



State Bank of India

Japan

Agreement on Bank Transactions

Dated:

Party A (Client):

Address: _____

Name: _____

(Signature)

Party B (Bank):

State Bank of India, Tokyo/Osaka Branch

Party A (hereinafter, the "Client") and Party B (hereinafter, the "Bank") hereby agree on the transactions between the two parties (hereinafter, the "parties") as follows:

Article 1 Scope

- (1) The provisions of this Agreement shall commonly apply to all the banking transactions entered into between the parties, including loans on notes, the discounting of notes, loans on deeds, overdrafts, acceptance and guarantees, foreign exchange transactions, and derivatives transactions, unless separately agreed upon by both parties.
- (2) Guarantee transactions in which the Client provides guarantee to cover the liabilities arising out of the banking transactions of the Bank with third parties shall fall within the banking transactions specified in the preceding paragraph.
- (3) In the event that the Bank obtains through its transaction with third parties the notes issued, endorsed, accepted, accepted supra protest, or guaranteed by the Client, the provisions of this Agreement shall apply to the performance of obligations by the Client under such notes.

Article 2 Promissory Notes and Loan Liabilities

In the event that the Client obtains a loan in return for a promissory note, the Bank is entitled to claim for payment of either the promissory note or the loan.

Article 3 Interest, Damages, and the Like

- (1) Rates, payment dates and methods of interests, discount charges, guarantee fees, commissions, settlement money, penalties, and refunds of these payments shall be separately agreed upon by both parties. However, if any reasonable grounds exist, such as a change in the financial environment, either party may request to the other party that changes be made so that the terms and conditions of such payments be considered generally reasonable.
- (2) If the Client fails to perform its obligations to the Bank, the Client shall be obligated to pay to the Bank a delinquency charge of 15% of the principal amount to be due and payable. The charge shall be calculated on a prorated daily basis with 1 year as 365 days.

Article 4 Collateral

- (1) Should there be reasonable grounds for securing the Bank's claims against the Client, such as collateral provided to the Bank being damaged, lost or reduced in value for reasons not attributable to the failure of the Bank, or the credibility of the Client or the guarantor(s) of the Client being deteriorated, the Client shall, as and when requested by the Bank, setting a reasonable period of time, provide collateral or additional collateral that the Bank considers adequate, or secure a guarantor(s) or an additional guarantor(s).
- (2) In the event that the Client fails to perform its obligations to the Bank, the Bank shall be entitled to collect or dispose of pledged objects, not always by legal process, but by any method, at any time, and for any price generally deemed appropriate, and utilize the proceeds from such collection or disposition to pay the liabilities of the Client, after deduction of its expenses in relation to such collection or disposition, regardless of the order as prescribed by law.
If any part of the liabilities of the Client remains unpaid and outstanding after appropriation of the aforementioned proceeds, the Client shall pay such unpaid balance to the Bank immediately, whereas the Bank shall repay any surplus of proceeds to a rightful claimant(s).
- (3) In the event that the Client fails to perform its obligations to the Bank, the Bank shall be entitled to handle the Client's movable property, bills and notes, and other securities held by the Bank in the same manner as stipulated in the preceding paragraph.

Article 5 Acceleration

- (1) In the event that any of the following occurs to the Client, such occurrence shall trigger the acceleration of payment terms, and any and all payment obligations of the Client to the Bank shall immediately become due and payable without any notice or demand from the Bank:
 - 1) if a petition has been filed for bankruptcy, initiation of civil rehabilitation proceedings, corporate reorganization proceedings, corporate liquidation proceedings, or special liquidation proceedings;
 - 2) if any clearinghouse has taken action to suspend the Client's bank transactions;
 - 3) in addition to the above two clauses, if a circumstance has occurred wherein the Client is believed to

have ceased payments, such as when the Client files a petition for court proceedings in relation to the arrangement of its obligations, or declared the closure of its business;

- 4) if an order or a notice of provisional attachment, preservative attachment, or attachment is sent.

In connection with the aforementioned attachment and the like, however, if the Client notifies the Bank in writing without delay expressing its intention to provide collateral to be acknowledged by the Bank, or secure a guarantor(s), and in response, the Bank notifies the Client of its intention to continue to grant the benefit of term to the Client as before, an event of acceleration shall not occur. Even though an event of acceleration occurs to the Client, the act performed by the Client before then shall not become invalid.

- 5) if the whereabouts of the Client have become unknown to the Bank for reasons attributable to the failure of the Client, such as negligence of its obligation to notify the Bank of any change in address.

- (2) In the event that any of the following occurs to the Client, such occurrence shall trigger the acceleration of payment terms, and any and all payment obligations of the Client to the Bank shall immediately become due and payable upon notice from the Bank:

- 1) if the Client delays in performing its entire or partial obligations;
- 2) if procedures for attachment or official auction of pledged objects is initiated;
- 3) if the Client breaches any transaction agreements with the Bank, and the breach is deemed to constitute reasonable grounds for securing the Bank's claims;
- 4) if any of the events specified in the preceding paragraph or in this paragraph is applicable to the Client's guarantor(s)
- 5) if any reasonable grounds arise for securing the Bank's claims other than the aforementioned.

Article 6 Repurchase of Discounted Notes

- (1) In the event that any of the following occurs in connection with the discounting of notes, the Client is obligated to repurchase any relevant notes at their face amount and effect payment immediately without any notice or demand from the Bank:

- 1) if any one of the events specified in the first paragraph of the preceding Article occurs to the Client, the Client shall be liable for all relevant notes;
- 2) if the principal obligor of a note fails to effect payment by the due date, or any of the events specified in the first paragraph of the preceding Article occurs to the principal obligor of a note, the Client shall be liable for any notes for which such a person is liable as a principal obligor.

- (2) In connection with the discounting of notes, if securing the Bank's claims is deemed necessary on reasonable grounds, including the occurrence of any of the events specified in the second paragraph of the preceding Article, the Client is obligated to repurchase relevant notes at their face amount and effect payment immediately upon notice from the Bank.

- (3) Until the Client performs its obligations stipulated in the preceding two paragraphs, the Bank shall have the right to exercise any and all of its rights as a note holder.

Article 7 Setoffs and Appropriation of Refunds by the Bank

- (1) If the Client is obligated to perform its obligations to the Bank due to maturity of payment, acceleration, repurchase obligations, indemnity obligations, and other reasons, the Bank is entitled to set off the Client's liabilities against deposits and other claims of the Client at any time regardless of the due date of such deposits or claims.
- (2) When such offsets are allowed, the Bank is entitled to receive refunds of deposits on behalf of the Client, and appropriate such proceeds to perform the Client's obligations without giving prior notice and without following prescribed procedures. In this case, the Bank shall notify the Client in writing of the results of such refunds and appropriation.
- (3) When the Bank performs such offsets and appropriation as stipulated in the preceding two paragraphs, interest on obligations and claims, damages, etc. shall be calculated for the period ending on the date of execution of such calculation.

Article 8 Setoffs by the Client

- (1) Unless the parties agree upon restrictions on prepayments, the Client's deposits and other claims to the Bank which are due may be set off against the Client's obligations to the Bank even if such obligations are not due.
- (2) When the Client performs setoffs as prescribed in the preceding paragraph, the Client shall notify the Bank in writing of such setoffs, and immediately submit to the Bank relevant certificates of deposits or passbooks and other claims.
- (3) When the Client performs such setoffs, interest on obligations and claims, and damages, shall be calculated for the period ending on the day in which a notice of such setoffs has arrived, or on the day in which the Client has completed such setoffs without delay.

Article 9 Presentment and Delivery of Promissory Notes

- (1) If any promissory notes evidencing the Client's liabilities exist, and the Bank performs such setoffs and refund appropriation as stipulated in Article 7 without recourse to such promissory notes, the Bank is not required to simultaneously return such promissory notes to the Client.
- (2) If promissory notes to be returned by the Bank to the Client in connection with such liabilities exist, and the Bank performs such setoffs and appropriation of refunds as stipulated in Article 7 without recourse to such promissory notes, the Bank is not required to simultaneously return setoffs and refund appropriation as stipulated in the preceding two Articles, the Client shall receive such promissory notes at the Bank's place of business. The Bank, however, shall have the right to retain for collection promissory notes which are not due.
- (3) If the Bank performs such setoffs or refund appropriation as stipulated in Article 7 by asserting its claims under promissory notes, and any of the following events occur, the Bank is not required to present and deliver such promissory notes. A method of receiving promissory notes shall be as specified in the preceding paragraph.
 - 1) The Client's whereabouts are unknown.
 - 2) The Client designates the Bank as the place of payment for promissory notes.
 - 3) Sending promissory notes is deemed difficult.

- 4) Omission of presentment and/or delivery is deemed unavoidable due to collection or other reasons
- (4) If after such setoffs and refund appropriation stipulated in the preceding two Articles, any part of the liabilities of the Client remains and are due and payable immediately, and if any person(s) other than the Client is (are) liable for obligations under any promissory note, the Bank is entitled to retain such promissory notes for collection or disposition, and appropriate the proceeds from such collection or disposition to settle the Client's liabilities.

Article 10 Designation of Appropriation by the Bank

When the Client pays its liabilities, or the setoffs or refund appropriation as stipulated in Article 7 take place, the Bank shall, if the performance does not suffice to discharge all of the Client's obligations to the Bank, have the right to carry out appropriation in the sequence and by the method it considers reasonable, and notify the Client in writing of such appropriation. In this case, the Client shall not have the right to raise any objection to the appropriation.

Article 11 Designation of Appropriation by the Client

When the Client carries out setoffs in accordance with Article 8, if such setoffs do not suffice to discharge all of the Client's obligations to the Bank, the matter shall be handled as follows:

- (1) The Client is entitled to designate the sequence and method of appropriation of performance with a written notice to the Client.
- (2) In the absence of the Client's designation as mentioned in the preceding paragraph, the Bank is entitled to carry out appropriation in the sequence and by the method it considers reasonable with a written notice to the Client, whereas the Client in no event shall have the right to raise any objection to the appropriation.
- (3) If the designation specified in paragraph (1) has the possibility of endangering the Bank's claims, the Bank may, after notifying the Client in writing without delay of its objection, carry out appropriation in the sequence and by the method designated by the Bank with due consideration of the existence and extent of collateral and/or guarantee, the level of difficulty in disposition, the length of time to reach maturity, the probability of reaching a settlement regarding discounted notes, etc.
- (4) If the Bank carries out such appropriation in accordance with the preceding two paragraphs, the Bank may designate the sequence and the method of appropriation based on the assumption that the obligations of the Client which are not due shall be deemed to become due, and that the Client assumes repurchase obligations for discounted notes prior to maturity and advance indemnity obligations arising out of acceptance and guarantee.

Article 12 Risk and Exemption

- (1) In the event that any notes issued, endorsed, accepted, accepted supra protest, or guaranteed by the Client, or any instruments submitted by the Client to the Bank are lost, destroyed, harmed, or delayed due to incidents, disasters, accidents in transit, or other unavoidable reasons, the Client shall pay its liabilities based on the records in the Bank's ledgers, vouchers, and other documents. The Client shall immediately submit substitute notes and instruments if requested by the Bank, and bear resulting losses

except for losses caused by the events attributable to the failure of the Bank.

- (2) In the event that collateral provided by the Client to the Bank is damaged due to unavoidable reasons specified in the preceding paragraph, the Client shall bear resulting losses except for losses caused by the events attributable to the failure of the Bank.
- (3) In performing its repurchase obligations, the Client shall be liable for the face amount of a note, even if the right under a note is not adequately constituted due to the lack of any required elements, or any descriptions causing the invalidity of a note, or even if the right under a note is extinguished due to any deficiencies in the procedure for the protection of the right.
- (4) If the Bank, prior to initiating transactions, checks a seal impression on a note or instrument against the registered seal impression of the Client with due care, and acknowledges that the former is identical to the latter, the Client shall bear any losses caused by falsification, alteration, piracy or other accidents in such a note, instrument, or seal, and take responsibility stipulated in the note or instrument.
- (5) The Client shall bear any expenses necessary for the Bank to exercise or protect its right to the Client, collect or dispose of pledged objects, and provide assistance at the request of the Client in protecting the Client's right.

Article 13 Costs and Expenses

The Client shall bear any and all expenses necessary for the Bank to conduct investigations prior to the initiation of transactions under this Agreement, and the expenses necessary for preparing this Agreement, including those for revenue stamps and other expenses.

Article 14 Notification of Changes

- (1) The Client shall immediately notify the Bank in writing of any change in seal(s), name(s), trade name(s), representative(s), address, and other matters to be reported to the Bank.
- (2) In the event of negligence in notification as stipulated in the preceding paragraph, or delayed arrival or non-arrival of any notifications, documents, etc. sent by the Bank for reasons attributable to the failure of the Client, such as non-acceptance of the Bank's notifications, such notifications or documents shall be deemed to arrive at the time they are expected to arrive under normal circumstances.

Article 15 Reporting and Investigation

- (1) The Client shall periodically submit to the Bank copies of documents the Bank deems necessary for its investigation of the property, management, business conditions, etc. of the Client as well as the balance sheet and income statement and the like.
- (2) In addition to the documents specified in the preceding paragraph, the Client shall, if requested by the Bank, provide or report any information which the Bank deems necessary for its investigation of the property, management, business conditions, etc. of the Client, or provide facilities necessary for the Bank's investigation relating to such information.
- (3) The Client shall report to the Bank any material changes in its property, management, business conditions, etc.

Article 16 Scope of Application

All provisions in this Agreement shall commonly apply to any transactions between the Client and the Bank's home office and branches.

Article 17 Termination

After the Bank's claims to the Client under this Agreement are extinguished due to payments and other reasons, either party may terminate this Agreement at any time with a written notice to the other party.

Article 18 Governing Law and Jurisdiction

- (1) This Agreement, and transactions made between the parties hereunder, shall be governed by the laws of Japan.
- (2) The parties agree that in the event of lawsuits arising out of or in connection with transactions hereunder, a court having jurisdiction over the Bank shall have jurisdiction.

Article 19 Elimination of anti-social forces

- (1) Client declares that neither Client nor the guarantor(s) of the Client is or will in the future fall within any of the following (herein after *ōBoryokudanin, etc.ō*):
 - an organized crime group (*ōBoryokudanō*);
 - a member of a *Boryokudan* (*ōBoryokudaninō*);
 - a former *Boryokudanin* who has withdrawn from a *Boryokudan* but less than 5 years have elapsed since;
 - a sub-member of a *Boryokudan* (*ōBoryokudan jyunkoseiinō*);
 - a corporation related to a *Boryokudan* (*ōBoryokudan kanren gaishaō*);
 - a racketeer attempting to extort money from a company by threatening to cause trouble at the general stockholders' meeting (*ōSoukaiyaō*) or acting as if advocating legitimate social causes (*ōShakai undou nado hyoubou gorōō*), or a special intelligence organized crime group (*ōTokusyu chinou boryoku syudanō*), etc.
 - a person or organisation equivalent to any of the above howsoever described.

In addition, Client declares that neither Client nor the guarantor(s) of the Client is or will in the future fall within any of the following:

- 1) Operating an entity having such relationship with *Boryokudanin, etc.* that shows their control over the entity's management.
- 2) Operating an entity having such relationship with *Boryokudanin, etc.* that shows their substantial involvement in the entity's management.
- 3) Operating an entity having such relationship with *Boryokudanin, etc.* that shows reliance on *Boryokudanin, etc.* for the purpose of unfairly benefiting oneself, one's own company or third parties or of damaging third parties.
- 4) Operating an entity having such relationship that shows provision of funds or facilities to *Boryokudanin, etc.*
- 5) Operating an entity of which Board members or people substantially involved in its management

have socially condemnable relationship with *Boryokudanin, etc.*

- (2) Client and the guarantor(s) of the Client undertake not to conduct, either in person or by engaging a third party, any of the following:
 - 1) Claims made with forceful behavior and acts of violence;
 - 2) Unjust claims exceeding legal responsibilities;
 - 3) Use of threatening action or statements, or violent acts and behaviors in connection with any transaction between the parties;
 - 4) Acts and behaviors which may damage the credit or obstruct the business of the bank by spreading false rumors or the use of fraudulent means or by force;
 - 5) Other acts and behavior equivalent to the above howsoever described.
- (3) If Client or the guarantor(s) of the Client fall within *ōBoryokudanin, etc.ō* or any of the items prescribed in Paragraph 1, or engage in any conduct prescribed in Paragraph 2, or make any false statement regarding the declaration/undertaking prescribed under Paragraph 1 and thereby the continuity of any transaction between the parties becomes inappropriate, any and all obligations Client owes the bank shall immediately become due and payable upon request by the bank and Client shall pay them forthwith.
- (4) If Client have had Bills and/or Notes discounted by the bank and when Client or any of the guarantor(s) of the Client fall within *ōBoryokudanin, etc.ō* or any of the items prescribed in Paragraph 1, or engage in any conduct prescribed in Paragraph 2 or make any false statement regarding the declaration/undertaking prescribed under Paragraph 1 and thereby the continuity of any transaction between the parties becomes inappropriate, with respect to all such Bills and/or Notes, Client shall assume the repurchase of such discounted Bills and/or Notes at their face value upon request by the bank and shall pay them forthwith. The bank may exercise any and all rights as holder of the Bills and/or Notes until Client perform the obligations.
- (5) Neither Client nor the guarantor(s) of the Client shall claim for damages caused by the application of the preceding two Paragraphs against the bank. Conversely, Client or the guarantor(s) of Client shall be held liable for any damages incurred by the Bank as a result thereof.
- (6) This agreement shall become null and void when payment of the obligations is completed in accordance with the prescription set forth in the 3rd and the 4th Paragraphs.

[Appendix] Amendments

If the Client and the Bank have already concluded any agreement on bank transactions, and have banking transactions between the parties, the provisions in this Agreement shall supersede any and all previous agreements in governing such transactions.

Dated this _____ day of _____

Party A (Client):

Signature _____

Full name _____

Address _____

Party B (Bank):

Signature _____

Full name _____

Address _____

下線部分: 2012年2月1日改定

銀行取引約定書(訳文)

年 月 日

甲 (お客様)

住所 _____

氏名 _____

乙(当行)

インドステイト銀行 東京/大阪支店

甲と乙は、甲乙間の取引について、以下の条項につき合意しました。

【第1条】(適用範囲)

- (1) 本約定書の各条項は、別に甲乙間で合意した場合を除き、甲乙間の手形貸付、手形割引、証書貸付、当座貸越、支払承諾、外国為替、デリバティブ取引、その他いっさいの銀行取引に関して共通に適用されるものとします。
- (2) 乙と第三者との銀行取引を甲が保証した場合の保証取引は前項の銀行取引に含まれるものとします。
- (3) 甲が振出、裏書、引受、参加引受または保証した手形を、乙が第三者との取引によって取得したときも、甲の債務の履行について、本約定書の各条項が適用されるものとします。

【第2条】(手形と借入金債務)

甲が乙から手形貸付により借入を行った場合、乙は手形または貸金債権のいずれによっても請求することができるものとします。

【第3条】(利息、損害金等)

- (1) 利息、割引料、保証料、手数料、清算金、違約金、これらの戻しについての割合および支払の時期、方法については、別に甲乙間で合意したところによるものとします。
ただし、金融情勢の変化その他相当の事由がある場合には、甲または乙は相手方に対し、これらを一般に合理的と認められる程度のものに変更を請求することができるものとします。

- (2) 甲は、乙に対する債務を履行しなかった場合には、支払うべき元本金額に対し年15%の割合の損害金を支払うものとします。この場合の計算方法は年365日の日割計算とします。

【第4条】(担保)

- (1) 乙に提供されている担保について乙の責めに帰すことのできない事由により毀損、滅失または価値の減少が生じたとき、甲または甲の保証人の信用不安が生じたとき等、乙の債権保全を必要とする相当な事由が生じた場合において、乙が相当の期間を定めて請求したときは、甲は乙が適当と認める担保もしくは増担保を提供し、または保証人をたてもしくはこれを追加するものとします。
- (2) 甲が乙に対する債務を履行しなかった場合には、乙は必ずしも法廷の手続きによらず一般に適当と認められる方法、時期、価格等により担保を取立または処分の上、その取得金から諸費用を差し引いた残額を法廷の順序にかかわらず甲の債務の弁済に充当できるものとします。
また、上記の取得金を甲の債務の弁済に充当した後に、なお甲の債務が残っているときは、甲は直ちに乙に弁済するものとし、取得金に余剰が生じたときは乙はこれを権利者に返還するものとします。
- (3) 甲が乙に対する債務を履行しなかった場合には、乙はその占有している甲の動産、手形その他の有価証券についても前項と同様に取扱うことができるものとします。

【第5条】(期限の利益の喪失)

- (1) 甲について次の各号の事由が一つでも生じた場合には、乙からの通知催告等がなくても、甲は乙に対するいっさいの債務について当然期限の利益を失い、直ちに債務を弁済するものとします。
- 1) 破産、民事再生手続開始、会社更生手続開始、会社整理開始もしくは特別清算開始の申立があったとき。
 - 2) 手形交換所の取引停止処分を受けたとき。
 - 3) 前2号の他、甲が債務整理に関して裁判所の関与する手続を申立てたとき、あるいは自ら営業の廃止を表明したとき等、支払を停止したと認められる事実が発生したとき。
 - 4) 甲または甲の保証人の預金その他の乙に対する債権についての仮差押、保全差押または差押の命令、通知が發送されたとき。
ただし、前記差押等について、甲が乙の承認する担保を提供し、または保証人を立てる旨を遅滞なく乙に書面にて通知し、乙が従来どおり期限の利益を認める旨を甲に通知したときは期限の利益を失わない。
ただ、乙が期限の利益を喪失したとして、すでになした行為については、その効力を妨げないものとします。
 - 5) 住所変更の届け出を怠るなど甲の責めに帰すべき事由によって、乙に甲の所在が不明となったとき。
- (2) 甲について次の各号の事由が一つでも生じた場合には、乙が通知したときに、甲は乙に対するいっさいの債務の期限の利益を失い、直ちに債務を弁済するものとします。
- 1) 甲が債務の一部または全部の履行を遅滞したとき。
 - 2) 担保の目的物について差押または競売手続の開始があったとき。
 - 3) 甲が乙との取引約定に違反し、それが乙の債権保全を必要とする相当の事由に該当すると認め

られるとき。

- 4) 保証人が前項または本項の各号の一つにでも該当したとき。
- 5) 前各号のほか乙の債権保全を必要とする相当の事由が生じたとき。

【第6条】(割引手形の買戻し)

- (1) 手形の割引において、次の各号の事由が生じた場合には該当する手形について、甲は乙から通知催告等がなくても当然に手形面記載の金額の買戻債務を負い、直ちに弁済するものとします。
 - 1) 甲に前条第1項各号の事由の一つでも生じたときは、全部の手形について。
 - 2) 手形の主債務者が期日に支払わなかったとき、もしくは手形の主債務者について前条第1項各号の事由の一つでも生じたときは、その者が主債務者となっている手形について。
- (2) 手形の割引において、甲に前条第2項の事由の一つでも生じる等、乙の債権保全を必要とする相当の事由が生じたと認められる場合には、乙が通知したときに、甲は手形面記載の金額の買戻債務を負い、直ちに弁済するものとします。
- (3) 甲が前2項による債務を履行するまでは、乙は手形所持人としていっさいの権利を行使することができるものとします。

【第7条】(乙による相殺、払戻充当)

- (1) 期限の到来、期限の利益の喪失、買戻債務の発生、求償債務の発生その他の事由によって、甲が乙に対する債務を履行しなければならない場合には、乙はその債務と甲の預金その他の債権とを、その期限のいかんにかかわらず、いつでも相殺することができるものとします。
- (2) 前項の相殺ができる場合には、乙は事前の通知および所定の手続を省略し、甲にかわり諸預け金の払戻しを受け、債務の弁済に充当することができるものとします。この場合、乙は払戻しおよび充当の結果を書面をもって甲に通知するものとします。
- (3) 前2項により乙が相殺または払戻充当を行う場合、債権債務の利息、損害金等の計算については、その期間を計算実行の日までとします。

【第8条】(甲による相殺)

- (1) 甲は、別に甲乙間で期限前弁済を制限する定めがある場合を除き、弁済期にある甲の預金その他乙に対する債権と甲の乙に対する債務とを、その債務の期限が未到来であっても相殺することができるものとします。
- (2) 前項により甲が相殺する場合には、相殺通知は書面によるものとし、相殺した預金その他の債権の証書、通帳は直ちに乙に提出するものとします。
- (3) 甲が相殺した場合における債権債務の利息、損害金等の計算については、その期間を相殺通知の到達の日まで、または乙が遅滞なく相殺処理した日までとします。

【第9条】(手形の呈示、交付)

- (1) 甲の債務に関して手形が存在する場合で、乙が手形上の債権によらないで第7条の相殺または払戻充当を行うときは、同時にはその手形の返還を要しないものとします。
- (2) 前2条の相殺または払戻充当により甲が乙から返還を受ける手形が存在する場合には、その手形を甲が乙まで受領に出向くものとします。ただし、満期前の手形については乙はそのまま取り立て

ることができるものとします。

- (3) 乙が手形上の債権により第7条の相殺または払戻充当を行うときで、次の各場合には、手形の呈示、交付を要しないものとします。なお、手形の受領については前項に準じるものとします。
- 1) 甲の所在が乙に明らかでないとき。
 - 2) 甲が手形の支払場所を乙にしているとき。
 - 3) 手形の送付が困難であると認められるとき。
 - 4) 取立その他の理由によって呈示、交付の省略がやむをえないと認められるとき。
- (4) 前2条の相殺または払戻充当の後なお直ちに履行しなければならない甲の債務がある場合、手形に甲以外の債務者があるときには、乙はその手形をとめおき、取立または処分のうえ、債務の弁済に充当することができるものとします。

【第10条】（乙による充当の指定）

甲が債務を弁済する場合または第7条による相殺または払戻充当の場合において、甲の乙に対する債務全額を消滅させるに足りないときには、乙は適当と認める順序方法により充当し、これを書面をもって甲に通知するものとします。この場合、甲はその充当に対して異議を述べることができないものとします。

【第11条1(甲による充当の指定)】

第8条により甲が相殺する場合において、甲の乙に対する債務全額を消滅させるに足りないときには、以下のとおり取り扱うものとします。

- (1) 甲は乙に対して、書面による通知をもって充当の順序方法を指定することができるものとします。
- (2) 甲が前号による指定をしなかったときは、乙は甲に対する書面による通知をもって乙が適当と認める順序方法により充当することができ、甲はその充当に対して異議を述べることができないものとします。
- (3) 第1号の指定により乙の債権保全上支障が生ずるおそれがあるときは、乙は書面により遅滞なく異議を述べたうえで、担保、保証の有無、軽重、処分の難易、弁済期の長短、割引手形の決済見込み等を考慮して、乙の指定する順序方法により充当することができるものとします。
- (4) 前2号によって乙が充当する場合には、甲の期限未到来の債務については期限が到来したのとして、また満期前の割引手形については買戻債務を、支払承諾については事前の求償債務を甲が負担したのとして、乙はその順序方法を指定することができるものとします。

【第12条】（危険負担、免責条項等）

- (1) 申が振出、裏書、引受、参加引受もしくは保証した手形または甲が乙に提出した証書が、事変、災害、輸送途中の事故等やむをえない事情によって紛失、滅失、損傷または延着した場合には、甲は乙の帳簿、伝票等の記録に基づいて債務を弁済するものとします。なお、甲は乙から請求があれば直ちに代り手形、証書を差し入れるものとし、この場合に生じた損害については、乙の責めに帰すべき場合を除いて、甲の負担とするものとします。
- (2) 甲が乙に提供した担保について前項のやむをえない事情によって損害が生じた場合には、乙の責めに帰すべき場合を除いて、その損害は甲の負担とするものとします。
- (3) 買戻債務の履行に関して、万一手形要件の不備もしくは手形を無効にする記載によって手形上の

権利が成立しない場合、または権利保全手続の不備によって手形上の権利が消滅した場合でも、甲は手形面記載の金額の責任を負うものとします。

- (4) 乙が手形、証書の印影を、甲が届け出た印鑑と相当の注意をもって照合し、相違ないと認めて取引したときは、手形、証書、印章について偽造、変造、盗用等の事故があってもこれによって生じた損害は甲の負担とし、手形または証書の記載文言にしたがって責任を負うものとします。
- (5) 乙の甲に対する権利の行使もしくは保全または担保の取立もしくは処分等に要した費用、および甲の権利を保全するために甲が乙の協力を依頼した場合に要した費用は、甲の負担とします。

【第13条】（費用負担）

乙が甲に対し、本取引を行う上において必要な調査費用、並びに契約書の作成に必要な印紙代、その他の費用は全て甲の負担とします。

【第14条】（届け出事項の変更）

- (1) 甲は、その印章、名称、商号、代表者、住所その他乙に届け出た事項に変更があったときは、直ちに書面によって乙に届け出るものとします。
- (2) 前項の届け出を怠ったり、乙からの通知を受領しない等甲の責めに帰すべき事由により、乙が行った通知または送付した書類等が延着しまたは到着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します。

【第15条】（報告および調査）

- (1) 甲は、貸借対照表、損益計算書等の書類の他、乙が甲の財産、経営、業況等の調査に関して必要と認める書類の写しを、定期的に乙に提出するものとします。
- (2) 甲は、前項の他乙からの請求があった場合には、甲の財産、経営、業況等に関して乙が調査に必要と認める資料を提出し、もしくは報告をなし、またはこれらに関する乙の調査に必要な便益を提供するものとします。
- (3) 甲は、その財産、経営、業況等について重大な変化が生じたときは、乙に対して報告するものとします。

【第16条】（取扱窓口）

本約定書の各条項は、甲および乙の本支店との間の諸取引に共通に適用されるものとします。

【第17条】（本約定の解約）

甲は、本約定書に基づき、乙の甲に対する債権が弁済その他の事由により消滅したのち、甲又は乙いずれか一方が書面により解約する旨の通知をしたときは、いつでも本約定が解約できるものとします。

【第18条】（準拠法、合意管轄）

- (1) 本約定書および本約定書に基づく甲と乙との間の諸取引の契約準拠法は日本法とします。
- (2) 本約定書に基づく諸取引に関して訴訟の必要が生じた場合には、乙の取引店を管轄する裁判所を管轄裁判所とすることに合意します。

【第19条】 (反社会的勢力の排除)

- (1) 甲または保証人は、現在、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。）に該当しないこと、および次の各号のいずれにも該当しないことを表明し、かつ将来にわたっても該当しないことを確約いたします。
 - 1) 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
 - 2) 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
 - 3) 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
 - 4) 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
 - 5) 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
- (2) 甲または保証人は、自らまたは第三者を利用して次の各号の一にでも該当する行為を行わないことを確約いたします。
 - 1) 暴力的な要求行為
 - 2) 法的な責任を超えた不当な要求行為
 - 3) 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
 - 4) 風説を流布し、偽計を用いまたは威力を用いて乙の信用を毀損し、または乙の業務を妨害する行為
 - 5) その他前各号に準ずる行為
- (3) 甲または保証人が、暴力団員等もしくは第1項各号のいずれかに該当し、もしくは前項各号のいずれかに該当する行為をし、または第1項の規定にもとづく表明・確約に関して虚偽の申告をしたことが判明し、甲との取引を継続することが不適切である場合には、甲は乙から請求があり次第、乙に対するいっさいの債務の期限の利益を失い、直ちに債務を弁済します。
- (4) 手形の割引を受けた場合、甲または保証人が暴力団員等もしくは第1項各号のいずれかに該当し、もしくは第2項各号のいずれかに該当する行為をし、または第1項の規定にもとづく表明・確約に関して虚偽の申告をしたことが判明し、甲との取引を継続することが不適切である場合には、全部の手形について、乙の請求によって手形面記載の金額の買戻債務を負い、直ちに弁済します。この債務を履行するまでは、乙は手形所持人としていっさいの権利を行使することができます。
- (5) 前2項の規定の適用により、甲または保証人に損害が生じた場合にも、乙になんらの請求をしません。また、乙に損害が生じたときは、甲または保証人がその責任を負います。
- (6) 第3項または第4項の規定により、債務の弁済がなされたときに、本約定は失効するものとします。

【附則】 (変更契約書)

甲乙間で既に銀行取引約定を締結し、銀行取引を行っている場合には、その取引についても本約定書の各条項が優先して適用されるものとします。

年 月 日

甲(お客様)

署名

氏名

住所

乙(当行)

署名

氏名

住所