

General Business Conditions
Commerzbank AG Tokyo Branch /
《当座勘定規定》

Customer Number _____
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Article 1 (Items for Deposit)

- (1) In addition to cash, the Bank will accept checks, promissory notes, bills of exchange, interest coupons, postal money orders, dividend warrants, and other immediately collectable instruments (hereinafter referred to as "Instruments") for deposit in Current Accounts.
- (2) Prior to depositing checks, promissory notes, or bills of exchange, the depositor is required to fill in all blanks and to provide all information which is required by law for the validity of such instruments. The Bank is not obligated to complete any incomplete form.
- (3) Before submitting any Instrument to the Bank for deposit, the depositor must endorse the Instrument and complete all other formalities necessary to render it ready for collection.
- (4) All expenses, if any, relating to the collection of Instruments will be charged to the depositor in accordance with the Bank's collection fee schedule, which is posted at the Bank's offices.

Article 2 (Receipt of Instruments for Deposit)

- (1) The proceeds of any and all Instruments received from the depositor for deposit by the Bank's office where the depositor's Current Account is maintained (hereinafter referred to as the "Depository Office"), will not be available for payment before the Bank has ascertained that the Instruments for collection have been settled by verifying that they have not been returned within the prescribed period for returning dishonored Instruments.
- (2) The proceeds of any Instruments received for deposit by and payable at the Depository Office will be made available for payment on the day of receipt of the Instrument, but not until the Depository Office has confirmed settlement of the Instrument.

Article 3 (Remittance by Depositor)

- (1) The proceeds of any remittance to the Current Account made by the depositor through another financial institution or one of the Bank's offices other than the Depository Office, will not be available for payment before they have been credited to the Bank's Current Account Ledger. However, the proceeds of such a remittance made in the form of an Instrument will not be available for payment until the Bank has confirmed settlement of the Instrument.
- (2) A transfer credited to the Current Account will be reversed if the Bank receives a notice of cancellation for reason of erroneous transmittal of the notice of transfer, e.g., duplicate transmittal, from the financial institution that transmitted the notice of transfer.

Article 4 (Deposits by a Third Party)

- (1) The provisions of Article 2 shall apply mutatis mutandis to Instruments which have been received at the Depository Office from a third party for deposit in the Current Account.
- (2) The provisions of Article 3 shall apply mutatis mutandis to deposits remitted by a third party through another financial institution or one of the Bank's offices other than the Depository Office.

第1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てのできるもの（以下「証券類」という。）も受入れます。
- (2) 手形・小切手要件の必要事項をご記入漏れの無いよう、あらかじめお客様がご記入下さい。事項の記入漏れに関し当行が記入する義務はございません。
- (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、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2条（証券類の受入れ）

- (1) 証券類を受入れた場合には、当店で取立て、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) 当店を支払場所とする証券類を受入れた場合には、当店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3条（本人振込み）

- (1) 当行の他の本支店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4条（第三者振込み）

- (1) 第三者が当店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2条と同様に取扱います。
- (2) 第三者が当行の他の本支店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3条と同様に取扱います。

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Article 5 (Dishonor of Received Instruments)

- (1) The Bank will promptly notify the depositor if an Instrument received for deposit in, or for remittance to, the Current Account as provided for in the preceding three Articles is dishonored and at the same time reverse the relevant entry in the Current Account Ledger. Upon request, the dishonored Instrument will be returned to the depositor at the office where the Instrument was received. If the dishonored Instrument was received from a third party as provided for in Article 4, it will be returned to that third party. However, in a situation in which Article 4, Paragraph 1 applies, the Bank may return the dishonored Instrument through the depositor to the third party that deposited it.
- (2) When the preceding Paragraph applies, the Bank will take procedures to preserve the holder's rights in respect of a dishonored Instrument only if it has received a written request to do so.

Article 6 (Procedure for Face Value Recognition)

When receiving or paying checks, promissory notes, or bills of exchange, the Bank will rely on and assume that amount as shown in the place specified for value to be correct, regardless of any other indications that may be shown elsewhere, whether in words or figures.

Article 7 (Payment of Checks, Promissory Notes and Bills of Exchange)

- (1) The Bank is authorized to and will pay, by debiting the Current Account, checks presented for payment and promissory notes or bills of exchange presented for payment within the period prescribed for presentation.
- (2) Withdrawals from the Current Account shall be made by check.

Article 8 (Forms for Checks, Promissory Notes, and Bills of Exchange)

- (1) The depositor is required to use the forms provided by the Bank when drawing checks on the Bank or promissory notes payable at the Depository Office.
- (2) When accepting bills of exchange payable at the Depository Office, the depositor is required to ascertain that the forms for such have been provided by financial institutions which are authorized to receive deposits.
- (3) The Bank will not honor any check, promissory note, or bill of exchange which does not comply with Paragraphs 1 and 2 of this Article.
- (4) Upon request, the Bank will provide the depositor with a reasonable quantity of check, promissory note, and bill of exchange forms, at cost.

Article 9 (Payment Limits)

- (1) The Bank is not obligated to pay checks, promissory notes, or bills of exchange, etc., presented for payment in excess of the funds available for payment in the Current Account.
- (2) The Bank will not make any partial payments on checks, promissory notes or bills of exchange.

第5条（受入証券類の不渡り）

- (1) 前3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4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6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、複記のいかににかかわらず、所定の金額欄記載の金額によって取扱います。

第7条（手形、小切手の支払）

- (1) 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。
- (2) 当座勘定の払戻しの場合には、小切手を使用してください。

第8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店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2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9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超える場合には、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。

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Article 10 (Choice of Payment)

If the total amount of all checks, promissory notes, or bills of exchange, etc., received to be paid on the same business day exceeds the funds available for payment in the Current Account, then the Bank may select, at its sole discretion, on which instruments to make payments.

Article 11 (Excessive Drawing)

- (1) When the Bank, notwithstanding Article 9, Paragraph 1, has paid at its discretion a check, promissory note, or bill of exchange, etc., in excess of the funds available for payment, the depositor shall reimburse the Bank, immediately upon demand, for payment of the deficiency.
- (2) Damages resulting from the payment of the deficiency mentioned in the preceding Paragraph shall be calculated at the rate of 14% per annum (on a per diem basis based on a 365 day year), pursuant to the method specified by the Bank.
- (3) Any funds received for deposit in the Current Account after the Bank has made a payment as provided for in Paragraph 1 of this Article will be first allocated to reimburse the Bank for payment of the deficiency.
- (4) Should the depositor fail to reimburse the Bank as provided for in Paragraph 1 of this Article, or fail to pay damages as provided for in Paragraph 2 of this Article, the Bank shall be entitled to set off all such claims at any time against any and all accounts or liabilities of the Bank to the depositor regardless of their maturities.
- (5) As long as any liability to reimburse the Bank for payment of a deficiency as provided for in Paragraph 1 of this Article is outstanding, all Instruments received by the Bank from the depositor for deposit in the Current Account shall be deemed to be assigned to the Bank as security for such reimbursement liability.

Article 12 (Debits for Bank Charges, etc.)

- (1) The Bank may at any time, without using checks, deduct funds from the Current Account to cover the interest on loans, discount charges, service fees, guarantee fees, expenses, and other similar charges owned to the Bank by the depositor.
- (2) For automatic payment of various charges, etc., from the Current Account, the depositor must follow the procedures prescribed by the Bank.

Article 12A (Account Maintenance Fee)

The Bank will, as separately specified in the attached fee schedule, charge an account maintenance fee on a calendar monthly basis for the Current Accounts of all depositors who do not – either directly or through an affiliate (defined as entities of the same group such as subsidiaries, parent or sister companies but excluding special purpose vehicles established for investments purposes) – use any of the Bank's other services or products as specified below within a calendar year. The fee shall be paid annually to the Bank by the 10th day of December in each calendar year (and if the day is not a banking day, the following banking day). The Bank is entitled to withdraw such account maintenance fee in accordance with Article 12. The Bank may change the fee schedule from time to time by giving not less than two months' prior notice to depositors, either through individual notices or by publication of a general notice on its website.

第10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超えるときは、そのいずれを支払うかは当行の任意とします。

第11条（過振り）

- (1) 第9条の第1項にかかわらず、当行の裁量により支払資金を超えて手形、小切手等の支払をした場合には、当行からの請求がほし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14%（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、その期限のいかんにかかわらず、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12条（手数料等の引落とし）

- (1) 当行が受取るべき貸付金利息、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。

第12A条（口座管理手数料）

当座勘定において、当行又は当行の関連会社（子会社、親会社、兄弟会社等のグループ会社の法人を意味し、投資目的で設立された特別目的会社（SPC）は含まれません。）が提供する以下のいずれのサービス又は商品も暦年中にご利用されない場合には、毎月、別添の手数料表に従って口座管理手数料をいただきます。口座管理手数料は、毎年12月10日（但し、その日が銀行営業日でない場合には翌銀行営業日）に支払われるものとします。当行は、第12条に従い、口座管理手数料の請求を放棄することができます。個別の通知又は当行のウェブサイトによって二か月以上前にお知らせすることにより、当行は別添の手数料の内容を変更することがあります。

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Other services of the Bank include:

- Trade and export finance services
- Credit or guarantee lines, including aircraft financing
- Derivative products
- GPP (Global Payment Plus) online banking service

Article 13 (Cashier's Checks)

The Bank will not certify or guarantee any checks drawn by the depositor. Instead, the Bank will issue Cashier's Checks upon request, deducting the amount of the Cashier's Checks from the Current Account.

Article 14 (Filing of Seal Impression, etc.)

- (1) A specimen of the seal impression or signature to be used for Current Account transactions must be filed with the Depository Office in advance on the form provided by the Bank.
- (2) If Current Account transactions are to be effected by a proxy, the name and a specimen of the seal impression or signature of the proxy must also be filed with the Depository Office by the depositor in the same manner as provided for in the preceding Paragraph.

Article 15 (Changes in Matters Filed)

- (1) Immediate notice must be provided in writing to the Depository Office of loss of any check, promissory note, bill of exchange, blank form of any check or promissory note, or the seal, as well as of any change in respect of any matters filed with the Depository Office, such as the depositor's name, trade name, representative, proxy, seal, address or telephone number.
- (2) The Bank is not responsible for any damages caused prior to the receipt of a written notice as provided for in the preceding Paragraph.
- (3) Any notice or document, etc., sent by the Bank that is received late or fails to reach the depositor due to the depositor's failure to notify the Depository Office of any changes as required in Paragraph 1 of this Article, shall be deemed to have arrived at the time it normally should have arrived.

Article 16 (Authenticity of Seal Impression, etc.)

- (1) The Bank is not responsible for any damages arising from forgery, alteration, or other wrongful acts in respect of checks, promissory notes, bills of exchange, or other items submitted to the Bank, so long as the Bank has verified with reasonable care the seal impression(s) or signature(s) appearing on such items against the specimens filed with the Depository Office.
- (2) The provisions of the preceding Paragraph shall apply mutatis mutandis to all damages that may result from imitation, alteration or misappropriation of check, promissory note, or bill of exchange forms used, so long as the Bank has believed, with reasonable care, that the checks, promissory notes, or bills of exchange presented to it have been made on the proper forms mentioned in Article 8.
- (3) The provisions of Paragraph 1 of this Article shall also apply mutatis mutandis to any damages which result from the violation of these Terms and Conditions of Current Accounts, or any other directions issued by the Bank in regard to the use of check, promissory note, and bill of exchange forms.

サービス又は商品としては、以下のものを含まず

- 貿易及び輸出金融業務
- 融資、信用保証（航空機ファイナンスを含む）
- デリバティブ商品
- GPP(グローバルペイメントプラス)オンラインバンキングサービス

第13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14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、あらかじめ当店に届出てください。
- (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15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、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店に届出てください。
- (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。

第16条（印鑑照合等）

- (1) 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いましたうちは、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8条の交付用紙であると認めて取扱いましたうちは、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) この規定および別に定める手形用法、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。

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Article 17 (Checks, etc., with Blanks)

- (1) In drawing checks, promissory notes, or bills of exchange, or in accepting bills of exchange, the depositor is required to fill in all blanks as completely as possible, as required by law for the validity of such instruments. Notwithstanding any omissions, the Bank may pay without notifying the depositor:
 - i. checks, promissory notes, or bills of exchange payable on a fixed date which lack the drawing date; or
 - ii. promissory notes or bills of exchange which lack the payee's name.
- (2) The Bank is not responsible for any damages that may result from any actions taken in accordance with the preceding Paragraph.

Article 18 (Crossed Checks)

- (1) The Bank may pay the bearer of a crossed check that is presented for payment which bears on its reverse side the depositor's seal impression or signature as filed with the Depository Office.
- (2) The Bank is not responsible for any damages covered by Article 38, Paragraph 5 of the Law on Cheques of Japan which arise from any actions taken in accordance with the preceding Paragraph. If, however, as a result of any such action the Bank is compelled to pay damages to a third party, the Bank shall be entitled to reimbursement from the depositor.

Article 19 (Inquiry Waived)

- (1) The Bank may pay any promissory note or bill of exchange without inquiring as to whether any necessary approval has been received, even if any act related to the promissory note or bill of exchange requires the approval of a board of directors or meeting of shareholders, or some other procedure of a similar type.
- (2) The Bank is not responsible for any damages that may result from any actions taken in accordance with the preceding Paragraph.

Article 20 (Interest)

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

Article 21 (Information on Balances)

Upon request, the Bank will furnish the depositor with information on entries in or the balance of the Current Account in accordance with the procedures specified by the Bank.

Article 22 (Prohibition of Transfer or Pledge)

The depositor may not transfer or pledge the deposit in the Current Account.

Article 23 (Termination)

- (1) The Current Account may be terminated at any time at the discretion of either party. Notice of termination by the depositor shall be in writing.

第17条（振出日、受取人記載もれの手形、小切手）

- (1) 手形、小切手を振出ま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るものとします。
- (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18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なつ（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るものとします。
- (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。

第19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、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20条（利息）

当座預金には利息をつけません。

第21条（残高の報告）

当座勘定の受払または残高の照会があった場合には、当行所定の方法により報告します。

第22条（譲渡、質入れの禁止）

この預金は、譲渡または質入れすることはできません。

第23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書面によるものとします。

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- (2) If any of the following Clauses applies and the continuation of transactions is inappropriate for the Bank, the Bank is permitted to discontinue this transaction or terminate this deposit by notice of termination. Notably, the Bank accepts no liability for losses that result from such termination. The Bank is not responsible for any damages that may result from any actions taken in accordance with the termination. Moreover, if a loss is sustained by the Bank due to such termination, the depositor will be required to indemnify the Bank for the loss.
- (1) If it is found that false declarations were made in relation to the representations and warranties made at the time of the application for the opening accounts
- (2) If the depositor is, corresponds to, or becomes a "böryokudan" organized crime group, "böryokudan'in" organized crime group member, or a person who has ceased to be a "böryokudan'in" organized crime group member within less than five years, or a "böryokudan" quasi – member, "böryokudan" related enterprise, or corporate racketeer, etc., or "böryokudan" fronting as civil activist or political organization, or "böryokudan" with special capabilities, etc., or otherwise corresponds to any of the foregoing (in the following collectively referred to as "böryokudan'in" organized crime group member, etc.), or falls into any of the following categories:
- A) Found to be in a relation of management control by "böryokudan'in" organized crime group members, etc.
- B) Found to be in a relation of actual management involvement by "böryokudan'in" organized crime group members, etc.
- C) Found to be in a relation of unlawfully using "böryokudan'in" organized crime group members, etc., such as for the purpose of unlawful personal gain, gain for the benefit of an owned company, or gain for the benefit of a third party, or for the purpose of harming a third party
- D) Found to be in a relation of providing funds or other benefits to "böryokudan'in" organized crime group members, etc.
- E) Found to be as a corporate officer or person actually involved in management to be in a socially improper relation with "böryokudan'in" organized crime group members, etc.
- (3) In case the depositor in person or using a third party, has committed any of the following acts
- A) Commit acts of violence
- B) Bring unreasonable claims in excess of statutory liability
- C) Use threatening language or violence in relation to transactions with the Bank
- D) Damage the reputation of the Bank by spreading rumors, using deception, or using force, or commit acts to obstruct the operations of the Bank.
- E) Other acts similar to A through D.
- (3) If a termination notice dispatched by the Bank to the depositor at the depositor's address as filed with the Bank cannot be delivered or delivery is delayed, such notice shall be deemed to have arrived at the time it normally should have arrived.
- (2) 前項のほか、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預金を解約することができるものとします。なお、この解約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、この解約により当行に損害が生じたときは、その損害額を支払ってください。
- (1) 預金開設申込時にした表明・確約に関して虚偽の申告をしたことが判明した場合
- (2) 本人が、暴力団、暴力団員、暴力団員でなくなった時から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) 本人が、自らまたは第三者を利用して次のいずれかに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AからDに準ずる行為
- (3) 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、通常到達すべき時に到達したものとみなします。

Customer Number _____
 Customer _____
 Group Number _____
 Party ID _____

(4) If the Bank terminates the Current Account in accordance with the rules and regulations of a Clearing House demanding the suspension of transactions with the depositor, that termination shall take effect immediately upon dispatch of the Bank's termination notice, regardless of whether the notice reaches the depositor.

Article 24 (Post-Termination Procedure)

- (1) Once the Current Account has been terminated, the Bank is not responsible for payment of checks or promissory notes drawn by the depositor or bills of exchange accepted by the depositor prior to the termination.
- (2) Once the Current Account has been terminated, the depositor shall immediately return all unused check, promissory note, and bill of exchange forms to the Depository Office, and at the same time settle the Current Account.

Article 25 (Clearing House Rules)

- (1) In addition to the terms of these Terms and Conditions of Current Accounts, Current Account transactions are also subject to the rules and regulations of the applicable Clearing House.
- (2) When the applicable Clearing House implements emergency measures due to unavoidable circumstances such as natural disasters or other local/national emergencies, then the Bank may take appropriate actions in accordance with these measures, such as paying promissory notes or bills of exchange presented for payment after the prescribed period for presentation has elapsed notwithstanding Article 7, Paragraph 1, by debiting the Current Account.
- (3) The Bank is not responsible for any damages that may result from any actions taken in accordance with the preceding Paragraph.

Article 26 (Records at the Credit Information Center)

If the depositor is an individual, any of the events enumerated below which affect the depositor will be entered and kept on file for five years (except in the case of item iii, on which information will be kept for six months) at the Credit Information Center operated by the Banker's Association. Each of the members of the Credit Information Center and each member of those credit information institutions to which the Credit Information Center is linked may utilize such information in connection with its transactions.

- i. Termination of the Current Account due to a decline in the depositor's credit standing as a result of attachment, provisional attachment, suspension of payment, bankruptcy, etc.;
- ii. Suspension of the depositor's transactions with banks and similar institutions due to an order of a Clearing House;
- iii. Appearance of the depositor's name in a Clearing House's report of dishonored cases.

(4) 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ときに解約されたものとしします。

第24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店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25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します。
- (2) 関係のある手形交換所で災害、事変等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7条の第1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26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、第3号の事由の場合のみ6か月間）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自己の取引上の判断のため利用できるものとしします。

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掲載されたとき。

以上

Customer Number _____

Customer _____

Group Number _____

Party ID _____

Article 27 (Changes to General Business Conditions)

The Bank may on and at any time add to, modify and/or amend the terms and conditions in these General Business Conditions. Such additions, modifications and amendments shall take effect two months after notice of the proposed change is given to depositors, either through individual notices or by publication of a general notice on its website.

For the purposes of these General Business Conditions, the "Bank" means "Commerzbank AG, Tokyo Branch".

(This English translation is for the convenience of the depositor only. Any and all questions which may arise in regard to the meaning of the words, provisions and stipulations of these Terms and Conditions shall be interpreted in accordance with the Japanese original.)

November 1st, 2017 (ver. 3rd)

Commerzbank AG Tokyo Branch

Glass Cube Shinagawa 10F

4-13-14 Higashi-Shinagawa, Shinagawa-ku

140-0002 Tokyo, Japan

第27条 (当座勘定規定の変更)

当行はこの当座勘定規定の条件を随時追加、変更または修正（以下「変更等」という。）できるものとします。変更等は当行が個別通知又はウェブサイト上の公告によって通知した後2か月を経過した日に効果を生じるものとします。

この当座勘定規定において「当行」とは「コメルツ銀行東京支店」を意味します。

2017年11月1日（改訂：第三版）

〒140-0002

東京都品川区東品川四丁目13番14号

グラスキューブ品川 10階