

## Program Terms and Conditions

### American Express® Corporate Membership Rewards Programme Terms and Conditions ("Agreement")

This Agreement sets out the Terms and Conditions under which American Express International Inc. will provide a Corporate Membership Rewards Programme for corporate entities in Japan.

#### 1. Definitions

"**American Express**", "**we**", "**our**" and "**us**" means Japan branch of American Express International, Inc., a Delaware Corporation, with a registered office at 4-30-16, Ogikubo, Suginami-ku, Tokyo Japan.

"**American Express Card Member**" or "**Card Member**" means the individual named on the Card.

"**Card(s)**" means the American Express Gold Corporate Card(s) and American Express Corporate Card(s) associated with the corresponding Card Account(s) and issued in Japan to a person named on the Card.

"**American Express Corporate Card Programme Agreement**" means the agreement entered into between American Express and the Company for the Company to use American Express Corporate Cards.

"**Authorised Third Party**" means the individual named on the Third Party Programme Authorisation Form who is nominated by the appointed Programme Administrator acting on behalf of the Company to carry out certain duties on the Programme Account as determined by American Express.

"**Card Account**" means an account established by us for a Card Member for the purpose of recording charges and operating a Card.

"**Company**", "**you**" or "**your**" means the Company, firm or business entity that has a Company Account and has completed an application for participation in the Corporate Membership Rewards programme, its successor or assignees.

"**Company Account**" means ledger established by us to record a Company's and our respective payment obligations to each other under the Corporate Card Service Terms and Conditions, including without limitation, obligations of the Company to pay charges on Card Accounts and obligations of the Company to pay us for fees, costs and other amounts due to us pursuant to our provision of the Corporate Card Service. Company Account is distinct from Card Accounts and cannot be used for the execution of Card transactions.

"**Corporate Membership Rewards Card Fee**" or "**Fee**" has the meaning given in clause 3.1.

"**Individual Membership Rewards Programme**" means the American Express Membership Rewards programme under which Card Members earn points at the individual level for their personal use based on their spend.

"**Insolvency Event**" means that the entity concerned has become subject to a voluntary arrangement with its creditors or has become subject to an administration order or has gone into liquidation or an encumbrance has taken possession of, or a receiver has been appointed to, any of the property or assets of the Company concerned or the Company has ceased, or threatened to cease to carry on business, or any similar event has occurred in any relevant jurisdiction.

"**Programme Account**" is the account held by a Company with us for participation in the Corporate Membership Rewards programme and against which points are recorded.

"**Programme Administrator**" has the meaning given in clause 9.1.

"**Programme Administrator Card**" is the Corporate Card held by the Programme Administrator and enrolled in the Corporate Membership Rewards Programme.

#### 2. Eligibility and Enrolment

- 2.1 A company may participate in the Programme and open a Programme Account subject to our approval. Card Members may only participate in the Programme if their company chooses to enrol their Cards in the Programme, subject to our approval. Eligibility requirements will be determined at our sole discretion and may change at any time.
- 2.2 A Programme Account cannot be linked to any other Programme Account. Points cannot be moved between Programme Accounts irrespective of whether they are operated by the same entity or entities within a corporate group. A Programme Account also cannot be linked to an Individual Membership Rewards Programme Account. A Card can only be enrolled in either the Corporate Membership Rewards Programme or the Individual Membership Rewards Programme, but not both.
- 2.3 Each Programme Account will be limited to a single company and must be within a single country and in a single currency.
- 2.4 Only the following Card products are eligible for participation in the Programme: American Express Gold Corporate Card and American Express Corporate Card. No other products are eligible for participation in the Programme, including, without limitation, Business Travel Account, Corporate Purchasing Card, and Corporate Meeting Card. A company must enrol the Card(s) it wishes to earn points into the Corporate Membership Rewards Programme. Enrolment in the Programme is not automatic and the Company shall notify us and complete all the necessary paperwork for enrolment.
- 2.5 Only Card Accounts kept in good standing (i.e., not overdue or in collection) are eligible for participation in the Programme. We reserve the right not to allocate points with regard to a Card Account which is overdue or where the Terms and Conditions applicable to such Card Account have been materially breached by you or the Card Member.

- 2.6 At any time, you must have at least one eligible Card enrolled in your Programme Account in order to maintain it. In the event that you no longer have any eligible Cards enrolled in your Programme Account, your Programme Account will terminate with immediate effect.

#### 3. Fees

- 3.1 The annual fee for participation in the Programme is determined by the number of Cards that are enrolled in the Corporate Membership Rewards programme. A fee of ¥2,000 per Card ("Corporate Membership Rewards Card Fee") and applicable tax is payable.
- 3.2 The Corporate Membership Rewards Card Fee will only apply to those Cards elected by the Company to be enrolled in the Corporate Membership Rewards Programme.
- 3.3 The Fee for each Card will be charged at the time of that Card's enrolment ("Enrolment Date") and then billed annually (the "Anniversary Date").
- 3.4 All applicable Fees will be charged to the Programme Administrator Card.
- 3.5 If you cancel your Programme Account in accordance with this Agreement, all Corporate Membership Rewards Card Fees will be refunded at the pro-rated amount. If an individual Card is removed from the Programme, the Corporate Membership Rewards Card Fee will be refunded at the pro-rated amount. All refunds will be applied to the Programme Administrator Card.

#### 4. Points Accrual

- 4.1 Except for promotional offers and the exclusions stated below, spend on Cards enrolled in the Programme will earn one (1) Corporate Membership Rewards point for every ¥100 charged and billed to a Card Account which is enrolled in the Corporate Membership Rewards Programme and is in good standing at the time of billing. With regard to the charges incurred at certain Service Establishments designated by American Express, point will be accrued at a rate of one (1) point for each ¥200.
- 4.2 At all times, points accrued in your Programme Account remain our property and do not constitute the property of the Company. Points are not transferable by operation of law or otherwise to any person or entity. Each Corporate Membership Rewards point has no cash redemption value, or other cash or monetary value except that which American Express may, in its sole discretion allow via certain redemption options.
- 4.3 Points cannot be transferred to any other Corporate Membership Rewards Programme or Individual Membership Rewards Programme Account.
- 4.4 When enrolling a Card into the Corporate Membership Rewards Programme that was previously enrolled in an Individual Membership Rewards Programme, any points already accrued under the Individual Membership Rewards Programme cannot be transferred to the Programme Account and must either be redeemed by the Card Member or they will be forfeited. You are responsible for informing the Card Member of the cancellation of their participation in Individual Membership Rewards Programme and that the Card Member has thirty (30) days from the date of cancellation to redeem, if necessary, their Individual Membership Rewards Programme points. However, if a Card Member has more than one American Express Card account enrolled in a single Individual Membership Rewards Programme Account, any points accrued in the Individual Membership Rewards Programme Account will remain valid and linked to the other American Express Card Accounts enrolled in the Individual Membership Rewards Programme. When transferring a Card to a Corporate Membership Rewards Programme from another Corporate Membership Rewards Programme within the same company, any points already accrued under the original Programme cannot be transferred to the new Programme.
- 4.5 From time to time we may offer the opportunity to accrue extra points for charges made at particular merchants or during a specific period of time. Such offers will be subject to this agreement as well as additional Terms and Conditions specific to the offer.

#### 5. Points Accrual - Exclusions

- 5.1 Points will not be accrued for:
  - 5.1.1 Charges processed, billed or prepaid prior to the Enrolment Date;
  - 5.1.2 Express Cash, or any other cash services or transactions;
  - 5.1.3 American Express Travellers Cheques purchases;
  - 5.1.4 Delinquency Charges;
  - 5.1.5 Fees incurred in connection with Revolving Payment;
  - 5.1.6 Annual Card fees, Corporate Membership Rewards Programme Fees and any other fees;
  - 5.1.7 Amounts charged, re-charged, or used on Edy, Mobile Suica, or SMART ICOCA;
  - 5.1.8 Charges for which we do not receive payment in full for any reason; and
  - 5.1.9 Any credits that are posted to a Card Account, including those arising from returned goods or services or from billing disputes. Any points accrued in your Programme Account will be reduced to reflect the amount credited, and will be deducted from future issued points if there are insufficient points in the Programme Account to cover the credit. If any credit resulting from a tax refund procedure associated with purchases outside Japan is made into a Card Account, the points will be adjusted in the similar manner.

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### 6. Points Expiration

- 6.1** There is no expiry date for points earned while in the Programme as long as the Company remains enrolled in the Programme.

### 7. Redeeming Rewards

- 7.1** Subject to clause 9, the Company will be able to view the balance of points accrued in your Programme Account by enrolling the Programme Administrator Card in "My Account" and logging into your Programme Account online. The Programme Administrator may also call Customer Services to obtain your balance. Only the Programme Administrator is authorised and able to access Programme Account information either via the online system or telephone servicing.

### 8. Programme Account

- 8.1** If any of the Card Accounts in the Programme are not in good standing, are overdue or are in breach of any terms or conditions applicable to any Card Account, the Company may not earn any further points in regard to such Card Accounts and any points accrued by the Company relating to the amount which is overdue may be forfeited. A Company's privilege to earn points may be removed, and the enrolment in the Programme, or the enrolment in the Programme of a particular Card Account, may be cancelled by us at our discretion.
- 8.2** If a Company cancels the Programme Account, the Company will have thirty (30) days from the date of cancellation to redeem any points accrued in the Program Account. After the thirty (30) days, any points accrued in the Programme Account, but not redeemed, will be forfeited and will not be capable of transfer, conversion or redemption.
- 8.3** If a Company or American Express cancels the American Express Corporate Card Programme Agreement for any reason, any points accrued in the Programme Account will be forfeited immediately and will not be capable of transfer, conversion or redemption.
- 8.4** If a Company cancels any Card(s) that earn points for the Programme Account and the Programme Account remains open, then those points earned by the cancelled Card prior to its cancellation will not be forfeited.
- 8.5** If a Company ceases all or substantially all of its operations for any reason or if a Company or its parent entity undergoes an insolvency event, the Company's Programme Account will terminate immediately and the points will instantly be forfeited.
- 8.6** If a Company Account is no longer in good standing or is under review by American Express for any reason, the Company will be prevented from redeeming any points in its Programme Account. The Company will, however, still be eligible to earn points. If the Company is brought back into good standing, it will be allowed to redeem its points. But if the Company is not brought back into good standing, the Company's Programme Account will be terminated and the points forfeited.

### 9. Redeeming Points for Rewards

- 9.1** The Company must select one (1) employee, who must be a current Card Member and have a Card enrolled in the Programme, ("Programme Administrator") who will be solely responsible for the management of the Programme Account.
- 9.2** To permit management of the Programme, only the Programme Administrator will be given the right to perform redemptions on behalf of the Company. The Company is solely responsible for all Programme management actions performed by the Programme Administrator or nominated Authorised Third Party and releases American Express and its parent, subsidiaries and affiliates from any and all liability regarding the redemption or use of rewards, or other participation in the Programme as managed by its appointed Programme Administrator or nominated Authorised Third Party. The Company warrants that the Programme Administrator or nominated Authorised Third Party notified by it to American Express is authorised to carry out activities in connection with the Programme on behalf of the Company.
- 9.3** It is the Company's responsibility to inform American Express of a change in Programme Administrator and follow procedures set by American Express to do so, such as completing the appropriate notification form. If the Company does not have a designated Programme Administrator, it will not be allowed to redeem points.
- 9.4** Redeemed rewards, whether authorised or unauthorised, are not refundable, exchangeable, replaceable, redeemable or transferable for cash, credit, other rewards or points under any circumstances, unless specifically permitted under this agreement.
- 9.5** Points may only be redeemed via the Corporate Membership Rewards Programme and in accordance with instructions provided by us from time to time. Certain restrictions apply to some rewards. Should additional Terms and Conditions apply to the redemption of points for certain rewards, such Terms and Conditions will be notified in advance of redemption.
- 9.6** All rewards are subject to availability and restrictions may apply. Certain rewards are available only during limited time periods. In the case of merchandise rewards that American Express provides and that are not available, we reserve the right to substitute merchandise that we determine is of equal or greater value or credit points into the Company's Program Account at our sole option and discretion.
- 9.7** We are not responsible or liable for any lost or stolen rewards, reward certificates, vouchers or tickets.
- 9.8** Claims for undelivered merchandise, gift card or voucher rewards must be raised within thirty (30) days post redemption; after this time no claims will be accepted. This does not affect your statutory rights.

### 10. Redeeming Points for TripFlex

- 10.1** Subject to this Agreement, the Company is eligible to redeem points for credit to a Card of your choice, which is enrolled in the Programme, for qualified travel purchases under the TripFlex rewards option ("TripFlex rewards"). "Qualified Travel Purchase" means a purchase made using any Card enrolled in the Programme at an

airline, hotel, car rental company, cruise line, travel agency, tour operator or online travel website submitted by a merchant and recognized by American Express's systems under an appropriate industry code or identifier for the above-listed categories and includes related taxes, booking fees, airport fees and travel insurance premiums.

- 10.2** Subject to these Terms and Conditions, the redemption of points will be awarded to the Company in the form of a credit to a Card of your choice which is enrolled in the Programme provided that the Qualified Travel Purchase was originally charged to that Card. Such credit to Qualified Travel Purchase shall be subject to a conversion rate established by American Express.
- 10.3** The Company must redeem a minimum of 1,000 points at one time.
- 10.4** Any credit to a Card of your choice which is enrolled in the Programme shall not exceed the amount of the Qualified Travel Purchase charged on the card within the past twelve (12) months. Points cannot be redeemed for an amount of credit that is greater than the outstanding balance of the Card Account.
- 10.5** Points can only be redeemed for credit in respect of a Qualified Travel Purchase subject to standard payment terms and once it has been posted to that Card Account and must be redeemed within twelve (12) months after it has been posted.
- 10.6** Notwithstanding the previous paragraph, American Express reserves the right to further restrict the time frame in which Qualified Travel Purchases are eligible for reimbursement through certain redemption channels.
- 10.7** American Express reserves the right to restrict credits if the Card Account has or will have a credit balance or in any other circumstances that American Express determines at its sole option and discretion.
- 10.8** A Card Account may not be credited until a subsequent billing period after such redemption request. Company may not withhold any payment due on that Card Account based upon the Company's expectation of receiving a future billing statement credit.

### 11. Redeeming Points for Flexible Savings

- 11.1** Subject to this Agreement, a Company may redeem points for a credit on the Company Account under the 'Flexible Savings' reward option. Such credit on a Company Account shall be subject to a conversion rate established by American Express. All credits for which you redeem points will be posted onto a Card of your choice that is enrolled in the Programme.
- 11.2** Points cannot be redeemed for an amount of credit that is greater than the outstanding balance of the Card you chose according to the preceding paragraph.
- 11.3** The Company must redeem a minimum of 1,000 points at one time.

### 12. Redeeming Points for Gift Cards, Certificates and Vouchers

- 12.1** Subject to this Agreement, a Company may redeem points for Gift Cards, Certificates and Vouchers provided by American Express for this Programme (collectively "Certificates"), which may not be combined with any other promotional offers from American Express or participating merchants. Unless stated otherwise on the Certificate, only one (1) Certificate may be used per purchase.
- 12.2** Certificates are valid at participating merchants only, until the expiration date printed on the Certificate.
- 12.3** Certificates must be used in accordance with the merchant's Terms and Conditions.
- 12.4** Certificates must be surrendered at redemption, and no photocopies of certificates will be honoured.
- 12.5** Fulfilment of Certificates is the sole responsibility of the participating merchant, not American Express.
- 12.6** Certificates are not valid toward previous purchases, and cannot be used as payment on existing account balances with either the participating merchant or American Express.
- 12.7** Certificates are transferable only where specifically stated. The Company must check Certificate Terms and Conditions as applicable.

### 13. Limitation of Liability

- 13.1** To the fullest extent of the law, American Express makes no warranties or representations, either express or implied and expressly disclaims any and all liabilities with respect to type, quality, standard, fitness or suitability for any purpose of rewards provided under the Programme. Warranty claims should be directed to either the supplier or service provider of the reward product or service in accordance with their warranty information (if applicable). American Express will provide the Company with such proof of purchase information as reasonably available to allow the Company to pursue such claims.
- 13.2** Under this Agreement, American Express expressly disclaims any and all liabilities for any indirect or consequential damages or losses, including loss of profit and loss of data where such damages or losses are determined to be an indirect or consequential damage or loss.
- 13.3** American Express's liability is limited (at our option) to supplying the goods or services again or in paying the equivalent cost of supplying the goods or services again.
- 13.4** Nothing in this Agreement shall exclude or seek to exclude any liability to the extent that such exclusion would contravene applicable law.
- 13.5** By redeeming rewards, the Company releases American Express and its parent, subsidiaries and affiliates from any and all liability regarding the redemption or use of rewards, or other participation in the Programme.
- 13.6** Where points are used for travel bookings or arranging all transport, sightseeing, hotel accommodation and other travel-related services for the Company, American Express does not own, manage, control or operate any supplier of services, and all coupons, receipts and tickets that the Company are issued with will be subject to the Terms and Conditions specified by the supplier of that coupon, receipt or ticket. By accepting the coupons and tickets and utilising the services, the Company

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agrees that American Express shall not be liable for any loss, injury or damages to the Company or its belongings or in connection with any accommodation, transport or other services or resulting directly or indirectly from occurrences beyond our control, including but not limited to breakdown in equipment, strikes, theft, delay or cancellation or change in itinerary or schedule. Travel documents, if necessary, and compliance with customs regulations, if applicable, are the sole responsibility of the Company.

- 13.7** All discrepancies or disputes (which may include, but are not limited to, enrolment of a Company in the Programme, enrolment of a Card Member in the Programme, points balance, points for accrual or redemption of points for rewards, including transfer of points) under this Agreement shall be resolved by us at our discretion. In any event, such discrepancies must be raised and brought to our attention within twelve (12) months of the discrepancy or disputed point. If a Company or Programme Administrator fails to address any discrepancies or disputes within such time period, American Express has no obligation to rectify any such discrepancy or dispute in relation to this Programme.
- 13.8** Those benefits which accompany Card use, such as Travel Accident Insurance and Shopping Protection, do not apply to goods or services to be received as redemption under the Program.

### 14. Communications and Changes to These Terms

- 14.1** Statements, notices (which include changes to this Agreement), disclosures and other communications (together called "Communications") will be sent to the Programme Administrator via post, electronically via email, or made available online. You must maintain a valid phone number and mailing and email addresses in our records for your Programme Account.
- 14.2** American Express may rely on communications from the Programme Administrator or Authorised Third Party as communications from the Company and may act on such communications accordingly. The Company agrees that communications from American Express to the Programme Administrator or Authorised Third Party will be considered communications to the Company.
- 14.3** You agree that we may communicate to you by electronic means any communications for our products and services and all such communications will be considered to have been provided in writing. All electronic communications that we provide will be deemed to be received on the day that we send the notification email and/or post the electronic communication online even if you do not access the electronic communication for any reason.
- 14.4** You agree that we may send the communications (including any changes to this Agreement) by any lawfully permitted electronic manner, including email, posting them on an American Express website, through links provided on a communication, or by verbal communication through representatives working on behalf of American Express or any combination of these or other means and you agree that it is your responsibility to access all such communications.
- 14.5** You must inform us immediately if you change the address or other contact information (such as postal or email address) you have given us. If we have been unable to deliver any communications or these have been returned, we will consider you in breach of this Agreement and we may stop attempting to communicate with you until we receive accurate contact information. We are not responsible for any failure to receive any communication if we send it to the address or in accordance with other contact information for your Programme Account appearing in our records or if we do not send the communication because previous communications have been undeliverable.
- 14.6** You must also inform us of any changes to other information previously provided to us such as information you provided when you applied for your Programme Account. You also agree to give us any additional information and support documentation that we request or as required by law.
- 14.7** American Express reserves the right to terminate the Programme at any time for cause or non-cause. American Express also reserves the right to change the Programme Terms and Conditions at any time.
- 14.8** American Express will inform you at least thirty (30) days in advance of any material changes to these terms or of termination of the Programme. You will be deemed to have accepted the changes unless you notify us in writing prior to the date on which the changes will take effect that you do not accept the changes. If you do not accept any changes to this Agreement, you can end this Agreement immediately before the date on which the changes will take effect by cancelling your Programme Account.
- 14.9** American Express reserves the right to modify or cancel any reward at any time. Any additional travel or accommodation arrangements made in connection with any reward will be the sole responsibility of Company.

### 15. Privacy and Personal Information

- 15.1** In accordance with this Agreement, American Express may, at any time, disclose information about a Company's Programme Account to companies or third parties within the American Express group of companies worldwide and to our suppliers and to organisations who accept the Card in order to administer and service your Programme Account and manage any benefits in which the Company is enrolled. American Express group may monitor and/or record telephone calls to and from us, either ourselves or by reputable organisations selected by us, to assure consistent servicing levels and account operation.

- 15.2** The Company agrees and must obtain the unambiguous and informed consent of all Programme Administrators, Card Members and other directors, employees and contractors to the use of their personal data as set out in the American Express Corporate Card Service company Terms and Conditions or the Card Member Information and consent Terms and Conditions, except where these persons have already provided their consent directly to us, for example, by agreeing to the Card Member Terms and Conditions or under the American Express Corporate Card Service company Terms and Conditions.

### 16. General

- 16.1** Should there be a conflict between our Terms and Conditions in this Agreement and a merchant's Terms and Conditions or the Terms and Conditions of any other supplier or service provider associated with the Programme, the Terms and Conditions of this Agreement shall prevail.
- 16.2** Fraud and abuse relating to the earning of points in the Programme or redemption of rewards may result in forfeiture of points as well as cancellation of the Programme Account. Company is solely responsible for any fraud or abuse relating to the accrual of points in the Programme or redemption of rewards by employees or any third parties contracted by the Company whether authorised or unauthorised.
- 16.3** The Company is solely responsible for any government tax, duty or other charge imposed by law in any country in respect of the Programme, your participation in the Programme, any points acquired or redeemed or any other transaction within the Programme.
- 16.4** The Company is advised to consult their accountant or tax advisor to understand any tax implications as a result of participating in the Programme.
- 16.5** The Programme Account is not transferable.
- 16.6** The failure of American Express to enforce a particular term or condition does not constitute a waiver of that term or condition by us.
- 16.7** In the event that a participating merchant intends to terminate its participation in the Programme, American Express may limit the number of points convertible into rewards offered by that merchant prior to termination.
- 16.8** Assignment
- 16.8.1** Transfer by us: We may assign any of our rights under this Agreement. We may also transfer our obligations under this Agreement to any third party provided we are reasonably satisfied that there will be no detriment to you in the transfer. You agree that we may disclose any information or documents we consider necessary to help us exercise any of these rights.
- 16.8.2** Transfer by the Company: Company rights under this Agreement may not be assigned without our prior written consent.

### 17. Applicable Law and Jurisdiction

- 17.1** The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of Japan. Any dispute under or in connection with this agreement shall be subject to the exclusive jurisdiction of the Japan courts to which the parties to this Agreement hereby submit.
- 17.2** Nothing in this Agreement shall prevent American Express from applying to the courts of any other country for injunctive or other interim relief.

