## [Vicarious Payment Service Agreement]

This Vicarious Payment Service Agreement (hereinafter the "Agreement") is made and entered into by and between Anshin Guarantor Service Co., Ltd., (hereinafter the "First Party") and the person who is both the lessee under a lease agreement and the party to various ancillary service agreements (hereinafter the "Second Party") concerning the Second Party's obligations to the lessor under the lease agreement executed between the Second Party and the real property management company with which the First Party has executed a guarantee agreement (hereinafter the "Member Company") or the lessor pertaining to the leased property for a guarantee that is stated in the signature section (hereinafter the "Property for Guarantee"), as well as the Second Party's obligations to the providers of various ancillary services who are affiliated or enter into guarantee agreements with the First Party (hereinafter simply the "Ancillary Service Provider") under the various ancillary service agreements pertaining to the Property for Guarantee between the Ancillary Service Provider and the Second Party (hereinafter simply the "Ancillary Service Agreement") to entrust the First Party to make vicarious payments to the Member Company, the lessor, and the Ancillary Service Provider in advance on behalf of the Second Party without advance notice to the Second Party within the scope of vicarious payment provided in Article 2 as follows:

### Article 1 (Formation of Contract)

This Agreement shall take effect when the Second Party fills out a prescribed application form, and the First Party acknowledges that application. After the formation, the guarantee shall take effect on the condition that the Second Party delivers this Agreement to the First Party. However, in order for the Member Company or the lessor to commence the transaction hereunder, it is necessary to complete the procedure prescribed by the First Party, and this Agreement shall commence on the day on which that procedure is completed. Any renewal of this Agreement shall require the same procedure.

## Article 2 (Scope of Vicarious Payments)

On the scope of vicarious payments, both parties agree that of the maximum guarantee of three (3) months' amount stated in the lease guarantor service agreement, the First Party shall pay, on behalf of the Second Party, rents, other lease expenses (excluding any court costs for property vacation), and service charges under the Ancillary Service Agreement.

# Article 3 (Deadline, Payment Date, and Payment Method)

- 1. The Second Party shall pay the First Party the money that is stated in Article 2 and that has been paid by the First Party on behalf of the Second Party, renewal guarantee charges, and monthly guarantee charges every month on the 26th, 27th, 28th or 29th of the current month, or the 3rd of the following month (which differs depending on the designated financial institution) and closing on the date prescribed by the First Party.
- 2. The Second Party shall pay all money paid by the First Party on its behalf and any other obligations of the Second Party hereunder by account transfer from a bank account in the financial institution that has been designated by the First Party and agreed upon by the Second Party in advance. However, the Second Party shall make payment to the account in the financial institution designated by the First Party when a transfer account is not set (including in cases where notice of a transfer account is delayed, setting up a transfer account is not complete with the financial institution; and the Second Party has canceled the contract for account transfer with the financial institution) or when it is specifically designated by the First Party. If a payment date falls on a holiday of the financial institution, it shall be put off to the following business day. The Second Party shall bear expenses

for the payment to the First Party (including money transfer fees).

Article 4 (Right to Indemnification for Vicarious Payment and Delay Damages, and Demand Expenses)

- 1. If the Second Party fails to pay any obligation provided in Article 3 by the due date under Article 3, the First Party may exercise the right to indemnification against the Second Party, and the Second Party shall pay the First Party the sum of the money vicariously paid, expenses for the vicarious payment, and the guarantee charges stated in the guarantee charge section, as well as delay damages at the rate of 14.6% per annum on such delayed amount from the day following the due date to the day of actual payment (calculated on a prorated basis with 365 days a year). The Second Party shall not raise any objection to the rate of delay damages against the First Party.

  2. The Second Party shall perform an obligation for indemnification under the preceding paragraph to the First Party on the ground of the First Party's performance of the obligation to vicarious payment by the end of the month.
- 2. The Second Party shall perform an obligation for indemnification under the preceding paragraph to the First Party on the ground of the First Party's performance of the obligation to vicarious payment by the end of the month in which the obligation to vicarious payment is performed or any other date designated by the First Party, by remitting money to the account designated by the First Party.
- 3. The Second Party shall bear expenses for the payment to the First Party (including money transfer fees).
- 4. If the Second Party fails to pay an indemnification to the First Party, the Second Party shall pay 2,000 yen (exclusive of tax) to the First Party as a fee for demand (communication, transportation, administrative expenses, etc.), in addition to the delay damages under paragraph 1.

## Article 5 (Order of Appropriation of Money Repaid)

If an amount repaid by the Second Party is not enough for the complete payment of all obligations that the Second Party bears to the First Party hereunder, the Second Party shall raise no objection to the First Party even if the First Party appropriates, without any notice to the Second Party, the amount to any obligations in any order and by any method deemed appropriate by the First Party.

#### Article 6 (Renewal of Vicarious Payment Service Agreement)

- 1. After the date of commencement, this Agreement shall be renewed at intervals of the number of years of the service agreement stated in the signature section.
- 2. If any reason is found to make the renewal of this Agreement inappropriate, the First Party may refuse to renew it. However, the First Party shall give the Second Party notice at least one (1) month prior to the expiration of the term.

## Article 7 (Promise of Substitute Performance)

The Second Party agrees in advance that if there remains any obligation not paid by the Second Party to the First Party at the time of the termination of the lease agreement, the First Party may appropriate the value of any goods left in the Property for Guarantee to the payment of the unpaid obligation, and the Second Party shall not raise any objection against the First Party. However, if the Second Party and the tenant are different, before implementing the procedure, the Second Party shall first obtain the consent of the tenant regarding the promise of substitute performance.

#### Article 8 (Waiver of Ownership)

The Second Party agrees in advance that when the surrender of the Property for Guarantee is completed, the Second Party shall transfer to the First Party the ownership of any goods, vehicles, and the like left in the property.

However, this does not apply to any goods for substitute performance under Article 7. If the Second Party and the tenant are different, before implementing the procedure, the Second Party shall first obtain the consent of the tenant regarding the waiver of ownership.

## Article 9 (Security by Way of Collective Assignment of Goods)

The Second Party agrees in advance that to secure a claim for indemnification arising when the First Party pays an obligation on behalf of the Second Party under the lease agreement, it shall transfer to the First Party the ownership of all movables existing in the Property for Guarantee, and shall deliver them to the First Party by way of constructive transfer with retention of possession, and the Second Party shall not raise any objection against the First Party. However, if the Second Party and the tenant are different, before implementing the procedure, the Second Party shall first obtain the consent of the tenant regarding the security by way of collective assignment of goods.

## Article 10 (Entry to Property)

The First Party and the lessor, and the Member Company managing the Property for Guarantee may enter the Property for Guarantee to confirm the safety of the lessee or the tenant or to check the usage conditions of the Property for Guarantee when it is permitted under laws and regulations, or it is consented by the lessee, or there is any other legitimate reason, and the Second Party shall not raise any objection against the First Party or the lessor, or the Member Company.

### Article 11 (Report of Changes under this Agreement or Lease Agreement)

If after the execution hereof, there is any change to any information submitted by the Second Party under this Agreement or the lease agreement, or it is decided to terminate the contract, the Second Party shall promptly report such fact and the details of the change to the First Party in writing or by any other method prescribed by the First Party. The First Party shall not be responsible for any damage arising before the report upon the occurrence of the change.

# Article 12 (Consent to Security by Way of Assignment)

- 1. To secure all obligations to the First Party hereunder, the Second Party has transferred to the First Party the right to demand return of the security deposit, security money (and any other money regardless of the name that is to be returned to the Second Party incidental to the termination of the lease agreement; hereinafter the "Security Deposit"), and other money deposited with the lessor under the lease agreement, and the First Party has received the right.
- 2. The Second Party shall not transfer the right to demand return of the Security Deposit under the lease agreement to any third party other than the First Party or otherwise dispose of it, including by pawnage.
- 3. If there remains any money after the First Party receives the Security Deposit directly from the lessor and appropriates it to the obligations hereunder according to this Article, the lessor shall pay the remaining money to the Second Party, and the Second Party shall not raise any objection against the First Party regarding the appropriation.

# Article 13 (Elimination of Antisocial Forces)

1. The Second Party represents and warrants that it does not and shall never fall under any of the following items,

both currently and in the future: (i) Organized crime group, (ii) organized crime group member, (iii) associate member of an organized crime group, (iv) company affiliated with an organized crime group, (v) corporate racketeer, criminal engaging in criminal activities under the pretext of conducting social campaigns or other activities, or crime group specialized in intellectual crimes, or (vi) other persons equivalent to any of the preceding items

- 2. The Second Party warrants that it shall not engage in any of the following acts, whether by itself or using a third party: (i) Violent demands, (ii) unreasonable demands that exceed the limits of legal liability, (iii) acts of using intimidating speech and behavior or violence in connection with transactions, (iv) acts of spreading a rumor or using fraudulent means or force to damage the reputation of the First Party or the business of the First Party, or (v) any other acts equivalent to any of the preceding items.
- 3. If it turns out that the Second Party violates any of the preceding two paragraphs, the First Party shall not be liable to vicariously pay the obligations of the Second Party hereunder.

# Article 14 (Surrender of Property for Guarantee)

If the Second Party falls under any of the following items, it shall surrender the Property for Guarantee by rescinding the lease agreement:

- (1) When the Second Party violates any provision of the lease agreement or this Agreement
- (2) When it turns out that the Second Party belongs to or is associated with an organized crime group, extremist group, terrorist organization, or any other similar organization (hereinafter an "Antisocial Group")
- (3) When the Second Party posts or carries a signboard, nameplate, photograph, picture, lantern, family emblem, or any other similar object, which relates to an Antisocial Group's organization, name, or activity on or into the Property for Guarantee, joint ownership space, or annexed facilities
- (4) When the Second Party has a person belonging to or associated with an Antisocial Group use the Property for Guarantee or frequent it
- (5) When the Second Party or a person related to the Second Party causes uneasiness, discomfort, or annoyance to a third party through coarse or abusive speech and behavior backed by the power of an Antisocial Group in the Property for Guarantee, joint ownership space, or any other place in the vicinity of the Property for Guarantee
- (6) When the First Party determines that the Second Party has used the Property for Guarantee to keep prohibited goods or for any other illegal activities

## Article 15 (Calculation at Termination of Lease)

The Second Party agrees in advance that if there is a Security Deposit or other money to be returned by the lessor to the Second Party at the time of the termination of the lease agreement, and the Second Party has any unpaid obligation to the First Party, the lessor may appropriate the money to the unpaid obligation, and the Second Party shall not raise any objection to it.

## Article 16 (Consent to Acquisition of Residence Certificate)

The Second Party agrees that if the First Party finds it necessary for the preservation of a claim, the First Party may acquire a copy of the Second Party's residence certificate, and the Second Party shall not raise any objection to it.

#### Article 17 (Special Provisions)

- 1. If it is allowed under laws and regulations, or it is consented by the Second Party, or there is any other legitimate reason, when the Second Party is in arrear of the payment of an indemnification to the First Party, the First Party may demand, by telephone, in person, by presentation of a document, by notice with a sealed letter, or by other reasonable method, that the Second Party pay it.
- 2. Upon the termination of the lease agreement for whatever reason, the First Party may attend the vacation procedure of the property by the Second Party.

### Article 18 (Additional Measures)

If it is required by the First Party to prepare or sign any contract or other documents that the First Party deems necessary or appropriate for the achievement of the purpose hereof, the Second Party shall prepare or sign it and deliver it to the First Party promptly.

### Article 19 (Good Faith Consultation)

Both parties shall perform this Agreement in good faith, and any matter not provided herein or any question arising as to the interpretation of any provision hereof shall be settled through good faith consultation between the parties.

# Article 20 (Court of Agreed Exclusive Jurisdiction)

Both parties agree that any dispute arising in connection with this Agreement shall be brought before the Osaka Summary Court as the agreed exclusive jurisdiction of the first instance, regardless of the amount in contention. However, the parties agree that if it is consolidated with a lawsuit for building vacation between the Second Party and the lessor, the Osaka District Court shall be the court of the agreed exclusive jurisdiction in the first instance.

#### [Joint Guaranty Agreement]

Provided with information on the status of the Second Party's assets and income and expenditure, the status of debts, and whether a security has been provided or not, Anshin Guarantor Service Co., Ltd., (hereinafter the "First Party") and the joint guarantor (hereinafter the "Third Party") agree as follows concerning obligations of the person hereunder who is both the lessee under a lease agreement and the party to an Ancillary Service Agreement (hereinafter the "Second Party"):

# Article 1 (Joint and Several Suretyship)

- 1. The Third Party shall be liable, jointly and severally with the Second Party, to perform the obligations for all debts that the Second Party may owe to the First Party under the Agreement and all expenses incidental thereto within the maximum amount, which is a 24-month amount, in total, of the rent at the time of the execution of the Agreement, and the common service charges, management charges, parking lot fees, and other charges as stated in the signature section.
- 2. Even if the Third Party makes payment to the lessor as a joint guarantor of the Second Party, the Third Party may not claim indemnity from the First Party.

## Article 2 (Court of Agreed Exclusive Jurisdiction)

The First Party and the Third Party agree that any dispute arising in connection with this Joint Guaranty Agreement shall be brought in the Osaka Summary Court as the agreed exclusive jurisdiction in the first instance, regardless of the amount in contention. However, the parties agree that if it is consolidated with a lawsuit for building vacation

between the Second Party and the lessor, the Osaka District Court shall be the court of the agreed exclusive jurisdiction in the first instance.

## [Contact for Inquiries and Consultations]

Please contact Anshin Guarantor Service Co., Ltd. as follows for any inquiries or consultations regarding the Agreement or the Joint Guaranty Agreement (hereinafter collectively the "Agreements"):

<Inquiries about the Agreements>

Consumer Consultation Desk, Anshin Guarantor Service Co., Ltd.

Shinagawa Seaside Park Tower 9F, 4-12-4 Higashi Shinagawa, Shinagawa-ku, Tokyo 140-0002

Tel: 0120-561-440

Business hours: 9:00 to 18:00 (excluding Saturdays, Sundays, national holidays, and holidays designated by the Company)

# [Consent on Collection, Retention, Use, and Provision of Personal Information]

The applicant for the Agreement (including the corporation applying for a vicarious payment service agreement and the joint guarantor thereunder; all persons are hereinafter referred to collectively as the "Applicant") agrees that Anshin Guarantor Service Co., Ltd., (hereinafter the "Company") will handle personal information according to the following provisions:

## Article 1 (Personal Information)

Personal information means any of the following information that can specify or identify the individual with items contained in the information, including names, addresses, and telephone numbers. Personal information also includes any information that cannot identify the individual by itself but can be easily matched with other information so that it can identify the individual.

(i) The Applicant's trade name, company address, date of incorporation, stated capital, yearly turnover, business contents, name, gender, date of birth, address, telephone number, email address, nationality, family structure, occupation, name of employer, work location, work telephone number, type of business, department/section in the company, position, length of employment, and annual income before tax deduction stated in the application form for a lease guarantor service agreement or vicarious payment service agreement prescribed by the Company, or the lease guarantor service agreement, vicarious payment service agreement, or joint guaranty agreement. Payment account, account holder. Address and telephone number of parents' home of the Applicant. Name, telephone number, relationship to the Applicant, age, address, and contact hours of the emergency contact. Name, relationship, and telephone number of the person with parental authority, as well as hours desired for confirmation of the consent. Registration number, vehicle owner's name, vehicle user's name, first year of registration, vehicle identification number, and expiration date of the validity period. Personal identification information stated on the driver's license, health insurance card, or other documents whose original or copy is presented or delivered by the Applicant for confirmation that the Applicant for the Agreement is the recipient of services under the Agreement; information stated on the certification of registered matters or other documents whose original or copy is presented or delivered by the Applicant for confirming the purpose of using the property of which the lease is applied for; information stated on screening documents; and information stated on a copy of the family register, residence certificate, or other documents that the

- Company requests and receives from the public office for verifying the identity or confirming whereabouts.
- (ii) Address, property name, rent, usage fees for various ancillary services, and other contract information on the property of which the lease is applied for under the Agreement.
- (iii) Transaction information that the Company may acquire after the execution of the Agreement, including the payment status of rents, usage fees for various ancillary services, and other charges.
- (iv) Ancillary information of the Applicant acquired by the Company and voice recording information that can identify the specific individual.
- (v) Emergency contact and other ancillary information acquired by the Company.
- (vi) Information on changes acquired after the execution of the Agreement through communication, notice, and reports.
- (vii) Delinquent status of the Applicant under the Agreement.

## Article 2 (Registration with and Use of Credit Data Institutions)

- 1. The Applicant agrees that the Company may inquire of personal credit data institutions (persons who collect information on individuals' ability to pay and repay debts and provide such information to their members on a regular basis) of which the Company is a member and personal data institutions affiliated with such institutions, and if personal information of the Applicant is registered with them, the Company may use it to examine the Applicant's ability to pay and repay debts.
- 2. The Applicant agrees that the Applicant's personal information and objective facts about transactions under the Agreement will be registered with the personal credit data institutions of which the Company is a member during the periods provided in the following table and will be used by those personal credit data institutions and members of personal credit data institutions affiliated with those institutions to examine the Applicant's ability to pay and repay debts:

#### Credit Information Center Corp. (CIC)

Registered information	Registration period
(i) The fact that an application has been made	Six months from the day when the Company inquires of
under the Agreement	the personal credit data institution
(ii) Objective facts about transactions under the	For the duration of the contract and up to five years after
Agreement	its termination
(iii) Any facts about arrearage of debt	For the duration of the contract and five years after its
	termination

- 3. The name, location, and inquiry telephone number of the personal credit data institution of which the Company is a member are stated below. If the Company participates in, is registered with, and uses a new personal credit data institution for the duration of the Agreement, it shall separately obtain the Applicant's consent by giving written notice.
- (i) Credit Information Center CORP. (CIC) (designated credit data institution under the Installment Sales Act and the Money Lending Business Act)

Shinjuku First West Bldg. 15F, 1-23-7, Nishi-Shinjuku, Shinjuku-Ku, Tokyo, 160-8375

Inquiries: 0120-810-414

Homepage address: https://www.cic.co.jp

\*Please see the company website above for membership eligibility, member companies, and other details of Credit

Information Center Corp.

- 4. The personal credit data institutions affiliated with the personal credit data institution of which the Company is a member (Credit Information Center Corp.) are stated below.
- (i) Personal Credit Information Center (KSC)

1-3-1 Marunouchi, Chiyoda-ku, Tokyo 100-8216

Inquiries: +81(0)3-3214-5020

Homepage address: https://www.zenginkyo.or.jp/pcic/

\*Please see the company website above for membership eligibility, member companies, and other details of the Personal Credit Information Center.

(ii) Japan Credit Information Reference Center Corp. (JICC) (designated credit data institution under the Money Lending Business Act)

Sumitomo Fudosan Ueno Building No. 5, 1-10-14 Kitaueno, Taito-ku, Tokyo 110-0014

Inquiries: +81(0)570-055-955

Homepage address: https://www.jicc.co.jp

- \*Please see the company website above for membership eligibility, member companies, and other details of Japan Credit Information Reference Center Corp.
- 5. The following information may be registered with the personal credit data institution of which the Company is a member provided in paragraph 3.
- (i) Credit Information Center Corp. (CIC)

The name, date of birth, address, telephone number, name of employer, work telephone number, driver's license number, other codes and numbers, and other information to verify the identity.

Contract types, contract dates, contract amounts, product names, the number of contracts, and other information on contract details. The balance, date of payment, date of complete payment, status of payments, including arrearage, and other information.

## Article 3 (Purposes of Using Personal Information)

The Applicant agrees that the Company may use personal information provided in items (i), (ii), (iii), (iv), (v), (vi), and (vii) of Article 1 for the following purposes:

- (i) To examine the ability to pay
- (ii) To keep records on transactions and negotiation process between the Company and the Applicant, and other facts
- (iii) To provide information on products and services of the Company related to credits
- (iv) To internally conduct market research and analysis, and research and development of services
- (v) To confirm the Applicant's whereabouts and to obtain a response to communications
- (vi) To ensure the performance of any obligations under the Agreement

Article 4 (Provision and Acquisition of Personal Information to and from Third Parties)

The Applicant agrees that the Company may provide or obtain the personal information provided in the provisions of Article 1 to or from third parties within the following limits:

(i) The Applicant agrees that the scope of third parties to or from which information may be provided or obtained is the real property management company designated by the Company that is stated in the contract application or affiliated with the Company, the brokers designated by the management company, the lessor of the property for

which a guarantee is provided under the vicarious payment service agreement (hereinafter simply the "Property for Guarantee"), providers of various ancillary services, the payment service companies designated by the Company, the credit companies and joint product providers affiliated with the Company, housemates and emergency contact of the lessee, the emergency contact's family living together and persons with parental authority, and family living together with the persons with parental authority.

(ii) The Applicant agrees that the Company may give notice of the screening result based on the Applicant's application to the real property management company designated by the Company that is stated in the contract application or affiliated with the Company, the brokers designated by the management company, providers of various ancillary services, the lessor of the Property for Guarantee, the payment service companies designated by the Company, and the credit companies and joint product providers affiliated with the Company.

The screening result is the information at the time of screening, and the Applicant shall not raise any objection even if the Agreement does not take effect when there is a material change in personal information or false information at the time of contract. The Applicant agrees that the Company will not disclose any information on the screening result.

### (iii) Amendment to General Conditions

These General Conditions may be amended through the procedures provided in laws and regulations to the extent necessary, and in this case, the Company shall acquire consent or give notification or announcement by appropriate means.

## Article 5 (Accuracy of Personal Information)

The Company shall strive to accurately process the personal information provided by the Applicant. However, the Applicant shall be responsible for ensuring that the personal information provided is accurate and up to date.

## Article 6 (Voluntariness of Personal Information Provision)

The Applicant agrees to provide the Company with necessary personal information only for the usage purposes under the Agreement. The Applicant agrees that in the event of failure to provide specific personal information to the Company, the Company may deny the Agreement.

#### Article 7 (Failure to Consent to Agreement)

The Applicant agrees that if the Applicant does not consent to provisions of the Agreement, the Company may deny the Agreement.

## Article 8 (Management of Personal Information)

The Company shall strive to take appropriate security measures to prevent loss, misuse, and alteration of personal information in its custody. The Company shall strive to keep personal information in a secure environment that is accessible only by authorized users.

### Article 9 (Use of Statistical Data)

The Company may create statistical data based on personal information it receives by processing it into a format that does not identify individuals. The Applicant agrees that the Company may use such data without any restrictions.

Article 10 (Non-Formation of Contract)

Even if the Agreement does not take effect for whatever reason, the fact that an application has been made under the Agreement will be used under Articles 1 and 2 for a given period but will not be used outside this.

Article 11 (Personal Information Protection Manager, Contact for Inquiries about Handling of Personal Information)

1. Name of manager: Personal Information Protection Manager, Executive Officer Responsible for the General Affairs and Human Resources Department

Contact: +81(0)3-6627-3440

2. For a request for disclosure of personal information (notice of usage purposes; disclosure, correction, addition and deletion of contents; discontinuance of use; erasure; discontinuance of third-party provision), the Company shall respond to it according to the Applicant's request after identity verification.

Please contact us below for any inquiries you have regarding the Applicant's personal information.

Consultation Desk for the Applicant's Personal Information: 0120-561-440

Business hours: 9:00 to 18:00 (excluding Saturdays, Sundays, national holidays, and holidays designated by the Company)

\*The Company publishes its Privacy Statement on the company website. https://anshin-gs.co.jp/