

Terms and Conditions for the fund transfer (EXTRACT)

Article 1. Applicable Transactions

1. These terms and conditions (hereinafter called the "Terms") shall be applied to the fund transfer services (hereinafter called the "Services") provided by Forex Japan Co., Ltd. (hereinafter this "Company").

2. The Member (as defined in Article 2 hereof) may use the Services; provided that he or she shall consent to the following conditions:

(1) this Company is a fund transfer service provider firm, registered under the Act on the Settlement of Funds (hereinafter called the "ASF") and the fund transferring services rendered by this Company are not currency exchange transactions as provided by banks or other financial institutions,

(2) as part of the Services, this Company shall not accept deposit, money saving or time deposit (as defined in Article 2(4) of the Banking Act)

(3) the Services shall not be eligible for any insurance claim under Article 53 of Deposit Insurance Act or Article 55 of Agricultural and Fishery Cooperative Savings Insurance Act

3. The users of the Services are protected by the Performance Security Deposit Scheme as mandated by Article 43 of the ASF and to that end, this Company shall lodge security deposit with the Tokyo Bureau of Legal Affairs to secure the obligations of this Company to owe to the Remitter (as defined in Paragraph 4 of this Article) in the manner as set forth in said Article 43 of the ASF.

4. The Members who enter into remitting request contracts with this Company for the Services (hereinafter called the "Remitting Request Contract"), shall be hereinafter called the "Remitter", and the right to the security deposit shall belong to the relevant Remitter until the Beneficiary (as defined in Article 11 hereof) designated by the Remitter actually receives the fund pursuant to the terms of the Services. After the Beneficiary actually receives the fund, the Remitter's right to the security deposit shall be terminated.

Article 2. Guideline for Use of the Services

3. The term of the membership for each Member (hereinafter called the "Membership") shall be one year and the same shall be automatically renewed one year each unless otherwise notified by the relevant Member before the expiry of the relevant term; provided, however, that if the Services are not used for more than one year counting from the last usage of the Services, the Membership shall be automatically terminated thereupon.

Article 3. Registration

2. This Company may accept each application for the registration of the Membership in its discretion, and if so accepted, will issue a Membership ID Card. Each Membership ID Card can be for exclusive use by the relevant Member only, and shall not be lent, transferred or pledge or otherwise used for any security purpose. When a Membership ID Card is lost, the relevant Member shall promptly apply for reissuance of the new ID Card pursuant to the terms set out by this Company. (Reissuance fee shall be as per attachment.) If before the reissuance of the new ID Card, the lost ID Card should be used by a third party, this Company shall have no liability for any loss or cost incurred by the relevant Member arising out of such use, except for this Company's willful misconduct or gross negligence.

3. Each Member shall keep the Membership number strictly confidential. If the Member forgets his or her Membership number, or the number may have been known to a third party, the Membership number, shall be forthwith changed in the manners prescribed by this Company. This Company shall not be liable for any loss or cost incurred by the relevant Member arising out of the Membership number being known to a third party, except for this Company's willful misconduct or gross negligence.

Article 5. Change of the registered information

1. If any Member needs to change any of the information having been provided at the time of the registration such as name (or corporate name), domicile (or place of business), telephone number, e-mail address, such Member must immediately report to this Company about such change.

Article 7. Transaction with Antisocial Forces

1. This Company will not deal with anyone who is considered to belong to antisocial forces. This Company will not accept any violent demand or unreasonable request which is beyond this Company's legal responsibility, from any of the antisocial forces including without limitation an organized crime syndicate, its member, quasi member, related firm, corporate meeting men, social activity racketeer, intellectual crime syndicate and any of these kinds. This Company may terminate any contract with or transaction for the Services to any Member who is found to belong to such antisocial forces or who has made such unreasonable request, and may exclude such Member from the subject transaction hereunder.

2. The Member shall represent that he or she does not belong to such antisocial forces, and will not put him or her in the group of such antisocial forces.

3. The Member shall agree that he or she will not proceed with any of the following matters:

- (1) violent demand;
- (2) unreasonable request to this Company, which shall exceed this Company's legal responsibility;
- (3) action with threat or any violent action;
- (4) spreading rumor or by using fraudulent means or committing assault against this Company, interfering with this Company's business activity; and
- (5) any other activities that are similar to any of the foregoing.

Article 10. Request for Remittance

1. Request for the Services can be made in any of the following ways:

- (1) visiting any of the offices of this Company in person;

- (2) sending a fax to the number as prescribed by this Company;
- (3) calling to the number as prescribed by this Company.

2. The office hours is as Attachment 1

4. When applying, each Member shall take the following steps required by the relevant laws:

- (1) the Member must precisely describe the purpose of the remittance and all other matters as requested in the application form;
- (2) except as otherwise identified by the data as prescribed by this Company, the Member shall submit ID verification documents as required by this Company from time to time, including without limitation driver's license (containing a residence address), passport, medical ID (containing a residence address), foreign resident registration card, permanent resident certificate, resident certificate etc.
- (3) If the relevant remittance is subject to any approval as required by law, the Member must show an evidence certifying such approval.
- (4) If the Remitter wants to remit the amount exceeding the limit prescribed by this Company, the same shall be notified to this Company in advance.
5. The Remitter shall pay this Company the sum equivalent to the amount to be remitted plus remittance fee as well as all other costs incurred by this Company for rendering the Services (such sum being hereinafter called the "Remittance Amount"), in accordance with the following methods. This Company will not accept a draft or other similar payments.

- (1) wire transfer to the bank account as designated by this Company (this method shall be limited to the cases set forth in paragraph 1(2) and (3) of this Article).

- (2) payment of cash by means of registered mail sent to the offices of this Company (this method shall be limited to the cases set forth in paragraph 1(2) and (3) of this Article).

- (3) payment of cash by means of hand-delivery in person to the offices of this Company (this method shall be limited to paragraph 1 (1) of this Article).

6. A person who receives the Remittance Amount from the Remitter with respect to the Services, will receive it in such currency as designated by the relevant Remitter when remitted. The rate of exchange shall be determined by using the rate (as calculated as shown in Article 16 hereof) applied at the time when the relevant Remittance Request Contract (as defined below) is entered into.

7. The maximum amount of each remittance shall be 1,000,000 Japanese Yen or such other amount as restricted in the country to which the remittance is made, whichever may be smaller. No Member shall be permitted to remit more than 5 times a day, and each Member shall not remit to the same person more than once a day. Remittance may be also restricted in such manner as may be requested by this Company or relevant Associated Financial Institutions' procedures.

Article 11. Registration of the Beneficiary

1. The Member may register the information about a recipient (hereinafter called the "Beneficiary") of the money to be remitted, such as the names, the method of remittance and the purpose of the remittance, at time of using the Services.

2. In the case of remittance to the registered Beneficiary, the Member may apply for the Services by remitting the money by wire transfer to the bank account designated and in the manners prescribed by this Company, notwithstanding the provisions set forth in the previous Article.

Article 13. Conclusion and Termination of Remittance Request Contracts

1. A contract for remittance request (herein called the "Remittance Request Contract") shall be deemed to have been concluded when this Company receives the Remittance Amount and finds no problem in the relevant Remittance Application. However, in case this Company deems it necessary, it will confirm with the relevant Remitter the contents of the relevant Remittance Application, if such confirmation fails to be obtained, the relevant Remittance Request Contract shall not be deemed to have been concluded.

2. When the Remittance Request Contract is concluded as set forth in the foregoing paragraph, this Company shall issue without delay a statement of remittance in the following manners. Each Member shall hold such calculation sheet because he or she may be requested to submit the same in case of the termination or change of the Services:

- (1) by hand delivery (being limited to the case where the Remittance Amount is paid pursuant to paragraph 5(3) of Article 10 hereof).

- (2) by mail delivery (being limited to the case where the Remittance Amount is paid pursuant to paragraph 5(1) or (2) of Article 10 hereof and also where the relevant Member does not want an email to be sent to his or her email address).

- (3) by email (being limited to the case where the Remittance Amount is paid pursuant to paragraph 5(1) or (2) of Article 10 hereof and also where the relevant Member wants an email sent to his or her email address).

3. Even after the Remittance Request Contract is concluded as set forth in paragraph 1 of this Article, this Company may terminate such contract if before instructing the Associated Financial Institution for the payment to the relevant Beneficiary, any of the following events occurs and in such case, this Company shall not be liable for any losses arising from such termination except for this Company's willful misconduct or gross negligence:

- (1) the relevant remittance would violate the Foreign Exchange Related Laws or other laws, including the case where the subject remittance would be legally required to be suspended without notice to the relevant Member;
- (2) war, riot or the seizure of the assets of or payment suspension of the Associated Financial Institution, or any of those events being likely to occur;

- (3) the relevant remittance would be related to any crime or improper activity;
- (4) payment of the fees for the relevant remittance is not made.

4. Should the Remittance Request Contract be terminated as set forth in

the foregoing paragraph, this Company shall refund the money paid from the Remitter. To that end, the relevant Member shall fill in the form provided by this Company and submit the same after signing it or stamping with the stamp used for the relevant Remittance Application together with the relevant overseas remittance calculation sheet if so requested by this Company. At that time, this Company may request for the submission of the ID identification.

5. If the signature or stamp used for the document set forth in the foregoing paragraph is found to be different from the signature or stamp used for the relevant Remittance Application, this Company shall not be liable for any loss incurred for the refund of the money except for this Company's willful misconduct or gross negligence so long as this Company examines such signature or stamp with certain due care.

Article 14. Payment Instruction

1. When the Remittance Request Contract is concluded and unless terminated pursuant to paragraph 3 of the foregoing Article, this Company will without delay send a payment instruction to the Associated Financial Institution in accordance with the Remittance Application.

2. The Remitter may select a method of remittance from the following choices, time of the remittance being as set forth in the relevant provision:

- (1) sending a payment instruction to the Associated Financial Institution to pay to the Beneficiary's account with any of the Associated Financial Institutions in a foreign country designated. The time to complete the remittance will be 1 hour after the conclusion of the Remittance Request Contract.

- (2) sending a payment instruction to the Associated Financial Institution to deliver the money to the Beneficiary's residential address as the Remitter will designate. The time of completion of the Services shall be within 24 hours after conclusion of the remittance request contract, provided that depending upon the area to which the money may be delivered, 8 day allowance as maximum shall be permitted. (3) sending a payment instruction to the Associated Financial Institution to the effect that branches of such Associated Financial Institution in a foreign country shall pay the money to the Beneficiary as designated by the Remitter who will visit such branched in person. In most of the cases, the Beneficiary can receive the money within 1 hour after the conclusion of the relevant Remittance Request Contract; provided that in case that the relevant Associated Financial Institution has its own rules setting out the maximum amount payable, such rules shall prevail.

3. The method of sending a payment instruction as well as the selection of the Associated Financial Institution shall be determined at the discretion of this Company.

Article 15. Fees and Costs

1. The acceptance of each Remittance Application shall be subject to the payment of the fees in the amount as this Company shall set out.
2. Additional fees must be paid for any inquiry, change or reimbursement, and the fees as provided in the previous paragraph are not refundable.
3. Details of the fees shall be as per attachment.

Article 16. Foreign Exchange Rate

1. Exchange rate applied to the Remittance shall be as in Attachment 1.
2. If the Remittance Amount or reimbursement amount is paid in currency other than that used for the relevant remittance, the rate to be used shall be in Attachment 1.
3. A fraction if any as a result of such currency exchange, shall be cut down.

Article 17. Inquiry about the contents of the Services

1. If the Beneficiary does not receive the remitted amount after the Remittance Application or if the Remitter has any question as to the Services, he or she is requested to promptly notify this Company at such a place as set forth in Article 27 hereof. In that case, the Remitter may be requested to submit certain documents as this Company will designate, and this Company will investigate the matter by inquiring to the Associated Financial Institution or otherwise, and will report to the relevant Remitter as to the outcome of such investigation.

2. If the Associated Financial Institution asks this Company about the contents of the Remittance Application, this Company may inquire to the relevant Remitter who shall immediately reply to such inquiry. If the Remitter fails to so reply or the contents of the reply are found false, then, this Company may terminate the relevant Remittance Request Contract, and shall not be liable for any losses arising from such termination except for this Company's willful misconduct or gross negligence.

3. If the Associated Financial Institution refuses to accept the payment instruction sent from this Company, this Company will immediately notify the relevant Remitter of such effect, and will convey the amount returned from the Associated Financial Institution to the Remitter. To that end, the Remitter is requested to take the same procedures as set forth in Article 19 hereof applicable to the Reimbursement as defined in Article 19 hereof.

Article 22. Maximum amount of Damages

The maximum amount of the damages this Company shall owe in connection with the Services shall be the amount equivalent to the relevant Remittance Amount.

Article 27. Location and contact details of the business offices in charge of inquiry or complaint

The contact details of the offices which shall be in charge of inquiry or complaint shall be as follows:

In Japan:
Forex Japan Co., LTD Ltd. Asakusabashi office

3-20-11Asakusabasi Taitou-ku, Tokyo, Japan

Phone:03-6868-0808

Business hours: from 9:00 to 18:00 on Monday thru Friday and 12:00 to 18:00 on Sunday (except for the year-end and new year holidays (December 30 through January 3) and those as specifically prescribed by this Company)

Offices abroad for inquiry or complaint shall be as in Attachment 1.

Article 28. ADR, Complaint Settlement, Dispute Resolution

1. The ways for complaint settlement and dispute resolution under ASF shall be as follows:

(1) Complaint Settlement:

Japan Payment Service Association

Tel: 03-3219-0628

The information about consultation and complaint to the aforesaid

Association can be obtained from the following URL:

http://www.s-kessai.jp/info/funds_consumer_inquiry_i.html

(2) Dispute Resolution:

Tokyo Bar Association Dispute Resolution Center Tel:03-3581-0031

Daiichi Tokyo Bar Association Arbitration Center Tel:03-3595-8588

Daini Tokyo Bar Association Arbitration Center Tel:03-3581-2249

This is English translation of some important articles of Terms and Conditions and should be used as reference only.

Original Japanese text prevails and has legal effect.