

[This is a translation and is for reference purposes only.]*

August 30, 2002

Inquiries Agreement

The Bank of Japan (“BOJ” hereinafter) and _____ (“Parent Corporation” hereinafter) agree to the following terms and conditions regarding inquiries conducted by the BOJ to the Parent Corporation in order to complement that which has been ascertained of the business operations and financial condition of its consolidated subsidiary that has made the “On-site Examinations Agreement” with the BOJ (“Consolidated Subsidiary” hereinafter) pursuant to that Agreement.

Article 1: (Inquiries Agreement)

The BOJ and the Parent Corporation agree to the following terms and conditions regarding inquiries (refers to requests for reports or documents and on-site inquiries; “Inquiries” hereinafter) by the BOJ of the Parent Corporation to complement that which has been ascertained of the business operations and financial condition of the Consolidated Subsidiary pursuant to the “On-site Examinations Agreement” made between the BOJ and the Consolidated Subsidiary.

Article 2: (Objective and Scope of Inquiries)

- 1 The objective of Inquiries by the BOJ to the Parent Corporation shall be to appropriately conduct and prepare to conduct the business of the BOJ prescribed in Article 37 through Article 39 of the Bank of Japan Act (Act No. 89 of June 18, 1997; “Act” hereinafter).
- 2 The scope of Inquiries pursuant to the preceding Paragraph shall not exceed the level of necessity for the BOJ to ascertain the business operations and financial condition of the Consolidated Subsidiary pursuant to the “On-site Examinations Agreement” made between the BOJ and the Consolidated Subsidiary.

* The original language of the “Inquiries Agreement” is Japanese. Only the Japanese language version will be signed by the BOJ and the other party, which shall have legal effect if so executed. This translation is prepared for reference purposes only, and therefore has no legal effect. All interpretation of law in connection with the “Inquiries Agreement” shall be made solely based upon the Japanese language version duly signed by the parties. The BOJ will not be responsible for the accuracy or the completeness of the translation. Also, the latest amendments to the Agreement are not necessarily reflected in a timely manner.

The original text in the Japanese language is available at the website of the Bank of Japan (<http://www.boj.or.jp/type/law/torihiki/touyo02a.htm>).

Article 3: (Offer and Consent for Submission of Reports or Documents)

- 1 In the event that it is necessary to consider conducting on-site inquiries of the Parent Corporation to ascertain the business operations and financial condition of the Consolidated Subsidiary pursuant to the “On-site Examinations Agreement” made between the BOJ and the Consolidated Subsidiary, the BOJ will ask for the consent of the Parent Corporation so that the BOJ may request that the Parent Company submit reports or documents regarding the business operations and financial condition of the Consolidated Subsidiary and/or those of the Parent Corporation to the extent relevant to the business operations and financial condition of the Consolidated Subsidiary (hereinafter collectively referred to as “Information regarding the Business Operations and Financial Condition of the Consolidated Subsidiary”).
- 2 The offer pursuant to the preceding Paragraph shall be made within a reasonable period of time for response, and specifying in writing the content of information to be furnished, method of response, etc. However, this shall not apply in reasonable circumstances that require the urgent submission of reports or documents by the Parent Corporation.
- 3 Upon receipt of the offer from the BOJ pursuant to Paragraph 1, the Parent Corporation shall inform the BOJ of its consent or refusal in a timely manner.
- 4 The response pursuant to the preceding Paragraph shall be made in writing except in unavoidable circumstances.

Article 4: (Offer and Consent for On-site Inquiries)

- 1 The BOJ may ask for the consent of the Parent Corporation to on-site inquiries by indicating the necessity, objectives, scope and dates of the on-site inquiries, in the event that the BOJ determines that it is unable to sufficiently ascertain the business operations and financial condition of the Consolidated Subsidiary from reports or documents submitted by the Parent Corporation pursuant to Paragraph 3 of the preceding Article or from other information furnished by the Parent Corporation, and therefore the on-site inquiries of the Parent Corporation is necessary.
- 2 The BOJ shall make the offer pursuant to the preceding Paragraph within a reasonable period of time prior to the on-site inquiries and in writing; specifically, at least one month prior to the commencement of the on-site inquiries and in writing, except in reasonable circumstances that require the urgent implementation of the on-site inquiries. However, in the event that the BOJ requests the on-site inquiries following the offer for the submission of reports or documents pursuant to Paragraph 1 of the preceding Article, it would be sufficient for the BOJ to provide a period of at least one month between the said offer for submission of reports or documents and the commencement of the on-site inquiries (excluding reasonable circumstances that require the urgent implementation of the on-site inquiries). In such cases, the BOJ shall pay due consideration in its procedures to facilitate the submission of reports or documents and the preparation for the on-site inquiries by the Parent Corporation.

- 3 In its offer pursuant to Paragraph 1, the BOJ shall in principle set the period of on-site inquiries within that which was offered with respect to the on-site examinations of the Consolidated Subsidiary (in the event that an offer to change the dates of the on-site examinations is made by the Consolidated Subsidiary, within the period after changes). However, the BOJ and the Parent Corporation may enter into an agreement to the contrary.
- 4 Upon receipt of the offer from the BOJ pursuant to Paragraph 1, the Parent Corporation shall inform the BOJ of its consent or refusal in a timely manner.
- 5 The response pursuant to the preceding Paragraph shall be made in writing except in unavoidable circumstances.

Article 5: (Refusal of Offer, etc. for Legitimate Reasons)

- 1 In its response pursuant to Article 3, Paragraph 3 or Article 4, Paragraph 4, the Parent Corporation may refuse the offer for legitimate reasons. In such circumstances, it shall state reasons in its response.
- 2 In lieu of the response of consent or refusal pursuant to Article 3, Paragraph 3 or Article 4, Paragraph 4, the Parent Corporation may request changes to the dates, scope or methods of the Inquiries for legitimate reasons. In such circumstances, the Parent Corporation shall state reasons in its request, and the BOJ shall consult with the Parent Corporation regarding the said request.
- 3 The request pursuant to the preceding Paragraph shall be made in writing except in unavoidable circumstances.

Article 6: (Changes to Dates of Inquiries, etc. after Consent)

The BOJ and the Parent Corporation shall consult with one another in the event that any changes to the dates, scope or methods of the Inquiries that had been agreed to by the parties are necessary for legitimate reasons, such as in cases where the dates or scope of the on-site examinations are to be changed by agreement of the BOJ and the Consolidated Subsidiary.

Article 7: (Notification of Names of Employees involved in On-site Inquiries, etc.)

- 1 The BOJ shall notify the Parent Corporation of the names and job titles of employees involved in the on-site inquiries within a reasonable period of time prior to the on-site inquiries.
- 2 In the event of changes in the employees involved in the on-site inquiries notified pursuant to the preceding Paragraph, the BOJ shall notify the Parent Corporation of the names and job titles of the said employees in a timely manner.

Article 8: (Identification Cards)

Employees of the BOJ conducting the on-site inquiries shall carry with them identification cards issued by the BOJ, and present them when requested to any persons concerned.

Article 9: (Submission of Reports or Documents)

With the consent of the Parent Corporation pursuant to Article 3, Paragraph 3, the BOJ may request the Parent Corporation to submit reports or documents with respect to the Information regarding the Business Operations and Financial Condition of the Consolidated Subsidiary.

Article 10: (Provision of Information during On-site Inquiries)

- 1 In the course of the on-site inquiries of the Parent Corporation conducted with its consent pursuant to Article 4, Paragraph 4, the BOJ may request the Parent Corporation to provide an explanation about the Information regarding the Business Operations and Financial Condition of the Consolidated Subsidiary in order to achieve the objectives of the on-site inquiries.
- 2 In the course of the on-site inquiries of the Parent Corporation conducted with its consent pursuant to Article 4, Paragraph 4, the BOJ may request the Parent Corporation to present ledgers and other items necessary to ascertain the business operations and financial condition of the Consolidated Subsidiary in order to achieve the objectives of the on-site inquiries.
- 3 Information which the Parent Corporation shall provide pursuant to the preceding two Paragraphs shall be in principle limited to that concerning the Consolidated Subsidiary subject to the on-site examinations conducted by the BOJ at that time. However, the BOJ and the Parent Corporation may enter into an agreement to the contrary.

Article 11: (Provision of Information during, before and after On-site Examinations Period)

In addition to requests pursuant to Article 9, the BOJ may, for the period from the consent of the Consolidated Subsidiary to the on-site examinations until the communication of the results thereof to the Consolidated Subsidiary (excluding the period of the on-site inquiries of the Parent Corporation), request the Parent Corporation to submit reports or documents with respect to Information regarding the Business Operations and Financial Condition of the Consolidated Subsidiary within the scope necessary to ascertain such matters.

Article 12: (Refusal to Provide Information for Legitimate Reasons)

The Parent Corporation may refuse the provision of information pursuant to Article 9 through Article 11 for legitimate reasons. In such circumstances, the Parent Corporation shall consult with the BOJ in the event that the BOJ requests consultation with the Parent Corporation regarding other applicable methods, etc. in lieu of the said provision of information.

Article 13: (Witnessing)

Officers and/or employees of the Parent Corporation shall be present to witness the investigation by the BOJ of ledgers and other items of the Parent Corporation necessary to ascertain the business operations and financial condition of the Consolidated Subsidiary pursuant to Article 10, Paragraph 2. However, this shall not apply to circumstances where the presence of officers and/or employees of the Parent Corporation are deemed unnecessary as mutually agreeable to the BOJ and the Parent Corporation.

Article 14: (Confidentiality)

- 1 Officers and employees of the BOJ shall not divulge confidential information learned in the course of the Inquiries to the Parent Corporation, except when submitting the documents describing the results of the on-site examinations and other related materials thereof to the Commissioner of the Financial Services Agency or having officials of the Financial Services Agency inspect them pursuant to Article 44, Paragraph 3 of the Act, and for other legitimate reasons.
- 2 Officers and employees of the Parent Corporation shall not divulge the results of the on-site examinations of the Consolidated Subsidiary, results of the Inquiries of the Parent Corporation and other information learned in the course of the on-site examinations or Inquiries, except in the circumstances set forth in relevant laws and ordinances, and in other cases where the BOJ specifically recognizes that there are legitimate reasons.
- 3 Notwithstanding Paragraph 1, the BOJ may disclose to the Consolidated Subsidiary the confidential information learned in the course of Inquiries by the BOJ to the Parent Corporation.
- 4 Notwithstanding Paragraph 2, the Parent Corporation may disclose to the Consolidated Subsidiary the results of the Inquiries by the BOJ to the Parent Corporation and other information learned in the course of the Inquiries thereto.
- 5 The Parent Corporation consents to the Consolidated Subsidiary providing the BOJ with information regarding the Parent Corporation when necessary for the BOJ to ascertain the business operations and financial condition of the Consolidated Subsidiary pursuant to the “On-site Examinations Agreement” made between the BOJ and the Consolidated Subsidiary.

Article 15: (Public Announcement, etc.)

- 1 The BOJ may publicly announce the facts in the event that the Parent Corporation fails to fulfill its obligations pursuant to this Agreement and therefore impedes the BOJ in accurately ascertaining the business operations and financial condition of the Consolidated Subsidiary, as a result, materially impairing the implementation of the business of the BOJ pursuant to the Act. However, this shall not apply in cases where false information is provided without intention or gross negligence with regard to the provision of information pursuant to Article 9 through Article 11.
- 2 In the event of making a public announcement pursuant to the preceding Paragraph, the BOJ shall furnish the Parent Corporation with a prior notice specifying the reasons thereof, and provide an opportunity and a reasonable period of time for the Parent Corporation to state its opinion.

Article 16: (Consideration for Administrative Burdens)

- 1 The BOJ shall pay due consideration so that the volume or content of documents it requests during the on-site inquiries, numbers of its employees conducting the on-site inquiries and other procedural aspects of the on-site inquiries do not impose excessive administrative burdens on the Parent Corporation in light of the objectives thereof.
- 2 In the event that the BOJ requests the Parent Corporation to furnish reports or documents pursuant to Article 9 or Article 11, the BOJ shall pay due consideration so that the volume or content of reports or documents and other procedural aspects of the request do not impose excessive administrative burdens on the Parent Corporation in light of the objectives thereof.

Article 17: (Consultation)

Any matters regarding Inquiries not stipulated in this Agreement shall be resolved as mutually agreeable in good-faith consultation between the BOJ and the Parent Corporation.

Article 18: (Jurisdiction)

Any disputes or lawsuits with regard to or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court.

Article 19: (Modification of This Agreement)

In the event that either the BOJ or the Parent Corporation deems it necessary to modify this Agreement and requests consultation, the other party shall consult in good-faith.

IN WITNESS WHEREOF, the BOJ and the Parent Corporation have made, signed and sealed two copies of this Agreement, each retaining one copy in its possession.

Date: _____

For the BOJ:

For the Parent Corporation:

Agreement

The Bank of Japan (“BOJ” hereinafter) and _____ (“Consolidated Subsidiary” hereinafter) agree to the following terms and conditions in connection with the “Inquiries Agreement” made between the BOJ and _____ (“Parent Corporation” hereinafter), pursuant to which the BOJ will conduct inquiries to the Parent Corporation in order to complement that which has been ascertained of the business operations and financial condition of the Consolidated Subsidiary.

Article 1: Notwithstanding Article 12, Paragraph 1 of the “On-site Examinations Agreement” made between the BOJ and the Consolidated Subsidiary, the BOJ may disclose to the Parent Corporation confidential information learned in the course of the on-site examinations of the Consolidated Subsidiary.

Article 2: Notwithstanding Article 12, Paragraph 2 of the “On-site Examinations Agreement” made between the BOJ and the Consolidated Subsidiary, the Consolidated Subsidiary may disclose to the Parent Corporation the results of the on-site examinations to the Consolidated Subsidiary and other information learned in the course of the on-site examinations thereto.

Article 3: The Consolidated Subsidiary consents to the Parent Corporation providing the BOJ with information regarding the Consolidated Subsidiary when necessary for the BOJ to conduct inquiries of the Parent Corporation pursuant to the “Inquiries Agreement” made between the BOJ and the Parent Corporation to complement the “On-site Examinations Agreement” made between the BOJ and the Consolidated Subsidiary.

Article 4: Article 16 and Article 17 of the “On-site Examinations Agreement” made between the BOJ and the Consolidated Subsidiary shall apply mutatis mutandis to this Agreement.

IN WITNESS WHEREOF, the BOJ and the Consolidated Subsidiary have made, signed and sealed two copies of this Agreement, each retaining one copy in its possession.

Date: _____

For the BOJ:

For the Consolidated Subsidiary: