful act. In such case; or
- iv The remittance is used, or reasonably suspected to be used, for or in connection with money laundering or terrorism financing or any transactions which may conflict with any applicable economic sanctions.

The Bank shall not be held responsible for any damage or loss incurred by the applicant in connection with the cancel/termination of said agreement.

- (4) In the case of cancel/termination of the remittance agreement as provided in the preceding paragraph, the Bank shall return to the applicant the Remittance Funds, etc., the Bank has received from the applicant, and the applicant shall sign and or/affix his/her seal to fund receipt form, prescribed by the Bank by use of said signature or seal as he/she has used for the Application Form, and submit to the Bank with said receipt together with the customer copy of the Application Form in Paragraph 2 of this Article 4. In such case, the Bank may request the applicant to either produce an identity verification document prescribed by the Bank or furnish a guarantee in writing.
- (5) To the extent that the Bank verifies the signature or seal used in the fund receipt form with those used for the Application Form with due care and acknowledges such signature or seal, and returns to the applicant the Remittance Funds, etc., the Bank shall not be held responsible for any loss or damage incurred by the applicant in connection with said return.

Article 5. Transmission of Payment Orders, Etc.

- (1) When the remittance agreement is concluded, the Bank shall transmit the Payment Order without delay to the Banks Concerned or issue a demand draft to the applicant, based on the contents of the Application Form, except for cancellation/termination set out in Paragraph 3 of the preceding Article 4.
- (2) The Bank shall transmit all or part of the following information to the Banks Concerned with the Payment Order, in compliance with Japanese and foreign laws, regulations, recommendations, market practices, and designated procedures of the Banks Concerned, as well as requirements of transmission methods to be used for the remittance. The information may be transmitted to the recipient by the Banks Concerned.
 - i Information described on the Application Form
 - ii The applicant's account number, address, transaction number, and any other information which can identify the applicant
- (3) The Bank shall choose both appropriate means to transmit the Payment Orders and the Banks Concerned, unless specified otherwise by the applicant.
- (4) In the event of any of the cases stated below, the Bank may choose the Banks Concerned that it considers appropriate without using the Banks Concerned specified by the applicant. In this case, the Bank shall inform the applicant of the change in bank without delay.
 - i When the Bank recognizes that it is impossible to follow the instruction specified by the applicant.
 - ii When the Bank recognizes that the applicant shall bear an excessive cost or that the remittance will be delayed if the Bank follows the instruction specified by the applicant, and when the Bank considers a different bank concerned to be appropriate.
- (5) The Bank shall not be held responsible for any loss caused by its handling of the situations defined in the preceding Paragraphs.

Article 6. Charges and Commissions

- (1) The Bank will charge the applicant the remittance charge prescribed by the Bank, bank charges for the Banks Concerned, and any other service charges and commissions required for this transaction when the Bank accepts the remittance. In addition, the Bank may later charge the applicant additional charges and commissions for the Banks Concerned. In the event that said charges and commissions for the Banks Concerned shall have been deducted from the remittance funds, notwithstanding the fact that the Bank receives the Application Form advising that the applicant will bear these charges and commissions and transmits the Payment Order indicating this, the Bank shall not be held responsible for said deduction.
- (2) The Bank will charge the applicant as below, the charges and commissions prescribed by the Bank and the

Banks Concerned when accepting an inquiry, amendment, and/or reverse transfer from the applicant. In this case, the Bank will not return any charges and commissions as defined in the preceding Paragraph. In addition, the Bank may later charge the applicant charges and commissions for the Banks Concerned.

- i Inquiry charges;
- ii Amendment charges;
- iii Reverse transfer charges;
- iv Telegram charges and postal fees;
- v Other charges and commissions incurred in relation to inquiries, amendments, and reverse transfers.

Article 7. Foreign Exchange Rates

- (1) The Bank shall apply the Exchange Rate Applied by the Bank when the currency of the Remittance Funds etc. the Bank received from the applicant is different from the currency used for the remittance, except for the case where a forward foreign exchange contract shall have been concluded between the Bank and the applicant.
- (2) The Bank shall apply the Exchange Rate Applied by the Bank when the currency of the remittance funds or refund the Bank returns to the applicant pursuant to Article 4 Paragraph 4, Article 9 Paragraph 3, and Article 11 Paragraph 1 Item 3 of these Terms and Conditions for Overseas Remittances is different from the currency used for the remittance, except for the case where a forward foreign exchange contract shall have been concluded between the Bank and the applicant.

Article 8. Payment Currency for Recipients

When the applicant applies for the remittance in the currency stated below, the recipient may receive the remittance in a currency different from the currency specified by the applicant. In this case, the Bank shall abide by laws, regulations, and customary practices of nations concerned, and procedures prescribed by the Banks Concerned, in deciding the payment currency, exchange rate, and charges, etc.

- i A currency different from the prevailing currency of the nation where the Payment Bank is located.
- ii A currency different from the currency of the recipient account.

Article 9. Inquiries regarding Transaction Contents, etc.

- (1) The applicant shall inquire with the Bank without delay when the applicant finds that the recipient has not received the remittance funds in due time, or when the applicant has other doubts or questions regarding the transaction. In such case, the Bank shall investigate the remittance by, for example, inquiring with the Banks Concerned, and shall inform the applicant of the result. The Bank may, upon receipt of an inquiry, etc., ask the applicant to submit an inquiry application form prescribed by the Bank.
- (2) When the Banks Concerned inquires about the Payment Order transmitted by the Bank or a demand draft issued by the Bank, the Bank may inquire of the applicant the contents of the remittance application. The applicant shall respond to the inquiry without delay. In case the applicant does not reply within a reasonable period of time or makes an inappropriate reply to the inquiry, the Bank shall not be held responsible for any loss caused by the inappropriate reply or non-reply.
- (3) When the Bank finds a transaction failure involving the Payment Order transmitted by the Bank or a demand draft issued by the Bank due to rejection of the Payment Order by the Banks Concerned or for any other reason, the Bank shall inform the applicant of said transaction failure without delay. The Bank shall return to the applicant the refund for the remittance without delay when it receives the refund from the Banks Concerned. In such case, the applicant is required to proceed with the procedures prescribed by the Bank in accordance with the provision for reverse transfer defined in Article 11.
- (4) For the purpose of verifying recipient information and/or substance of any specific transaction in relation to any relevant fund transfer, the Bank may from time to time (either before or after the relevant fund transfer) make inquiries to the applicant or request him/her to produce any relevant documents or furnish information to the Bank within a period designated by the Bank. If (i) the applicant fails to respond to any such inquires/ document production on time without any legitimate reason, or (ii) the Bank determines, in view of responses given by the applicant and other circumstances, that there

arises, or in the Bank's reasonable judgment may arise, risk involved in money laundering or terrorism financing or otherwise may conflict with any applicable economic sanctions, the Bank will then reject or otherwise restrict the relevant fund transfer.

Article 10. Amendments in Application Contents

- (1) When the applicant intends to amend the contents of the remittance agreement already concluded, the applicant shall proceed with the procedures set out below. However, when the applicant intends to amend the amount of the remittance, the procedures for reverse transfer set out in Article 11 shall apply to such amendment.
 - i The applicant who intends to amend the contents of the remittance shall sign and/or affix his/her seal on amendment application form prescribed by the Bank with the same signature and/or seal used in the Application Form, and submit it together with the customer copy of Application Form defined in Article 4 Paragraph 2 hereof. The Bank may also request the applicant to either produce an identity verification document prescribed by the Bank or furnish a guarantee in writing. When a demand draft has been issued to the applicant, the applicant shall submit that demand draft to the Bank.
 - ii When the Bank accepts the amendment application, the Bank shall take the steps necessary for the amendment without delay, such as transmitting the amendment order according to the contents of the amendment application form via transmission means and to the Banks Concerned as the Bank considers as appropriate.
- (2) In handling the amendment application form defined in the preceding Paragraph, the provisions of Article 4 Paragraph 5 hereof shall apply correspondingly. The Bank shall not be held responsible for any loss caused by its handling of the amendment defined in Item 2 of the preceding Paragraph.
- (3) Amendments defined in this Article may not be allowed due to rejection by the Banks Concerned, restrictions by relevant laws and regulations, or measures taken by governments or courts or other public bodies. In case the applicant intends to reverse the remittance due to the amendment not being accepted, the applicant shall proceed with the procedures defined in the following Article 11.

Article 11. Reversed Transfers

- (1) When the applicant withdraws the remittance application after the remittance agreement has been concluded, the applicant shall proceed with the reverse transfer procedures described below.
 - i The applicant shall sign and/or affix his/her seal to a reverse transfer application form prescribed by the Bank, with the same signature and/or seal used on the Application Form, and submit it together with the customer copy of the Application Form defined in Paragraph 2 of Article 4 to the Bank. The Bank may also request the applicant to either produce an identity verification document prescribed by the Bank or furnish a guarantee in writing. When a demand draft has been issued to the applicant, the applicant shall submit said demand draft to the Bank.
 - ii When the Bank accepts the reverse transfer application, the Bank shall take the steps necessary for the reverse transfer without delay according to the contents of the reverse transfer application form via transmission means and to the Banks Concerned as the Bank considers appropriate.
 - iii When the Bank receives the refund for the remittance from the Banks Concerned that accepted the reverse transfer, the Bank shall return the refund to the applicant without delay. In such case, the applicant shall sign and/or affix his/her seal to a fund receipt form prescribed by the Bank, with the same signature and/or seal used on the Application Form, and submit it to the Bank. The Bank may also request the applicant to either produce an identity verification document prescribed by the Bank or furnish a guarantee in writing.
- (2) The provisions for Transfer in Paragraph 5 of Article 4 hereof shall apply to the handling of reverse transfer application forms and to the handling of receipts for refund. The Bank shall not be held responsible for any loss caused by the handling defined in Item 2 of the preceding Paragraph.
- (3) The Bank may refuse a reverse transfer application due to the refusal of the Banks Concerned, restrictions by relevant laws and regulations, or measures taken by governments or courts or other public bodies.

Article 12. Contact Address for Notices and Inquiries

- (1) When the Bank sends notifications or inquires to the applicant regarding the transaction, the Bank shall use, as the contact address, the address and telephone number written/typed in the Application Form, or the address and telephone number registered of the account from which the transfer funds were transferred.
- (2) The Bank shall not be held responsible for any loss caused by the failure of notice or inquiry due to an imperfect or incorrect entry of the contact address by the applicant, or due to an interruption of telephone communication and so forth.

Article 13. Release from Responsibility for Disasters, etc.

The Bank shall not be held responsible for any of the following losses:

- i Loss caused by disasters, incidents, wars, accidents during transportation, legal restrictions, or any measure taken by governments or courts or other public bodies concerned, or any other unavoidable circumstances;
- ii Loss caused by trouble with terminals, telecommunications lines, computers, etc., or by deformed characters in a telegram due to such technical trouble, or by any errors or omissions, etc. in spite of the considerable security measures that the Bank has implemented;
- iii Loss for which the Banks Concerned handles the transaction in compliance with customary practices in the nation where the Banks Concerned is located, or in compliance with the handling procedures prescribed by the Banks Concerned; or loss for which the Banks Concerned, other than the head office and the branches of the Bank, is responsible;
- iv Loss for which the applicant is responsible, such as an incorrect recipient name;
- v Loss caused in relation to the applicant's message to the recipient;
- vi Loss caused by a causal relationship between the applicant and the recipient or a third party; or
- vii Loss for which the Bank is not responsible.

Article 14. No Transfer or Pledge

The applicant's rights to a transaction under the Terms and Conditions for Overseas Remittances shall be neither transferred nor pledged.

Article 15. Application of the Terms and Conditions for Current Accounts and Deposit Accounts

When the applicant applies for the remittance by transferring the Remittance Funds, etc. from his/her account, the Terms and Conditions for Current Account and Deposit Account shall apply to the withdrawal of funds from said account.

Article 16. Compliance with Laws and Regulations, etc.

Matters not defined in the Terms and Conditions for Overseas Remittances shall be handled in accordance with the laws, regulations, and customary practices of Japan and other nations concerned, and the procedures prescribed by the Banks Concerned.

Article 17. Governing Law, Jurisdiction and Languages, etc.

- (1) The Terms and Conditions shall be governed by and construed in accordance with the laws of Japan.
- (2) In the event that the institution of a lawsuit in connection with the transactions to which the Terms and Conditions shall apply becomes necessary, it is agreed that the Tokyo District Court shall be the court of first instance.
- (3) The original language of the Terms and Conditions shall be Japanese.

《為替手数料表》

通貨	為替手数料(1外貨当たり・円)	通貨	為替手数料(1外貨当たり・円)
米ドル	片道1.00円／往復2.00円	香港ドル	片道0.43円／往復0.86円
ユーロ	片道1.50円／往復3.00円	ニュージーランドドル	片道2.00円／往復4.00円
オーストラリアドル	片道2.00円／往復4.00円	スウェーデンクローネ	片道0.40円／往復0.80円
カナダドル	片道1.60円／往復3.20円	シンガポールドル	片道0.83円／往復1.66円
スイスフラン	片道0.90円／往復1.80円	タイバーツ	片道0.08円／往復0.16円
英ポンド	片道4.00円／往復8.00円	南アフリカランド	片道1.50円／往復3.00円
中国人民幣(CNH)	片道0.30円／往復0.60円		

* 上記手数料は予告なく変更される可能性があります。

Appendix 1

《Foreign Exchange Commission Table》

Currency	Exchange Fee (per currency*JPY)	Currency	Exchange Fee (per currency*JPY)
US Dollar	One way1.00 / Both way2.00	HK Dollar	One way 0.43 / Both way 0.86
EURO	One way1.50 / Both way3.00	NZ Dollar	One way 2.00 / Both way 4.00
Australia Dollar	One way 2.00 / Both way 4.00	Swedish Krona	One way 0.40 / Both way 0.80
Canada Dollar	One way 1.60 / Both way 3.20	Singapore Dollar	One way 0.83 / Both way 1.66
Swiss Franc	One way 0.90 / Both way 1.80	Thai Baht	One way 0.08 / Both way 0.16
GBPound	One way 4.00 / Both way 8.00	South African Rand	One way 1.50 / Both way3.00
Renminbi (CNH)	One way 0.30 / Both way 0.60		

***This fee table is subject to change.**