

# ODIN Comprehensive Transactions Agreement

## Chapter 1 General Terms and Conditions

### ( Purpose of Agreement )

**Article 1** This agreement (hereafter referred to as “ODIN Trading Agreement”) concluded between The Client and **BCT Partners HK Limited**. (hereafter referred to as “The Company”) ) in order to clarify the rights and responsibility of both parties for transactions that The Company has set such as sales, money exchange and other transactions of investment trust beneficiary rights which is related to investment trusts or any transactions combining any of these, and transactions incidental to these transactions (hereafter referred to as “ODIN Comprehensive Transactions”) through the usage of The Company’s ODIN Wallet, an internet base software (including but not limited to smart phone applications)

- 2 ODIN Comprehensive Transactions shall be carried out to the terms and conditions in compliance with governing law and other regulation in addition to the ODIN Comprehensive Transactions Agreement and other contracts provided by The Company.

### (Performing “ODIN Comprehensive Transactions” )

**Article 2** The Clients is allowed to perform transactions as below subject to the condition that they have agreed to the “ODIN Usage Agreement” and “ODIN Comprehensive Transactions Agreement”

- (1) ODIN Money transfers to preferred account
- (2) Transaction related to ODIN Account transfers (withdrawal)
- (3) ODIN Transactions (Purchase, exchange, switching and other transactions of investment trust)
- (4) Electronic payment Service
- (5) Transaction of transfer settlement of account on investment trust beneficiary rights
- (6) Storage consignment transactions on listed shares etc. on specified accounts
- (7) Transactions concerning mandate of receipt of listed shares, etc. on specified accounts
- (8) Minor account transaction.

### (Application for ODIN Comprehensive Transactions)

**Article 3** The Client may only perform ODIN Comprehensive Transactions upon approval of applications to open an ODIN Comprehensive Transactions Account via applications form in The Company official internet site. The Company does not have to disclose any reason for declination of any applications. In principle, The Client applications under any of the conditions below is unacceptable.

- (1) Non-resident (including former resident)
- (2) Incompatible to the rules and regulation set forth in Article 4 of ODIN Transaction Regulations
- (3) A person below 15 years old
- (4) Other conditions deemed incompatible to the conditions set forth by The Company

2 The company shall promptly open the transaction account and funds transfer account (herewith referred to as “ODIN Comprehensive Transactions Account”) upon approving the application from The Client

3 ODIN Comprehensive Transaction is restricted to 1 transaction account for 1 transaction holder.

4 When applying for ODIN Comprehensive Transaction, you will need to apply for the transaction pertaining to Article 2 (1) to (7), as well as to agreed and pledge to the conditions, regulations and other documents and agreed to ODIN Usage Agreement.

5 In addition to abovementioned agreement, minor client under 20 years old must apply for minority account as per Article 2 (8) of this ODIN Comprehensive Transactions Agreement.

#### **( Private Information Security )**

**Article 4** The Company will manage and protect client’s private information such as name, address, telephone number and etc as set forth in The Company’s Privacy Policy

#### **( Identification Number submission and confirmation )**

**Article 5** The Client will be required to submit their Personal Identification Number to The Company through specified procedures upon opening an account upon receiving their own personal Identification Number if stipulated in Personal Identification Number Act (herewith referred to as “ID Act”) and other related act according to the act related to the usage of personal identification number in government transaction and other related acts.

#### **( Governing Laws and Regulations )**

**Article 6** The Client and The Company shall comply to the Financial Instrument and Exchange Act and other relevant laws and regulations.

2 The customer is required to fully understand the contents of the services stipulated in the General Terms and Conditions of Contract, related conditions, etc. and to conduct transactions for themselves by their own funds based on their own responsibility and judgment. Transactions as agent to a third party are not allowed.

#### **( Changes of Submitted Information )**

**Article 7** Changes of details such as name, address etc. submitted for The Company’s account opening procedure shall be informed to The Company through predetermined procedures immediately.

2 The Company may under its adjudication require The Client to submit personal identification documents or Identification Number Certificates for confirmation.

3 In case of any changes of submitted information, The Company will not be able to process fund monetization or withdrawal transactions until the refurbishment of account information is completed.

4 Notice and letters are deemed served to The Client address accordingly without delay or without fail in any case The Client failed to inform changes in account information.

5 The Company indemnify the liability for any loses to the client due to non-submission of changes or delay of submission.

#### **( Termination of ODIN Comprehensive Transactions agreement )**

**Article 8** ODIN Comprehensive Transactions Agreement shall be terminated under conditions as below

- (1) The Client submit the application to revoke the ODIN Comprehensive Transactions Agreement through predetermine procedure of The Company
- (2) The Client becomes non-resident party.
- (3) The Client does not agree with amendments on this agreement.
- (4) One year after the balance of investment trust attributable to customer's right reach zero balance
- (5) The Company request for termination with lawfully rational reason and adequate prior notice.
- (6) The Company request for termination due to The Client verbal menace or physical violence during transactions with The Company or any other inevitable reasons that The Company deemed necessary to terminate the agreement
- (7) In case The customer or the customer's agent are found to be acting against a social public interest such as a gang member, related to a gang member or extortionist etc., and The Company files for cancellation based on the Regulation of Investment Trust Association Rules "Direct Registration and Revocation of Shares of Units etc."
- (8) The Company unable to execute or discontinuing the ODIN Comprehensive Transactions services.
- (9) The Company noticed The Client had executed an inheritance process

2 In the event that the ODIN comprehensive transaction is terminated, if there is money such as the balance of the investment trust attributable to The Client's right, it shall be treated as follows.

- (1) The money generated from monetization and other process will be transferred to The Client's bank account accordingly as per The Company procedure.
- (2) The Investment unit balance will be monetized and transferred to The Client's Bank account according The Company procedure.
- (3) The Settlement Account will be terminated as set forth in the Article 9 of this agreement

## **Chapter 2 Handling of Settlement Account**

### **(Settlement Account Setup)**

**Article 9** With regards to the settlement account of the investment trust beneficiary rights (referring to investment trust beneficiary right handled in the transfer system based on the transfer regulation relating to corporate bonds, stocks, etc. Hereinafter the same in this chapter), The Client shall conclude the Investment Trust Beneficiary Settlement Account Management Contract (Hereafter referred as Settlement Account Contract) with The Company, which is the account management institution, as mentioned in the Investment Trust Beneficiary Rights Transfer Settlement Account clause.

2 All The Client investment trust beneficiaries rights, as per Beneficiary Settlement Account Contract is managed under The Company beneficiary settlement account .

### **(Notice to The Client)**

**Article 10** The Company will inform The Client of the following matters concerning the beneficial interests of investment trusts.

- (1) Final maturity date (only when there is a redemption deadline)

- (2) Dividend
- (3) Notice for balance confirmation

### **Chapter 3 Purchasing and Monetizing Application**

#### **(Application Process)**

**Article 11** Any purchase, monetization and other ODIN Comprehensive Transactions application (Including purchase application by point investment (stipulated in the ODIN transaction handling regulations)) shall be processed according to the procedures set forth in this ODIN Comprehensive Transactions Agreement

#### **(Fund Exchange and Switching Process)**

**Article 12** Fund Exchange is an exchange of The Client's existing fund to another different fund. Switching is to monetized client's existing investment trust under The Company's management and utilize that particular monetization entirely to makes purchase of another investment trust under The Company again in one single instruction from The Client. Furthermore, in case of the client submit an application to exchange its entire existing funds concurrently, it shall be considered as application for switching transactions.

2 Fund exchanges and switching applications shall be made based on the procedure set forth in Article 13

3 Fund exchange and switching is limited to specified fund within the list of funds managed by The Company

#### **(Prospectus) Issuance**

**Article 13** Description of investment trust or Published Prospectus (hereafter referred as "Prospectus") is a document issued before or upon purchase of an Investment Trust or upon exchange or switching of funds. However, applications through electronic media will be issued with electronic prospectus accordingly. Issuance of the prospectus shall be deemed as delivery of document prior to the conclusion of contract.

2 After receiving the prospectus, the customer understands the contents, the risks related to the mutual funds, the fee, etc., and has purchased or applied for exchange or switching funds based on the judgment and responsibility of the customer himself after confirming by the method specified by the Company, the purchase or application for exchange / switching funds will be accepted

#### **(Identification)**

**Article 14** Based on the law on anti-money laundering, The Company shall verify the identity of the customer by the method specified by The Company.

2 The Client may continue with transactions if only The Company duly confirmed the preceding identification check process.

#### **(Purchase)**

**Article 15** The purchase amount shall be the amount of money pertaining to the application for purchase paid to The Company. In addition, in case of point investment, the purchase price shall

be the amount to be credited from the point exchange company by specifying the point and cashing it.

- 2 In the event that The Company accepted purchase applications from The Client, The Company will take procedures for the purchase pursuant to the prospectus and ODIN transaction handling regulations. However, The Company will not make any purchase on the non-application date as stipulated in the prospectus, and The Company will make the purchase on the next business day.

#### **(Monetization)**

**Article 16** Monetization is limited between the range of balance of investment trust beneficiary right belong to The Client

- 2 In the event that The Company receive an application for monetization from The Client, The Company will take the procedure of monetization in accordance with the prospectus and ODIN transaction handling regulations. However, The Company is unable to process on the non-application date as stated in the prospectus, and it shall be processed on the next business day.
- 3 Processing fees, taxes and other charges shall be deducted from monetized amount before payment made to The Client.

#### **(Switching)**

**Article 17** When The Client apply for switching, the exchange fee for the investment trust will be used for the purchase fee of the investment trust purchased through that switching. However, switching is impossible on the non-application date stipulated in the prospectus, and the Company shall take the procedure of switching on the next business day. In addition, if refund of withholding tax amount occurs due to profit and loss at the time of cashing, it will be used for purchase price of investment trust purchased as well. Furthermore, any returns of tax due to profit and loss through monetization will be utilized as fund for the purchase of other investment trust.

- 2 The client shall not claim any payment from The Company for the monetization of investment trust that being used for switching purposes

### Chapter 4 Handling of Money

#### **(Payment to The Company)**

**Article 18** The payment for purchasing purposes shall be made through following procedures.

- (1) Payment through direct debit from The Client's bank account, registered in advance upon application of purchase, by reception agent specified by The Company
  - (2) Payment through switching process
  - (3) Payment from point exchange company The Client registered
- 2 Processing fees for payment method as Item no.1 shall be borne by The Company
  - 3 In case of no payment made by point exchange company as Item no.1 list( 3) should be even without The Client capacity, shall be considered no payment had been made by The Client.

#### **(Payment to The Client)**

**Article 19** Payment in full to The Client for the monetization and other transactions shall be made through fund transfer to The Client's bank account registered upon application of ODIN Comprehensive Transactions usage (hereafter referred to as "Fund Transfer Account) on specified day of payment. However, this is not applicable for switching transactions.

2. Payment amount of monetization as the in the previous term shall be deposit after deducting processing fees as set forth in ODIN Usage Agreement

**(Security of the money)**

**Article 20** The money deposited by the Client (Among the money attributable to the customer's right, it is including the pre-purchase application fee and the monetization fee before payment to The Client, revenue share, redemption money etc.) or the value of that particular money shall be considered meant for investment trust in a legally governed Investment Trust Corporation or Investment Trust Financial Corporation in Japan on behalf of The Client.

2 The monies for property investment trust as in preceding item shall be invest in following stocks and bonds

(1) Government Bonds

(2) Local Government Bonds

(3) Financial Institution Deposit (Including saving. Financial Institutions as following)

- Banks

- Institutions that can accept deposit as its business as set forth in Article 1(9) of Financial Service Transactions Act

(4) Other investments

-Loans for call funds

-Trustee Bank reserve loan

3. In the event that the Company falls under any of the following items and the trust administrator prescribed by the Company in the trust pursuant to paragraph 1 of this Article deems it necessary, the trust managers collectively may exercise the principal beneficiary right and may return the amount equivalent to the principal beneficiary right to the customer. In this case, the amount to be returned to the customer will be within the range of money we have deposited from the customer.

(1) As set forth in Article 52 Item no.1 of Financial Service Transactions Act, in case of registration being revoke under Article 29 of the same act or the business operation or part of the operation being suspended.

(2) The Company file a motion for commencement of bankruptcy, rehabilitation, regeneration, reorganization or special liquidation proceedings.

(3) The Company decide to resolve.

(4) The company decide to discontinue or suspend it financial service transactions business

**(Interest on the monies)**

**Article 21** The Company shall not pay The Client any form of interest for the monies belong to The Client's right.

## **Chapter 5 Reports and Notifications**

### **(Transactions Report)**

**Article 22** The Company will issue without delay the Transaction Report to The client as document for conclusion of contract upon successful process of purchase, monetization or switching of investment trust application. However, The Client who submits via digital application will be issued with digital transaction report as set forth in Digital Service Agreement.

### **(Transaction Balance Report)**

**Article 23** The company, as set forth in governing laws and regulations, shall issue The Client Transactions Balance Report every 3 month which contain the transactions details and The Client Investment Trust balance. If there is no transaction being made for 1 year after the last Transaction Report issued or if there is transactions but still in progress and the Investment Trust still have balance, report shall be issued after a year of that particular day.

2. Please promptly confirm the details in the Transaction Balance Report upon received as in case there is no enquiries after 30 days of the Transaction Balance Report issued, the details of the reports shall be considered as approved. However, The Client who applied for digital issuance service will be issued a digital version accordingly as set forth in Digital Service Agreement

### **(Enquiries)**

**Article 24** Inquiries on the reports and notices from The Company can be made promptly at The Company Customer Service Counter.

## **Chapter 6 Miscellaneous Provisions**

### **(Disclaimer)**

**Article 25** The Company as set forth in Article 17 Disclaimer, exempted from any claims for losses from The Client.

### **(Amendment to the agreement)**

**Article 26** ODIN Comprehensive Transaction Agreement content shall be amendable due to revisions of laws and regulations or upon instruction by governing authority.

2. The Client will be notified if the amendments will limit The Client existing rights or incur additional responsibility to The Client. The Client deemed agreed to the amendments if no objection received from The Client after specified period expired.
3. Terms in this article shall apply mutatis mutandis to ODIN Comprehensive Transaction Agreement.

### **(Transactions Confirmation)**

**Article 27** Disputes on the contents of transactions shall be confirmed through the communication record between both parties.

### **(Governing Laws and consent)**

**Article 28** Accusations by either party shall be made at Tokyo District Court or Tokyo Municipal Court whichever decided by The Company.

2 The governing laws of this terms and conditions is Japanese Government Laws.

3 Terms in this article shall be applicable to other agreement and regulation apart from the ODIN Comprehensive Transactions Agreement.

**(Notification of Commencement of Guardianship)**

**Article 29** In case of judgment in Domestic Affairs Court, The Client shall notify The Company immediately in writing the name and other related details of adult guardian on the commencement of assistance, assurance or guardianship.

2 The Client shall notify The Company immediately in writing the name and other related details of Voluntary Guardian upon nomination such guardian by domestic affair court judgement.

3 When the customer has already received a trial for assistance, assurance, guardianship commencement, or when an arbitrary guardian is being appointed, The Client shall notify to The Company in writing accordance to the paragraph 1 of this Article

4 Revision or revocation of submitted details in any preceding Item 1 to Item 3 shall be notified to The Company as set forth in preceding Items

5. The Company indemnify the responsibility for any losses to The Client arising prior to notification of either preceding Item 1 to Item 4

End of Agreement