

LOAN APPLICATION AND AGREEMENT ON HANDLING OF PERSONAL INFORMATION

Money Lending Registration No.: Governor of Tokyo No. 31653

To Shinsei Investment & Finance Limited

Applicant and the co-signer who intend to act as the joint debtor • joint guarantor • collateral provider (hereinafter, the “Applicants”, “our” or “we”) have read and agree to the below terms and clauses stipulated in “Provisions on Handling of Personal Information”, “Elimination of Antisocial Forces” and “Elimination of Anti-Money Laundering and Financing of Terrorism” and would like to apply for a loan with Shinsei Investment & Finance Limited (hereinafter, the “Company”).

- Applicants agree to accept all solicitation, in accordance with the Money Lending Business Act, in regard to the applicable loan agreements
- Applicants understand that credit assessment will be separately conducted by the Company. Further, the Applicants will not make any objections in the case when loan is not granted as a result of the credit assessment, whatever the reason may be
- Applicants acknowledge that all supporting documents submitted to the Company will not be returned regardless of the results of the credit assessment by the Company

Tick here ↓
 Applicant
 Joint Debtor • Joint Guarantor

Applicants agree to the clauses stipulated in “Provisions on Handling of Personal Information”, “Elimination of Antisocial Forces” and “Elimination of Anti-Money Laundering and Financing of Terrorism”.

		Application Date				
		YYYY / MM / DD				
T A P P L I C A T I O N	Name <small>(Company Name)</small>	Furigana (フリガナ)	DOB <small>(Establishment Date)</small>	YYYY / MM / DD	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female No. of Employees if applicable	
	SIGNATURE		Telephone No.	TEL MOBILE Preferred Point of Contact: <input type="checkbox"/> Home <input type="checkbox"/> Mobile <input type="checkbox"/> Office		
	Address	E-Mail Address <input type="checkbox"/> Home <input type="checkbox"/> Mobile <input type="checkbox"/> Office <input type="checkbox"/> Other < _____ @ _____ >				
	Foreign PEPs	Politically Exposed Persons <input type="checkbox"/> No <input type="checkbox"/> Yes ⇒ Please note status:				
	Immediate Family Members and Heirs					
	Name	DOB	Relationship	Address	TEL	
					Heir <input type="checkbox"/>	
					<input type="checkbox"/>	
					<input type="checkbox"/>	
					<input type="checkbox"/>	
					<input type="checkbox"/>	
	Employer <small>(Name of Representative Director)</small>	Type of Industry				
	Address	TEL				
	Occupation	<input type="checkbox"/> Company Employee <input type="checkbox"/> Government Employee <input type="checkbox"/> Statutory Director <input type="checkbox"/> Representative Director <input type="checkbox"/> Self-Employed <input type="checkbox"/> Other				
	Division	Position				
	Employment History	Name of Company		Period		
				~		
				~		
	<Highest Level of Education> Year of Graduation:					
	Annual Income Currency: _____	Last Year	Previous Year	Expenses per month	Loans ()	
		Salary			Pension	
		Business Income			Insurance	
		Rental Income			Total	
	Total			Total		

LOAN DETAILS	Requesting Loan Amount (unit in JPY 100,000)	JPY	Requesting Drawdown Date	YYYY/MM/DD			
	Loan Purpose	<input type="checkbox"/> Purchase <input type="checkbox"/> Refinance <input type="checkbox"/> New <input type="checkbox"/> Secondhand <input type="checkbox"/> Investment <input type="checkbox"/> Self-Occupancy	Repayment Method	<input type="checkbox"/> Principal & Interest Equal Payment ⇒ <input type="checkbox"/> with balloon/bullet payment _____ <input type="checkbox"/> Principal Equal Payment			
	Source of Repayment	<input type="checkbox"/> Rental Income <input type="checkbox"/> Salary/Business <input type="checkbox"/>	Loan Term	Years			
	Property Location & Building Name		Real Estate Agent and Contact				
FINANCIAL PLANS	Purchase Price		Self-Funds/Equity				
	Overhead Expenses		Requesting Loan Amount				
	Total		Total				
OTHER PROPERTIES	Do you own other properties in Japan? <input type="checkbox"/> YES <input type="checkbox"/> NO ※If yes, please fill out property details below						
	① Property Location & Building Name	② Property Location & Building Name					
TAXES	Are your real estate tax, fixed asset tax & city planning taxes, income taxes, all company/business related taxes, etc. paid up to date? <input type="checkbox"/> YES <input type="checkbox"/> NO If answered "NO", state reason:						
ASSETS	Savings, term deposits, etc.		BORROWINGS	Lender	Purpose	Outstanding Balance	Monthly Payment
	Stocks & other assets						
	Real estate						
	Total			Total			

JOINT DEBTOR/GUARANTOR	Name	Furigana (フリガナ)	Relationship with Applicant	<input type="checkbox"/> Representative Director <input type="checkbox"/> Spouse	
				<input type="checkbox"/> Parent <input type="checkbox"/> Child <input type="checkbox"/> Other _____	
			Date of Birth	YYYY / MM / DD	
	Address		TEL	TEL	
			E-Mail	MOBILE	
PEPs (Politically Exposed Persons) <input type="checkbox"/> No <input type="checkbox"/> Yes ⇒ Please note status:			Employer		
Annual Income					

If the Applicant is a corporate, please refer to "Substantial Controller(s) and Foreign PEPs" flow chart. If applicable, fill out the below.

SUBSTANTIAL CONTROLLER(S)	①	Name	Foreign PEPs	<input type="checkbox"/> No <input type="checkbox"/> Yes ⇒ If yes, please note status:	
		Address		DOB	Relation With Company
				a · b · c · d · A · B · C · D	
	②	Name	Foreign PEPs	<input type="checkbox"/> No <input type="checkbox"/> Yes ⇒ If yes, please note status:	
		Address		DOB	Relation With Company
				a · b · c · d · A · B · C · D	

<当社使用欄>

①情報調査	JICC 照会件数				チェック者	照会日：時間	照会者	検証	担当	取引形態	依頼日
	BL	STARS II	CIC	KSC							
②追・再	JICC 照会件数				チェック者	照会日：時間	照会者	検証	担当	取引形態	依頼日
	BL	STARS II	CIC	KSC							

Applicants have read and agree to the terms and clauses stipulated below in “Provisions on Handling of Personal Information”, “Elimination of Antisocial Forces” and “Elimination of Anti-Money Laundering and Financing of Terrorism” and wish to apply for a loan and conclude all relative agreements to the loan (hereinafter the “Contracts”). Applicants hereby confirm that we have received and accepted a copy of this agreement.

PROVISIONS ON HANDLING OF PERSONAL INFORMATION

Article 1 Collection, Retention and Use of Personal Information

- Applicants agree and authorize Shinsei Investment & Finance Limited (hereinafter the “Company”) to collect and use our information outlined below (hereinafter the “Personal Information”) with protective measures, for the reasons specified in the following articles (hereinafter the “Agreements”) in respect to the Contracts, the Company’s credit assessment and further management.
 - Name, age, date of birth, address, telephone no., e-mail address, company name, family structure, living conditions, and personal identification code (official codes such as driver’s license no., passport no., etc.)
 - Application date, agreement date, type of loan, agreed loan amount and number of payments in regards to the Contract
 - Outstanding loan balance following the commencement of the loan and monthly repayment status in regards to the Contract
 - Declared assets, liabilities, income, expenses, credit history obtained by the Company and past debt histories to assess our payment abilities.
- If the Contract is an affiliated loan, Applicants agree and authorize the Company and the affiliated entity to mutually share such Personal Information outlined in the preceding paragraphs (1) and (2), and any necessary information related to ongoing operational transactions, within the extent required for business fulfillment.

Article 2 Use of Personal Information Other than for Credit Business

- Applicants agree and authorize the Company to use our Personal Information specified in Article 1 Paragraph 1 (1) and (2) to conduct the Company’s loan business, insurance service business and other business operations specified in the Company’s Articles of Incorporation for the following purposes.
 - Introduction and information of new products and its aftercare services
 - Market research and development of new products and services
 - Advertisements and printed handouts on business information
 - Applicants agree and authorize the Company to send advertisements and printed handouts on business opportunities on behalf of SBI Shinsei Bank Limited (hereinafter “SBI Shinsei Bank”) and its group companies (hereinafter collectively referred to as “SBI Shinsei Bank Group”).
- ※SBI Shinsei Bank Group is comprised of SBI Shinsei Bank and its consolidated subsidiaries and equity method affiliated companies outlined in SBI Shinsei Bank’s financial statement.

Article 3 Use and Registry with Personal Credit Information Institutions

- Applicants agree and authorize the Company to make inquiries with the personal credit information institutions which the Company belongs to, regarding Applicants’ and Applicants’ spouse’s registered information (if any and applicable) for the purpose in extent to make informed decisions of the Applicants’ debt servicing abilities. (Personal credit information institution is a credit reference agency which maintains and provides consumer credit data as a service. Hereinafter referred to as the “Member Credit Institution”. This data is also shared by all members of the Member Credit Institution and its affiliated credit institutions, hereinafter referred to as the “Affiliated Credit Institutions”)
- Applicants agree and acknowledge that Applicants’ Personal Information in regards to the Contract and its transaction facts will be registered with the Member Credit Institution for a period specified in the following chart. Applicants also understand that this information will be shared with its members and the Affiliated Credit Institutions for the purpose in extent to make informed decisions of the Applicants’ debt servicing abilities.

Registered Information	Period of Registration
① Personal information based on application fact of the Agreement	A period not exceeding 6 months from the inquiry with the personal credit information institution
② Information on the objective facts of transactions of the Agreement	Duration of the Agreement and period not exceeding 5 years from termination of the Agreement
③ Information on the facts of payments in arrears	Duration of delinquency and period not exceeding 5 years from termination of the Agreement
④ Information on the facts of assignment of loan claims	A period not exceeding 1 year from the occurrence of assignment of loan claims

- Member Credit Institution mentioned above which the Company belongs to are as follows.
If the Company shall belong and register with other personal credit information institution in the future, the Company shall notify the Applicants in writing in advance and obtain our consent.
 - Japan Credit Information Reference Center Corp. (JICC)
HP: <https://www.jicc.co.jp/>
※For details regarding membership and qualifications with JICC, please visit the above HP above (available in Japanese only).
- Affiliated Credit Institution in alliance with JICC:
 - The Personal Credit Information Center (PCIC) HP: <https://www.zenginkyo.or.jp/>
※For details regarding membership and qualifications with PCIC, please visit the above HP above (available in Japanese only).
 - Credit Information Center Corporation (CIC) HP: <https://www.cic.co.jp>
※For details regarding membership and qualifications with CIC, please visit their HP above (available in Japanese site only).
- Information to be registered with the Member Credit Institution specified in preceding 3. are the following: such as name, date of birth, gender, address, telephone no., employer and telephone no., personal identification code and information to specify an individual, marital status if applicable, etc., type of agreement, agreement date, agreed loan amount, drawdown amount, type of loan, number of payments and other agreement details, outstanding balance, repayment date, maturity date and all information on delinquency status.

Article 4 Joint Use of Personal Information within SBI Shinsei Bank Group

Applicants agree and authorize the Company to jointly use our Personal Information, listed in Article 1 Paragraph 1 (1) thru (4) (excluding all Personal Information obtained from personal credit information institutions listed in Article 3), with the affiliated companies within SBI Shinsei Bank Group, to the extent required for the fulfillment of the following purposes. SBI Shinsei Bank will be in charge of all management of jointly used Personal Information.

- Offering of information on various products and services
 - Offering of aftercare services of products and services we are currently using, and offering of compliments and benefits by SBI Shinsei Bank Group
 - Judgement on offering of various products and services
 - Awareness of various risks and appropriate management of operations within SBI Shinsei Bank Group
- ※The Company will announce, on its homepage, of all names of affiliated companies within SBI Shinsei Bank Group, which the Company will jointly use the Personal Information.

Article 5 Other Use of Personal Information

Loan claims may be transferred to other entities by means of assignment or by securitization. If and when such transfer should take place, Applicants agree and acknowledge that our Personal Information will be provided for the purpose of claims management and collection to an assignee or to a special entity established to handle securitization (hereinafter the "Assignees"), to the extent required for the transfer.

Article 6 Disclosure, Corrections and Deletion of Personal Information

1. Applicants acknowledge, in accordance with the Personal Information Protection Act, that we may request the Company, personal credit information institutions specified in Article 3 and the Assignees noted in Article 5 to disclose our own Personal Information and third-party provision records.
 - (1) For any Personal Information disclosures with the Company, please contact the inquiry desk described in Article 9. The inquiry desk shall guide you with the procedures in obtaining the disclosure (request counter, receiving method, necessary documents, fees, etc.)
 - (2) For disclosures registered with the personal credit information institutions, please contact the respective institutions directly as listed in Article 3.
 - (3) For disclosures regarding loan claims noted in Article 5, please contact the Assignees directly.
2. If any personal details registered are found to be false, the Company will ensure that the details are amended or deleted.

Article 7 Measures Against Objections

Applicants acknowledge that if we object to provide or fill out the necessary details pertaining to the Contract or failing to acknowledge all or part of this Agreement, the Company may refuse the Contract. However, the Company will not refuse this application and the Contract though Articles 2 and 4 of this Agreement are not agreed.

Article 8 Discontinuance of Use

Upon Applicants request, we understand that the Company will discontinue the once agreed use of our Personal Information for the purposes stated in Articles 2 and 4.

Article 9 Inquiry Desk Concerning the Handling of Personal Information

For any inquiries regarding disclosure, amendment, discontinuance of use or for any matters regarding your Personal Information, please refer to the Company's Policy Concerning Protection of Personal Information (available in Japanese only) below.

- Policy Concerning Protection of Personal Information <https://www.shinsei-if.com/privacy-policy/>

Article 10 Failure in Concluding the Contract

Applicants understand and agree to the use of our Personal Information listed in Article 1 and Article 3 Paragraph 2 ① for a specified period regardless of the conclusion of the Contract. Applicants also agree that our Personal Information may continue to be used for the purpose stated in Article 2 Paragraph 1 (1).

Article 11 Amendment of the Agreement

The Company may amend the articles in this Agreement, in accordance with the laws and regulations, to the extent required.

ELIMINATION OF ANTISOCIAL FORCES

1. Applicants represent and make a definite promise that we do not, or will not, fall within the definition of a Boryokudan (organized crime group), a Boryokudan member, a person who left a Boryokudan within five years, a quasi-member of a Boryokudan, a company affiliated with a Boryokudan, a Sokaiya, a hoodlum who claims to advocate for social activities, etc., a violent group misusing professional knowledge or a person similar to any of the foregoing (hereinafter, the "Boryokudan Member, etc.") or any of the following items:
 - (1) Those who have relationships with a Boryokudan member, etc., who is recognized to be controlling their operations;
 - (2) Those who have relationships with a Boryokudan member, etc., who is recognized to be substantially involved in their operations;
 - (3) Those who have relationships which are recognized to be willfully using a Boryokudan member, etc., for the purpose of obtaining unjust profits for the person himself/herself, their own company, or a third party, or for the purpose of causing damage to a third party;
 - (4) Those who have relationships which are recognized to be providing funds or benefits, etc., for a Boryokudan member, etc.; or
 - (5) An officer or a person who is substantially involved in its operation has relationships with a Boryokudan member, etc., that are unacceptable from the standpoint of social norms.
2. Applicants make a definite promise not to do any of the following acts by ourselves or by using a third party:
 - (1) Making a threatening demand (boryoku-teki yokyu kouji);
 - (2) Making an illegal or unjustifiable demand;
 - (3) In relation to a transaction, engaging in a threatening speech or behavior or threatening to use or using illegal forces;
 - (4) Starting a malicious or false rumor, or discrediting the company or disturbing the company's business by fraudulent means or illegal force; or
 - (5) Any activities similar to any of the foregoing.
3. Applicants represent and make a definite promise that we do not, and will not, engage in or be involved in any transnational organized crime, etc., or any act or conduct that is equivalent thereto.

ELIMINATION OF ANTI-MONEY LAUNDERING AND FINANCING OF TERRORISM

Applicants represent and warrants that we will not make use of this agreement for transactions in conflict with anti-money laundering, counter financing of terrorism and/or any laws and regulations related to economic sanctions.

※ If and to the extent there is any inconsistency or conflict between the Japanese and English language versions of all documents, the Japanese language version shall prevail.