

## Contract on Arrangement of Loan Service Guarantee

The customer hereby agrees to the terms and conditions set forth below and engages Acom Co., Ltd. (hereinafter referred to as the “Guarantee Company”) to serve as the guarantor for the obligations that the customer bears against Seven Bank Ltd. (hereinafter referred to as the “Bank”) (hereinafter referred to as the “Original Debts”) under the card loan agreement entered into by and between the customer and the Bank (hereinafter referred to as the “Original Agreement”) pursuant to the Loan Service Terms and Conditions.

### **Article 1 (Scope of Guarantee)**

1. The guarantee obligation to be assumed by the Guarantee Company as requested by the customer shall be the joint and several guarantee obligation to cover all of the loan principal, loan interest, default interest, and any other debts that the customer owes to the Bank under the Original Agreement.
2. A guarantee by the Guarantee Company shall become effective when, after the Guarantee Company concludes that the guarantee is appropriate and decides to provide such guarantee, the customer enters into the Original Agreement with the Bank and makes a borrowing thereunder.
3. The term of this guarantee arrangement shall be the same as the term of the Original Agreement between the customer and the Bank. If the term of the Original Agreement is extended, the term of the guarantee arrangement shall also be automatically extended or renewed in the same manner.

### **Article 2 (Performance of Guarantee Obligation)**

1. If the Guarantee Company is requested by the Bank to perform its guarantee obligation, the customer shall not raise any objection even if the Guarantee Company performs such guarantee obligation (hereinafter referred to as the “Payment”) without giving any notice or making any request to the customer.
2. With respect to the exercise of the rights to be acquired by the Guarantee Company as a result of the Payment, the provisions of this “Contract on Arrangement of Loan Service Guarantee” (hereinafter referred to as this “Contract”) as well as the “Consent on Handling of Personal Information in Loan Service” and the “Loan Service Terms and Conditions” shall apply.

### **Article 3 (Right of Indemnification)**

If the Guarantee Company makes the Payment, the customer shall immediately pay to the Guarantee Company all of the following amounts:

- (1) the amount of the Payment (consisting of the unpaid loan principal, interest, default interest and all other debts);
- (2) a default interest at a rate of 14.5% per annum (calculated on a daily pro-rated basis of a 365-day year) in respect of the amount referred to in the immediately preceding item, for the period from the day immediately following the date of the Payment by the Guarantee Company to the date on which the customer fully indemnifies the Guarantee Company for the Payment;
- (3) the costs necessary for the Payment; and
- (4) the total amount of costs necessary for the Guarantee Company to request the customer to pay the amounts set forth in Items (1), (2) and (3) above.

#### **Article 4 (Advance Indemnification)**

If the customer falls under any one of the following items, the customer shall not raise any objection to the Guarantee Company's exercise of its right of indemnification even before the Payment under Article 2.

- (1) the due date has passed, or an acceleration occurs in respect of the Original Debts;
  - (2) a petition is filed in respect of the customer for provisional attachment, attachment or public auction, or commencement of bankruptcy or civil rehabilitation proceedings;
  - (3) the customer fails to pay taxes or public dues and is requested by the relevant authorities to make such payment, or is otherwise subject to preservative attachment;
  - (4) there occurs a suspension of payment;
  - (5) a disposition for suspension of transactions is imposed by a bill clearinghouse or an electronic monetary claim recording institution;
  - (6) the customer fails to perform any of his/her obligations to the Guarantee Company;
- or
- (7) the Guarantee Company otherwise deems it necessary for the preservation of claims.

#### **Article 5 (Exclusion of Antisocial Forces)**

1. The customer represents that he/she is not a member of an organized crime group; a person who was a member of an organized crime group at any time within the last five years; an associate member of an organized crime group; a member of a firm affiliated with an organized crime group; a corporate extortionist, etc., a racketeering organization advocating a social campaign, etc., a member of a crime group specialized in intellectual crimes, etc., or any other person equivalent to any one of the foregoing (hereinafter collectively referred to as an "organized crime group member, etc.") or a person falling under any one of the following items, and the customer undertakes that he/she will not become an organized crime group member, etc. or a person falling under any one of the following items at any time in the future:

(1) the customer has a relationship with an organized crime group member, etc. (including any organization, firm, or group to which the said organized crime group member, etc. belongs in the capacity of a member or associate member; the same applies hereinafter in the following four items of this paragraph) in such a manner that the organized crime group member, etc. is recognized as controlling the customer's management;

(2) the customer has a relationship with an organized crime group member, etc. in such a manner that the organized crime group member, etc. is recognized as being substantially involved in the customer's management;

(3) the customer has a relationship with an organized crime group member, etc. in such a manner that the customer is recognized as unjustifiably exploiting the organized crime group member, etc. with the aim of pursuing illicit gains for the customer himself/herself or a third party or inflicting damage on a third party;

(4) the customer has a relationship with an organized crime group member, etc. in such a manner that the customer is recognized as providing funds etc. or extending support to the organized crime group member, etc.; or

(5) any individual substantially involved in the customer's management has a socially unacceptable relationship with an organized crime group member, etc.

2. The customer undertakes not to conduct, or cause a third party to conduct, an act corresponding to any one of the following items:

(1) making a violent demand;

(2) making an unjustifiable demand beyond legal responsibility;

(3) using intimidation or violence in relation to Transactions;

(4) discrediting the Bank or interfering with the Bank's business by disseminating rumors, by using fraudulent means or by using force; or

(5) any other act equivalent to each of the foregoing.

3. If the customer falls under any one of the following items, an acceleration shall occur for all of the obligations under this Contract, in which case the customer shall immediately repay the entire amount of such obligations as prescribed by the Bank:

(1) it is discovered that the customer has made a false notification concerning the representations and undertaking given at the time of application for this Contract;

(2) it is discovered that the customer is an organized crime group member, etc. or falls under any of the items of Paragraph 1; or

(3) it is discovered that the customer has conducted any act falling under any of the items of Paragraph 2.

4. The customer shall not request the Bank to compensate for any damage incurred as

a result of the application of any of the provisions set forth in Paragraph 3. If any damage is incurred by the Bank, the customer shall be liable to compensate the Bank for such damage.

#### **Article 6 (Discontinuation, Termination, Expiration)**

1. If there is any due cause for the Guarantee Company to require a preservation of claims such as the non-performance of the Original Debts or other obligations that the customer bears against the Guarantee Company, the Guarantee Company may discontinue or terminate this guarantee at any time. In such case, a prior or subsequent notice shall be given by the Bank in lieu of a notice by the Guarantee Company.

2. If the guarantee is discontinued or terminated by the Guarantee Company, the customer shall immediately repay the Original Debts and take other necessary procedures.

3. When the Original Agreement between the customer and the Bank expires or terminates, this guarantee arrangement agreement between the customer and the Guarantee Company shall also automatically expire or terminate. In such case, the customer shall not raise any objection even if the Guarantee Company decides not to return to the customer the electronic data, or any written document provided in lieu of such electronic data, which relate to this Contract.

#### **Article 7 (Order of Appropriation)**

1. If the amount paid by the customer is insufficient to satisfy the entire amount of indemnification obligations under this guarantee, such payment shall be appropriated to the amounts payable for such obligations in the order deemed to be appropriate by the Guarantee Company.

2. In cases where the customer owes debts, other than the indemnification obligations under this guarantee, to the Guarantee Company, if the amount paid by the customer is insufficient to satisfy the entire amount of such debts and obligations, the Guarantee Company may appropriate such received amounts to the amounts payable for such debts or obligations in the order deemed to be appropriate by the Guarantee Company.

#### **Article 8 (Duty of Notification and Submission of Documents, etc.)**

1. If the customer changes his/her address, name, workplace or other matters or there occurs any event that will affect the Guarantee Company's exercise of its right of indemnification, the customer shall immediately notify the Guarantee Company to that effect, either directly or through the Bank.

2. The customer shall cooperate with the Guarantee Company's investigation of the customer's property, income, credit and other matters until the customer fully repays his/her loan obligations to the Bank or fully performs his/her indemnification

obligations to the Guarantee Company.

3. The customer acknowledges that, if the Guarantee Company deems it necessary for the preservation of claims, the Guarantee Company may acquire the customer's residence certificate, certified copy of family registry, family register label, etc.

4. If any notice or document sent by the Guarantee Company is delayed or does not reach the customer as a result of the customer failing to make the notification set forth in Paragraph 1, such notice or document shall be deemed to have reached the customer at the time it would have normally reached the customer.

#### **Article 9 (Registration of Certain Matters with Credit Information Agencies)**

The customer will provide his/her personal information (i.e. name, date of birth, address, telephone number, workplace and other identification information, as well as information regarding the loan date, loan amount, date of remittance (drawdown), amount of balance, arrearage, assignment of claims) to the credit information agencies to which the Guarantee Company is a member, and each of such credit information agencies will register such personal information for the period of time that it designates. (Note) For details, please refer to the "Consent for Handling Personal Information in Loan Service."

#### **Article 10 (Cost Burden)**

The customer shall bear all of the costs necessary for the preservation, exercise or disposal of the rights that the Guarantee Company acquires upon making the Payment under Article 2, Paragraph 1 and all of the costs arising in relation to this Contract, and the customer shall, immediately upon request by the Guarantee Company, pay such costs to the Guarantee Company.

#### **Article 11 (Preparation of Notarial Deed)**

The customer shall, at any time upon request by the Guarantee Company, take the necessary procedures for preparing a notarial deed, including the act of acknowledging his/her debts under this transaction and consenting to a compulsory execution clause, through the engagement of a notary public.

#### **Article 12 (Revision to Terms and Conditions)**

1. The provisions of these Terms and Conditions and other conditions may be revised by posting the revision on the Bank's website or announcing it by any other appropriate method if there is any change in the financial conditions or any other due cause.

2. The revision referred to in the preceding paragraph shall apply from the date of commencement of application determined at the time of its announcement.

#### **Article 13 (Outsourcing of Claims Management/Collection Operations)**

The customer shall not raise any objection to the Guarantee Company outsourcing its

claims management/collection operations, in respect of the claims it owns against the customer, to any claims collection company that has acquired a business license from the Minister of Justice as required under the Act on Special Measures concerning Business of Management and Collection of Claims.

**Article 14 (Assignment of Claims)**

The customer shall not raise any objection even if the Guarantee Company assigns to a third party any of the claims that it owns against the customer.

**Article 15 (Jurisdiction)**

The customer agrees that, if litigation becomes necessary for the transaction hereunder, the summary court or district court having jurisdiction over the location of the Guarantee Company's head office or business office shall have jurisdiction over the relevant dispute, regardless of the value of the subject matter of litigation.

(Revised on March 16, 2020)

\* The above is an English translation of the Japanese version, and has been prepared merely for the customers' convenience. If there is any inconsistency between the two, the Japanese version shall prevail.