

## **Bank of India Japan Branches Current Account Regulations**

These regulations (“Regulations”) shall apply to and regulate the operation of the current account of the depositor (“Current Account”).

### Article 1. (Items for Deposit)

1. In addition to cash, the Bank will receive for deposit in the Current Account promissory notes, bills of exchange, cheques, interest coupons, postal money orders, dividend warrants and other instruments that can be collected immediately (“Instruments”).
2. The depositor shall fill in all such information as legally required in the parts that have been left blank in the promissory notes, bills of exchange or cheques, prior to depositing them with the Bank. The Bank is not obligated to complete such information.
3. The depositor shall endorse the Instruments and complete any other formalities necessary to make the Instruments ready for collection before the Bank receives them for deposit.
4. In case of a collection of any Instrument, the depositor shall pay the collection fee prescribed by the Bank.

### Article 2. (Receipt of Instruments for Deposit)

1. The collection of Instruments, which have been received by the Bank’s office where the Current Account is held (“Depository Office”) for deposit in the said Current Account, will be made by the Depository Office, and the proceeds thereof shall not be available for payment to the depositor until the Bank has ascertained that they have been settled after the lapse of the prescribed period for returning dishonoured Instruments.
2. For Instruments that are payable at the Depository Office, the proceeds shall be available for payment to the depositor after confirmation of the settlement thereof by the Depository Office within the day of receipt of such Instruments for deposit.

### Article 3. (Remittance of Funds by Depositor)

In cases in which a remittance is made to the Current Account by the depositor through an office of the Bank other than the Depository Office, or through other financial institutions, the funds shall not be available for payment until they have been credited in the Bank’s Current Account Ledger. If such remittance is made by receipt of an Instrument by the Bank, the funds shall not be available for payment until the Bank has ascertained that such Instrument has been settled.

### Article 4. (Deposits by Third Party)

1. The provisions of Article 2 shall apply *mutatis mutandis* to Instruments received by the Depository Office from a third party for deposit in the Current Account.
2. The provisions of Article 3 shall apply *mutatis mutandis* to funds remitted for deposit by a third party through an office of the Bank other than the Depository Office, or through other financial institutions.

### Article 5. (Dishonour of Instruments Received)

1. If an Instrument received for deposit in or for remittance to the Current Account as provided for in the preceding three articles has been dishonoured, then the Bank will promptly notify the depositor to that effect and at the same time reverse the relevant entries in the Current Account Ledger. The dishonoured Instrument will be returned to the depositor upon request at the Depository Office where the Instrument was received. If the dishonoured Instrument was received from a third party as provided for in Article 4, it will be returned to the said third party. However, in the case of Paragraph 1 of Article 4, the Bank may return the dishonoured Instrument to the third party through the depositor.
2. In the case of the preceding paragraph, the Bank will take procedures for the preservation of the holder’s rights in respect of a dishonoured Instrument only when it has received a written request in advance.

### Article 6. (Erroneous Credit)

If the Bank erroneously credits to the Current Account any amount to which the depositor is not entitled, the Bank may, without notice to the depositor, debit the same amount from the Current Account and repay it back to the Bank. If, as a result of such debit, there arises an overdraft, the depositor shall, immediately upon demand by the Bank, repay such overdraft amount together with any interest thereon at the rate then applied by the Bank for overdraft amounts. The terms and conditions of the Agreement on Overdraft in Current Account shall also apply to any such overdraft.

### Article 7. (Procedure for Face Value Recognition)

In receiving or paying promissory notes, bills of exchange or cheques, the Bank shall treat as the face amount that shown in the place specified for the value thereof, regardless of any other indication that may be shown elsewhere thereon, whether in words or figures.

**Article 8. (Payment of Promissory Notes, Bills of Exchange and Cheques)**

1. The Bank is authorized to and will pay cheques when they are presented for payment, and promissory notes and bills of exchange when they are presented for payment within the period prescribed for presentation, by debiting the Current Account with the amount of said promissory notes, bills of exchange and cheques.
2. For withdrawals from the Current Account, the depositor shall draw cheques unless otherwise agreed to or instructed by the Bank.

**Article 9. (Forms of Promissory Notes, Bills of Exchange and Cheques)**

1. In drawing cheques on the Bank or promissory notes payable at the Depository Office, the depositor shall use the forms separately provided by the Bank.
2. In accepting bills of exchange payable at the Depository Office, the depositor shall ascertain that such bills of exchange are made out on the forms furnished by financial institutions authorized to receive deposits.
3. The Bank will not make payment for promissory notes, bills of exchange or cheques that are not made out as provided for in Paragraphs 1 and 2 of this article.
4. The Bank will supply, at the cost of the depositor, and when reasonably requested by the depositor, the required quantity of promissory note forms, bill of exchange forms and cheque forms.

**Article 10. (Payment Limits)**

1. The Bank has no obligation to pay Instruments presented for payment in excess of the funds available for payment in the Current Account.
2. The Bank will not make any partial payment for any Instrument.

**Article 11. (Choice of Payment)**

If the total amount of several Instruments to be paid on the same business day exceeds the funds available for payment in the Current Account, then the Bank may select the payments to be made thereon at its discretion.

**Article 12. (Overdrawing)**

1. Notwithstanding Paragraph 1 of Article 10, if the Bank has, at its discretion, paid for any Instrument in excess of the funds available for payment, then the depositor shall pay the Bank such deficit in full immediately upon demand.
2. Losses or damages resulting from the deficit mentioned in the preceding paragraph shall be calculated at the rate of (i) 15% per annum (subject to per diem calculation on the basis of 365 days a year), or (ii) the cost of funding by the Bank as conclusively determined by the Bank plus 2% per annum, whichever is higher, and in accordance with the method prescribed by the Bank. If overdue interest is calculated on the basis of the cost of funding by the Bank, then overdue interest may be compounded at the end of the period of each such funding.
3. If the Bank has effected payment as provided for in Paragraph 1 of this article, then any funds available for payment received thereafter by the Bank for deposit in the Current Account shall be appropriated as payment for the deficit due to the Bank.
4. If the depositor fails to pay the Bank any deficit as provided for in Paragraph 1 of this article, or any amount provided for in Paragraph 2 of this article, then the Bank is entitled to set off its claim at any time against any account or liability of the Bank owed to the depositor, regardless of the maturity thereof.
5. So long as any amount to be paid to the Bank under Paragraph 1 of this article is outstanding, all Instruments that have been received by 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 amount.

**Article 13. (Debits without Cheques)**

1. The Bank may, at its sole discretion, debit from the Current Account any amount representing the principal, interest, losses or damages concerning loans, discount charges, refund of unsettled Instruments, commissions, service charges, guarantee fees, expenses advanced or any other amount owed to the Bank by the depositor, at any time when due or thereafter, and without need of the depositor's cheque.
2. If the depositor wishes for certain charges that are payable by the depositor to be automatically debited from the Current Account when due, then the depositor shall take the procedures prescribed by the Bank.
3. If the Bank cannot debit charges from the Current Account for any reason, including insufficient funds available for payment in the Current Account, then the Bank shall notify the depositor thereof, in which

case the depositor shall immediately deposit a sufficient amount in the Current Account or pay such charges separately.

Article 14. (Certification of Cheques)

The Bank will not certify cheques drawn by the depositor. The Bank, instead, will draw a bank cheque upon request, deducting the amount of the bank cheque from the Current Account.

Article 15. (Submission of Seal Impression, etc.)

1. Before starting the Current Account transactions, the depositor shall submit to the Depository Office a specimen of the seal impression (or signature) of the depositor to be used for such transactions using the form provided by the Bank.
2. If Current Account transactions are to be effected by a proxy of the depositor, then the name and specimen of the seal impression (or signature) of the said proxy shall also be submitted to the Depository Office by the depositor in the manner provided for in the preceding paragraph.

Article 16. (Changes in Matters Filed)

1. Loss of the Instruments, including promissory notes or blank forms thereof, bills of exchange, cheques or blank cheque forms, or the seal shall be immediately reported by the depositor to the Depository Office in writing. Immediate notice shall likewise be given to the Depository Office about any change in the matters filed with the Depository Office, such as the seal, name, trade name, representative, proxy, address, telephone number, etc.
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, document, etc., sent by the Bank is delayed or fails to reach the depositor because of the failure of the depositor to notify the Depository Office of any change in accordance with Paragraph 1 of this article, then such notice, document, etc., shall be deemed to have arrived at the time it normally should have arrived.
4. The Bank will confirm matters relating to the identity of the depositor in accordance with the Japanese laws and regulations before the depositor opens the Current Account. After the depositor has opened the Current Account, the Bank shall be entitled to confirm these matters relating to the Current Account transactions in accordance with such laws and regulations. Immediate notice shall likewise be given by the depositor in regard to any change in the matters filed with the Depository Office.

Article 17. (Authenticity of Seal Impression, etc.)

1. The Bank shall not be responsible for any loss or damage arising from the forgery, alteration or other wrongful use of any Instrument, application for remittance, notice or other documents submitted to the Bank, provided that the Bank had acted in good faith after having checked, with reasonable care, the seal impression (or signature) appearing on such Instrument or other documents with the specimen of the seal impression (or signature) filed with the Depository Office.
2. The provisions of the preceding paragraph shall apply *mutatis mutandis* in respect of any loss or damage that may result from any imitation, alteration or misappropriation of the forms used, provided that the Bank had acted with reasonable care and in the belief that the Instruments presented to the Bank have been made out on the forms mentioned in Article 9.
3. The provisions of Paragraph 1 of this article shall also apply *mutatis mutandis* in respect of losses or damages resulting from any violation of these Regulations, or of the separately stipulated directions for use of blank forms of the Instruments.

Article 18. (Instruments with Blank Parts)

1. In drawing promissory notes, bills of exchange, cheques or other Instruments, or accepting bills of exchange or other Instruments, the depositor shall make these instruments as complete as possible with respect to their legal requirements. Upon their presentment, if the cheques or other Instruments, or promissory notes, bills of exchange or other Instruments payable on a fixed date, lack the date of drawing; or the promissory notes, bills of exchange or other Instruments lack the payee's name, then, notwithstanding the omissions, the Bank may still pay them without notifying the depositor.
2. The Bank shall not be responsible for any loss or damage that may result from any action taken by the Bank in accordance with the provisions of the preceding paragraph.

Article 19. (Crossed Cheques)

1. If a crossed cheque is presented over the counter with the seal impression (or signature) of the depositor (or the proxy thereof, if applicable), which was filed with the Depository Office, on the reverse side, then the Bank is authorized to pay the bearer thereof.
2. The Bank shall not be responsible under Paragraph 5 of Article 38 of the Law on Cheques for any loss or damage occurring as a result of or in connection with any action taken by the Bank in accordance with the

provisions of the preceding paragraph. If the Bank pays a third party for such loss or damage, then the Bank shall be entitled to reimbursement thereof from the depositor.

Article 20. (Inquiry Waived)

1. If any party to any Instrument needs the approval of the board of directors or the general meeting of the shareholders of a corporation, or any other similar procedure, then the Bank, notwithstanding the foregoing, is authorized to pay such Instrument presented without making a specific inquiry in respect of such approval.
2. The Bank shall not be responsible for any loss or damage that may result from any action taken by the Bank in accordance with the preceding paragraph.

Article 21. (Interest)

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

Article 22. (Current Account Information)

The Bank will furnish the depositor upon request with information on the entries in or balances of the Current Account in accordance with the procedure specified by the Bank.

Article 23. (Prohibition of Assignment or Pledge)

The depositor shall 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, or any other right or interest with respect to the Current Account.

Article 24. (Refusal of Transactions with Anti-Social Forces)

1. The Current Account is available for use only if none of the items in Article 25, Paragraph 2 apply to the depositor. If any of the items in Article 25, Paragraph 2 applies to the depositor, then the Bank shall refuse to open the Current Account.
2. The depositor, when applying for the opening of the Current Account, shall represent and warrant to the Bank that none of the items in Article 25, Paragraph 2 apply to the depositor; and the depositor shall covenant that none of the said items will apply to the depositor during the operation of the Current Account.

Article 25. (Termination)

1. The Current Account may be terminated at any time at the discretion of either party. The notice of termination by the depositor shall be in writing.
2. Apart from the preceding paragraph, if any of the following items applies to the depositor, thereby rendering continuity of the transactions therewith inappropriate, then the Bank may suspend the transactions or terminate the Current Account by giving notice to the depositor. The Bank shall not be responsible for any loss or damage that may occur to the depositor as a result of such suspension or termination by the application of this article. However, if any loss or damage is incurred by the Bank as a result of such suspension or termination, then the depositor shall compensate the Bank for such loss or damage;
  - (i) any of the declarations, representations or warranties made by the depositor at the time of the opening of the Current Account, including information regarding the identity of the depositor, is found to be false;
  - (ii) the Current Account is used for an activity that is in breach of any law, regulation or public policy, or there is a likelihood of such breach;
  - (iii) the depositor is found to fall under any of the following categories ("Anti-Social Forces"):
    - (1) an organized crime group ("Boryokudan");
    - (2) a member of a Boryokudan ("Boryokudanin");
    - (3) a former Boryokudanin who has withdrawn from a Boryokudan but less than five (5) years have elapsed since the withdrawal;
    - (4) a submember of a Boryokudan ("Boryokudan Junkoseiin");
    - (5) a corporation related to a Boryokudan ("Boryokudan Kanren Gaisha");
    - (6) a corporate racketeer ("Sokaiya"), a rogue person or group claiming to be a social activist ("Shakai Undo Hyobo Goro"), a rogue person or group claiming to be a political activist ("Seiji Undo Hyobo Goro"), a special intelligence organized crime group ("Tokushu Chinou Boryoku Shudan"), etc.; or
    - (7) a person or organization equivalent to any of the above howsoever described;
  - (iv) the depositor is found to fall under any of the following categories:
    - (1) operating an entity having a relationship with an Anti-Social Force that shows control by the Anti-Social Force over the entity's management;
    - (2) operating an entity having a relationship with an Anti-Social Force that shows the substantial involvement of the Anti-Social Force in the entity's management;

- (3) operating an entity having a relationship with an Anti-Social Force that shows reliance on the Anti-Social Force for the purpose of unfairly benefiting oneself, one's own company or third parties, or of damaging third parties;
- (4) operating an entity having a relationship with an Anti-Social Force that shows the provision of funds or facilities to the Anti-Social Force; or
- (5) operating an entity of which the Board members or people substantially involved in its management have a socially condemnable relationship with an Anti-Social Force;
- (v) the depositor, in person or by engaging a third party, any of the following acts:
  - (1) make claims with the use of forceful behavior and any act of violence;
  - (2) make unjust claims beyond the scope of any legal responsibility;
  - (3) use threatening actions or statements, or violent acts and behavior in connection with any transaction between the parties;
  - (4) commit any act or behavior that may damage the credit or obstruct the business of the Bank such as spreading false rumors, or using fraudulent means or force; or
  - (5) any other act or behavior equivalent to any of the above howsoever described.
3. The Bank may also suspend the transactions or terminate the Current Account by giving notice to the depositor if any of the following events occurs, in which case, the Bank shall not be responsible for any loss or damage that may occur to the depositor as a result of such suspension or termination; and if any loss or damage is incurred by the Bank as a result of such suspension or termination, then the depositor shall compensate the Bank for such loss or damage:
  - (i) it becomes evident that the depositor does not exist or the Current Account was not opened by such depositor;
  - (ii) the depositor breaches Article 23 of these Regulations;
  - (iii) the depositor does not comply with a request made by the Bank pursuant to any law or regulation;
  - (iv) non-use of the Current Account for a long period of time;
  - (v) repeated failure by the depositor to deposit sufficient funds to make payments from the Current Account;
  - (vi) suspension of payments by the depositor;
  - (vii) the depositor has caused the Bank to lose trust in the depositor; or
  - (viii) any other event analogous to any of the foregoing.
4. If the notice of suspension or termination sent by the Bank to the depositor's address filed with the Bank is delayed or is not delivered, then the notice shall be deemed to have been delivered at the time it normally should have been delivered.
5. If the Bank terminates the Current Account in accordance with the Clearing House rules demanding banks to suspend transactions with the depositor, then the termination shall take effect immediately upon the sending of the Bank's notice regardless of whether or not such notice is delivered to the depositor.

#### Article 26. (Post-Termination Procedures)

1. Once the Current Account has been terminated, the Bank shall have no obligation to make any payment for Instruments that may have been drawn or accepted prior to the termination.
2. Once the Current Account has been terminated, the depositor shall immediately return unused forms of the Instruments to the Depository Office, and settle the Current Account at the same time.

#### Article 27. (Clearing House Rules)

1. In addition to the provisions of these Regulations, the Current Account transactions shall be subject to the rules of the relevant Clearing House.
2. If emergency measures are taken by the relevant Clearing House due to any unavoidable reason, such as a disaster, incident, etc., then the Bank shall proceed in accordance with such emergency measures, such as enabling the Bank to pay cheques and other Instruments even after the period prescribed for their presentation irrespective of Article 8, Paragraph 1 of these Regulations, and process Current Account transactions.
3. The Bank shall not be responsible for any loss or damage that may result from any action taken by the Bank in accordance with the preceding paragraph.

#### Article 28. (Recording at the Personal Credit Information Center)

If the depositor is an individual, any of the events enumerated below affecting such individual may be entered and kept on file for five (5) years (or six (6) months in the case of item (3) only) at the Personal Credit Information Center operated by the Japanese Bankers Association, and each member of the Personal Credit Information Center may use such information in connection with its transactions.

- (i) if the account of the depositor has been terminated by reason of deficient credit, such as attachment, provisional attachment, suspension of payments, bankruptcy, etc.;

- (ii) if the Clearing House, in observance of its rules, takes procedures for the suspension of transactions of the depositor with banks and similar institutions; or
- (iii) if the depositor is named in a report of dishonoured cases issued by the Clearing House.

**Article 29. (Notification of Guardianship of an Adult)**

1. If a guardianship, curatorship or assistance is commenced by a family court, then the depositor shall immediately give written notice to the Bank of the name of the guardian of the adult, etc., and any other necessary matter.
2. If a supervisor of the guardian is appointed by a family court, then the depositor shall immediately give written notice to the Bank of the name of the supervisor of the guardian, etc., and any other necessary matter.
3. If a guardianship, curatorship or assistance has been commenced by a family court, or a supervisor of the guardian has been appointed by a family court, then the depositor shall immediately give notice in the manner provided for in the preceding two paragraphs.
4. Written notice shall likewise be immediately given to the Bank about any change in or cancellation of the matters reported to the Bank in accordance with the preceding three paragraphs.
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 four paragraphs.

**Article 30. (Application and Amendment of these Regulations)**

1. These Regulations shall apply to all Current Accounts with any current or future branch of the Bank in Japan.
2. The Bank may amend these Regulations for any just reason by giving prior written notice to the depositor of such amendment by mail or any other appropriate means.

**Article 31. (Governing Law and Jurisdiction)**

1. These Regulations shall be governed by the laws of Japan.
2. If the institution of a lawsuit in connection with these Regulations becomes necessary, the district court of the place where the Bank is located shall have non-exclusive jurisdiction over such lawsuit.

**Article 32. (Controlling Language)**

These Regulations are provided in the English language, and the English text hereof shall control for all purposes and in all respects. Any translation hereof into another language shall be for reference purposes only.

**Article 33. (Severability)**

If any part of these Regulations is found to be invalid, illegal or otherwise unenforceable, that finding will not affect the remainder of these Regulations, but that part shall be deemed modified to the extent necessary to render it enforceable, and the rights and obligations of the depositor and the Bank will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and purpose of the subject part.

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Japan Branches**