

IMPORTANT

Before you use your American Express Corporate Card, please read these Terms and Conditions ("Conditions") thoroughly. If you keep or use the Card, you will be agreeing to these Conditions and they will govern your use of the Card. If you do not wish to accept these Conditions, please destroy the Card as soon as possible.

1) DEFINITIONS

In these Terms and Conditions, please remember that the words **'you'**, **'your'** and **'Card Member'** mean the individual who is designated by the Company as the user of the Card and who have applied for membership upon approval of these Conditions and whose name is stamped on the Card. The words **'we'**, **'our'** and **'us'** means American Express International, Inc., Japan branch office. **'Card'** means the American Express Corporate Card bearing your name. **'Card Member Account'** means an account that we open for each Card Member for the purpose of managing Charges. **'Charge'** means a transaction made with or charged with the Card, whether or not a Record of Charge Form is signed for such transactions, and also includes fees, late payment charges, taxes and all other amounts you and/or the Company have agreed to pay us or to be liable for under these Conditions. **'Company'** means the company, firm, or organization who retains an account with us for our Corporate Card services. We issue the Card to you upon the request of the Company. **'Merchant'** means a business or organization which accepts the Card. **'Unauthorized Charges'** are Charges that did not benefit either you or the Company and which were incurred by someone who was not the Card Member and who had no actual, implied, or apparent authority to use the Card. **'Contact Person'** means the person in charge of communication and coordination between the Company and us regarding the procedures for applying for membership of the Card Member, various notifications (including renewal of Card Member information), cancellation procedures, and other procedures for Card Members, and who is an employee designated in writing by the Company.

2) SIGNING THE CARD

For identification and to prevent misuse, you agree to sign the Card as soon as you receive it and before using it.

3) LIABILITY FOR CHARGES AND AUTHORIZING OFFICER/CONTACT PERSON

- Unless otherwise agreed to by and between the Company and us, you shall be liable for all Charges arising from the use of your Card except for Unauthorized Charges subject to the following Section and Corporate Express Cash Charges which are subject to separate terms and conditions.
- You agree in advance that the Authorizing Officer or the Contact Person may perform various notifications (including renewal of Card Member information), cancellation procedures, and other procedures on behalf of the Card Members.

4) LIABILITY FOR UNAUTHORIZED CHARGES

Unless the Company and us agree otherwise on the handling of Unauthorized Charges, you are liable for Unauthorized Charges in the following circumstances:

- If you or the Company fail to comply with these Conditions or to protect your Card, Card number, or codes as required under "Use of the Card";
- Where you or the Company contributed to, were in any way involved in or benefitted from the theft, loss or misuse of the Card; and/or
- Where you or the Company failed to notify us as required under the "Lost, Stolen or Misused Card" Section.

5) USE OF THE CARD

You may only use the Card in accordance with these Conditions within the validity dates shown on its face. You must not give the Card or your account number to others or allow them to use it for Charges, collateral, identification or any other purpose. Also, you are not permitted to allow any other person to use or receive the Card number, Card Member name, Card expiration date or any other information embossed or printed on the front of your Card. The Card and the Card Member Account may only be used by yourself. You shall take sufficient measures to ensure that the Card is not made available to others and pay due attention to the security control of the Card and the maintenance of confidentiality of detailed information relating to the Card. You must not return any goods, tickets or services obtained with the Card for a cash refund, but you may return them to a Merchant to credit to the Card account, if that Merchant agrees or is obliged to do so. You shall not obtain a credit to the account for any reason other than as a refund for goods or services previously purchased with the Card. You must not use the Card if a petition for winding-up of the Company is issued (unless the petition is no longer in force), or if the Company passes a resolution for its liquidation or has a receiver appointed over any of its assets. You must not use the Card if you do not honestly expect that your account will be paid in full on receipt of your monthly statement. You acknowledge and agree in advance that we have the right to refuse authorization for specific card use without cause or prior notice, and that we shall not be liable to you or anyone else for any loss or damage resulting in such disapproval. You may not use the Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Japan or any country where the Card is used or where goods or services are provided. You shall register a PIN, online password or any other codes related to the use of your Card (called "Codes") with us. In the event that you do not register the Codes with us, or we deem your registered Codes inadequate, we may register a code on your behalf and notify you. Registration, designation and use of the Codes will be performed in accordance with the procedures set forth by us. To protect your Codes, you must ensure that you:

- memorize the Codes;
- destroy our communication informing you of the Codes (if applicable);
- do not write the Codes on the Card;
- do not keep a record of the Codes with or near the Card or account details;
- do not disclose the Codes to anyone;
- if you select a code, do not choose a code that can easily be associated with you such as your name, date of birth or telephone number; and
- take care to prevent anyone else seeing the Code when using the Codes.

You have the responsibility to take a good manager's due care to ensure that the Codes do not become known to others. You will be liable for all transactions in which your code was used at the time of the transaction. However, if you can prove that you did not intentionally or negligently fail to manage your Codes the previous shall not apply. You may change your Codes by following procedures separately established by us. However, to change the PIN on an IC Card, the Card must be re-issued. You may use your Card to purchase goods, rights and services Merchants. When presenting a Card for use at a Merchant, you will be instructed by the Merchant to either: sign, with the same signature on the reverse side of your Card, on a record of charge form detailing each Charge incurred by use of the Card, enter a code on the Merchant's terminal, or provide both a signature and a code. However, the Merchants or Amex will prepare a record of charge without the Card Member's signature, after confirming the Card Member's intent to use the Card for the following transactions:

- transactions conducted through telephone, mail order or internet;
 - transactions which Amex and Merchants have determined may be conducted without the Card Member's signature;
 - other transactions as we may designate from time to time.
- You may authorize Merchants to use the Card number registered by you in advance to pay Charges (hereinafter referred to as 'Recurring Charges') pertaining to the purchase of goods or provision of services that are periodically or repeatedly made. You and the Company agree in advance that, in accordance with the contents of the Merchant Agreement between us or a party who is entrusted by us with the merchant services and Merchants, the receivables of the Merchant to the Company or you arising as a result of the transaction using the Card at the Merchant shall be (1) transferred from such Merchant directly or through a third party to us, or (2) paid in advance under a contract with the Company or you. In addition, you and the Company agree in advance that you and the Company will not assert any defense (including, but not limited to, defense of simultaneous performance, defense of set-off, defense of invalidity, rescission, or cancellation, and defense of extinctive prescription) that you and the Company have with the Merchant in the course of the transfer as set forth in (1) above. You may use the Card only for business purposes. Provided, however, that even if you use the Card in breach of the aforementioned, you shall be naturally obliged to pay for such use unless otherwise specifically agreed upon between the Company and us.

6) RESPONSIBILITY FOR CHARGES – TIMELY PAYMENT

Payment for all Charges is due and payable to us by due date indicated on each of our monthly statement by you or the Company. You and/or the Company, depending on a payment method selected by the Company, are bound to make payment for the full amount shown in the monthly statement. Unless the Company and us agree that all the payments be made in a lump sum by the Company, we will prepare a monthly statement for Charges which were incurred on your Card up to the closing date of each month determined by us. By registering certain required information on our website, you must access and confirm each monthly statement prepared for you. If your e-mail address is registered with us in advance, an e-mail notifying that a monthly statement is ready will be sent to such address. Notwithstanding the foregoing, we may send printed monthly statements to you by mail if it is mutually agreed with you or in other cases as we deem necessary.

7) PAYMENTS

- You and/or the Company, depending on a payment method selected by the Company, must always pay us in Japanese Yen. Those who opted for automatic transfer from your bank account shall agree that in the event such direct debit fails on the payment date, we may, in accordance with agreements with certain financial institutions, re-try a direct debit for all or a part of the applicable Charges.
- If we accept late or part payments or any payment described as being in full or in settlement of a dispute, we shall not lose any of our rights under these Conditions or at law, and it does not mean we agree to change these Conditions.
- We may credit part payments to any of your outstanding Charges at our discretion.

8) FEES & CHARGES

Fees and Charges applicable to a Card are outlined in the attached Fee Schedule and will appear as Charges on the Card. Various service related fees may be charged if you elect additional services from us. Any such fee will be disclosed to you at the time of accepting the service. We may also charge fees to a Card for services that we provide to you that are not covered by these Conditions, for example (and by way of illustration only) fees for participating in the Membership Rewards® Program. We reserve the right to make changes to the attached Fee Schedule as provided under "Changing these Terms and Conditions".

9) LATE PAYMENT CHARGES

If your account is not paid in full by the due date indicated on each monthly statement, you are in default. Therefore, you acknowledge that we may suspend or cancel your charge privileges, and you agree that we may charge you late payment charges as follows:

- If we do not receive full payment of the 'Total due' billed on your monthly statement by the due date, the unpaid balance will be identified as an 'Overdue' amount.
- Late payment charges will be charged on any Overdue amount which is identified in the following month's statement and will be billed in that statement.
- The Overdue amount may include any unpaid late payment charges billed on previous statements.
- The amount payable is set out in the attached Fee Schedule.

10) DISHONORED PAYMENTS

If we receive a check, draft, direct debit or other payment instrument from the Company and/or you which is not honored in full, you and/or the Company agree to pay us the dishonored amount plus our reasonable collection costs and legal fees, except as prohibited by law. If you have agreed to pay your account by direct debit, this also applies to any debit instruction we give to your bank which is not paid in full. The amount payable is set out in the attached Fee Schedule.

11) RENEWAL CARDS

Unless the Company or you cancel the Card, we shall issue you with a renewal Card when the current Card expires and we deem that the renewal of your Card membership is appropriate, and you and/or the Company agree to pay the annual Card fee as outlined in the attached Fee Schedule, when we bill you.

12) RECURRING CHARGES

Pursuant to the provisions of Section 5, when you make a payment using the Card number for which you have registered in advance for periodic Card usage fees, etc. ("Recurring Charges"), you shall, at your own responsibility, contact the Merchant and provide updated information on the Card or information on the Card's cancellation and alternate payment methods so that the payment for Recurring Charges or the provision of goods and services will be carried out without delay in the case of a replacement Card or cancelled Card. You will be liable for Recurring Charges incurred on a cancelled Card. To stop Recurring Charges, you must have the right to do so by law or under your arrangement with the Merchant and you must advise the Merchant in writing or in another way permitted by the Merchant. Notwithstanding the foregoing, you understand and agree that we may, on your behalf, notify certain Merchants (including their third party settlement organizations and etc.) of a change to the Card number or expiry date as well as invalidity of the Card.

13) BILLING ADDRESS

You and/or the Company must notify us immediately of any change in the Company name, billing address or email address. If we send statements directly to you, you must notify us immediately of any changes in your name, billing address or email address. With respect to such change in the notified matters, any notice by the Authorizing Officer or the Contact Person registered with us shall also be deemed as a notice by you. We may charge an additional annual administration fee where any billing address is outside Japan.

14) PROBLEMS WITH BILLS OR PURCHASES

You are responsible for confirming the correctness of your monthly statement. In the event that you find any objectionable item in a monthly statement, you must notify us by the later of (i) two (2) weeks from the date on which the monthly statement becomes ready for your confirmation through our website or is received by mail or (ii) one (1) week before a payment due date indicated in each monthly statement. If such timely notification is not given to us, you shall be deemed to have acknowledged the correctness of the monthly statement. If a Merchant issues a credit for a Charge, we will credit the amount to your account on receipt. If a problem cannot be resolved immediately then pending resolution of the problem, we may agree to place a temporary credit on any disputed amount, but you and/or the Company must pay us for all other Charges. Unless required by law, we are not responsible for goods or services obtained with the Card, or if any Merchant does not accept the Card. You must raise any claim or dispute directly with the Merchant concerned. Neither you nor the Company is entitled to withhold payment from us because of such claim or dispute. You agree that if requested to do so you shall provide us with written confirmation in relation to your claim of Unauthorized Charges including without limitation, supplying any or all of the following, a statutory declaration, an affidavit of forgery and/or a copy of an official police report. By reporting the existence of Unauthorized Charges, you agree to allow American Express to release any information that you have provided or which is the subject of an investigation into the Unauthorized Charges to the police and any other investigative or statutory authority. You also agree that when requested you shall provide all reasonable assistance and relevant information to us and/or the police in relation to your claim of Unauthorized Charges.

15) SUBROGATION

If a Merchant does not provide you with goods or services purchased by use of the Card, we may at our discretion credit your account for the amount charged. If we do so, you, by these Conditions, appoint us as your attorney to pursue any right you may have against the Merchant in your name, but at our cost, including but not limited to voting and proving in any insolvency, administration of, or commencing any proceedings against, the Merchant. You agree to assign to us on demand any such rights.

16) LOST, STOLEN OR MISUSED CARD

You must notify us immediately if:

- a Card is lost or stolen,
- a renewal Card has not been received,
- someone else learns the Codes, or
- you suspect that your account is being misused.

If a Card that you have reported lost or stolen is later found, you must destroy it and use the replacement Card.

17) CHARGES MADE IN FOREIGN CURRENCIES

If you make a Charge in a currency other than Japanese Yen, that Charge will be converted into Japanese Yen by American Express Exposure Management Ltd. ("AEEML"). The conversion will take place on the date the Charge is processed by American Express, which may not be the same date on which you made your Charge as it depends on when the Charge was submitted to American Express. If the Charge is not in U.S. dollars, the conversion will be made through U.S. dollars, by converting the Charge amount into U.S. dollars and then by converting the U.S. dollar amount into Japanese Yen. If the Charge is in U.S. dollars, it will be converted directly into Japanese Yen. Unless a specific rate is used by convention or local custom relevant to the Charge, or a specific rate is required by applicable law, you understand and agree that the American Express treasury system, owned and managed by AEEML, outside Japan, will use conversion rates based on interbank rates that it selects from customary industry sources on the business day prior to the processing date, increased once by a conversion commission set out in the attached Fee Schedule. The conversion commission is earned by American Express Travel Related Services Company, Inc. and/or its affiliate(s). If Charges are converted by third parties prior to being submitted to American Express, any conversions made by those third parties will be at rates selected by them and may include a commission selected by them. The conversion to Japanese Yen of (i) any foreign currency Charges which have been cancelled, and (ii) any value-added tax refunds will be conducted by the date on which such cancellation is processed by American Express, in accordance with this Section. Notwithstanding the terms set out in this Section, above, certain foreign Merchants may display a Charge amount in Japanese Yen, calculated using their own unique exchange rate, alongside the Charge amount in a foreign currency. If you choose this converted Japanese Yen amount displayed by the Merchant as the Charge amount, the Charge amount billed to you will be this Japanese

Yen amount. If you cancel such transaction, there is a possibility that the cancelled amount will be in a foreign currency, requiring conversion into Japanese Yen. In such an instance, the conversion to Japanese Yen will be conducted in accordance with this Section.

18) CASH OR TRAVELERS CHECKS

You cannot use the Card to obtain cash from ATMs or travelers checks unless you enroll in our programs covering these facilities. Those programs are governed by separate agreements.

19) PERSONAL INFORMATION

19.1 Collection, Retainment, Use, Supply of Personal Information

- (1) Card Members and applicants who use the Card ("Persons") agree that we may, in accordance with our established measures of protection, collect, retain, and use their personal information set forth below, for the purposes of judging the credit risk of transactions with Persons, including transactions under these Terms and Conditions (including applications under this Contract), managing credit which we have extended (including demanding a payment when it is overdue, transferring of receivables, etc.), and offering benefits and services accompanied with the accounts and/or Cards:
 - (a) Persons' name, age, birthday, gender, address, telephone number, email address and any other contact information, place of employment, family, residence status, and any other information which Persons filled in on relevant application forms, etc. (including the reported changes);
 - (b) dates of application and contract, product name, contract amount, the number of installments, and information on use of accounts/Cards at Merchants under this Contract;
 - (c) outstanding amount of obligations and monthly status of repayment after the payment under this Contract has commenced;
 - (d) Persons' property, debts, income, expenditure which Persons declared, and information on credit history and status of repayment which we collected, for the purpose of our investigating Persons' current or future credit risk under this Contract;
 - (e) information set forth in documents which are required to verify identification under the Law Concerning Prevention of Transfer of Criminal Proceeds, and information set forth in an income certificate, etc. which Persons submitted to us;
 - (f) contact information, including a forwarding address after move, place of employment, or telephone number, which is collected by us or a party who is contracted by us, and information available on Persons' residence certificate or a copy/extract of Persons' family register which is legally issued;
 - (g) information available in official gazettes or telephone directories, or disclosed to the general public; or
 - (h) other information directly disclosed by Persons or known to us in the course of inquiries from Persons (including phonetic information by means of recording conversation with Persons).
- (2) Persons agree that we may use personal information for the purposes set forth below, in addition to those purposes set forth in **Section 19.1(1)** above. Details of our business shall be disclosed on our website.
 - (a) provision of basic functions and ancillary services of a credit card;
 - (b) communication with Merchants and its management, in connection with a credit card;
 - (c) introduction of the businesses of Amex, its subsidiaries or Merchants, that is conducted by mail, telephone, e-mails, etc.;
 - (d) sale and solicitation with regard to financial products or services of Amex, its subsidiaries, or its affiliates;
 - (e) provision of accident insurance, life insurance, mutual aid insurance, and services related or accessory thereto, that is conducted by Amex as an agency under a contract with each insurance/mutual aid provider; provided that purposes of use by each such provider shall be set forth in its website;
 - (f) market research, compiling of statistics, or development of new products, to the extent that is related to our business;
 - (g) in connection with requested travel arrangement, arrangement of, and procedures to receive, services to be provided by a transportation or lodging service company, etc.;
 - (h) response to inquiries or requests, improvement of the level of service, and communication to Persons (including communication related to Charges);
 - (i) execution of rights and obligations of Amex under the laws; or
 - (j) other purposes with regards to which we separately obtain Persons' consent.
- (3) Persons agree that, for the purposes set forth in **Sections 19.1(1) and 19.1(2)** above, we may use personal information set forth in **items (a) through (h) of Section 19.1(1)**, above, jointly with the following parties:
 - (a) companies whose decisions relating to its financial or business matters are under our direct or indirect control, or companies who has a direct or indirect control over our decisions relating to the financial or business matters, and companies who are under a similar control of any of such companies; or
 - (b) companies whose name or logo mark is indicated on the Cards.
We have the responsibility to manage such information.
- (4) Persons agree that, in the following cases, we may disclose to the recipient set forth below, and such recipient may use, personal information set forth in **items (a), (b) and (h) of Section 19.1(1)**, to the least extent required for the achievement of the following purposes:
 - (a) in the case of disclosure which is made by forwarding personal information by electronic means, etc. to a transportation or lodging service company or, only when necessary, a travel agent, for the purpose of travel arrangement, etc. upon Persons' request;
 - (b) in the case of disclosure which is made to a service providing company for the purpose of provision of accessory services of a credit card (including reservations at restaurants or use of mileage program) upon Persons' request; or
 - (c) in the case of disclosure which is made, to the Company or a third party designated by the Company, for the purpose of analysis of the management and optimization of business travels or other business expenses as well as for various procedures related to the Card, etc.
- (5) Even in the case where we use or disclose personal information to the extent agreed by Persons in **items (c) and (d) of Section 19.1(2)**, when Persons request the cessation of such use or disclosure, we will take necessary steps to cease the use or disclosure thereafter; provided, however, that introduction of business which is inserted in, or forwarded together with, the Card or Statements.

(6) With regard to email addresses of Persons, Persons agree that for the purpose of protection against unauthorized use, Amex may provide the email addresses to a person or company in a foreign country for their countercheck against a system which such person or company owns to detect unauthorized uses, and that the email addresses may be retained within such system and used by such person or company for the purpose of protection against unauthorized use.

19.2 Use of, or Registration with, Credit Information Organizations

- (1) With regard to credit information organizations which we may use and register certain information with, Persons consent to the following; provided, however, that in case where the Company, under its agreement with us, bears all the liabilities arising from your use of the Card, this **Section 19.2** shall not apply:
- (a) In order to make judgment with regard to credit transactions with Persons, we may refer to credit information organizations to which we belong (namely, persons who conduct as their business collecting of information related to individuals' payment/repayment ability and providing such information to their affiliated members) ("Member Credit Organizations") or other credit information organizations affiliated with such Member Credit Organizations ("Affiliate Credit Organizations"), and if personal information on Persons is registered, we may use such information. Provided, however, that any information relating to an individual's payment/repayment ability which is registered with Member Credit Organizations or Affiliate Credit Organizations shall not be used for any purpose other than check of payment/repayment ability, pursuant to applicable laws and regulations.
- (b) The Information to be Registered as set forth in the chart below (Persons' personal information to verify his or her identity and the objective facts of transactions under this Contract) shall be registered with Member Credit Organizations for periods specified in the chart below, and may be used by members of Member Credit Organizations or Affiliate Credit Organizations for the purpose of checking Persons' payment/repayment ability.
- (c) Personal information registered at Member Credit Organizations pursuant to the previous paragraph (b) may be mutually provided or used among Member Credit Organizations, Affiliate Credit Organizations, and members of those organizations, for the purposes of and within the scope required for the protection and fair use of such information such as maintaining the accuracy, updating, resolving complaints, monitoring the compliance of members of those organizations, etc.
- (2) The names, contact numbers, etc. of the credit information organizations, as well as types of information to be registered and periods of registration, are set forth below. If we intend to belong to a new credit information organization to refer to and use registered information, we will notify Persons by a written notice, etc. and follow the designated processes in accordance with applicable laws and regulations.

● Names and contact numbers, etc. of Member Credit Organizations

Name: CIC
(a Designated Credit Information Organization under the Moneylenders Law and the Installment Sales Law)
Address: Shinjuku First West, 1-23-7 Nishishinjuku, Shinjuku-ku, Tokyo 160-8375
Telephone No.: 0570-666-414 URL: <https://www.cic.co.jp>

Name: Japan Credit Information Reference Center Corp.
(a Designated Credit Information Organization under the Moneylenders Law)
Address: Sumitomo Fudosan Ueno Building 5 Gokan 1-10-14 Ueno, Taito-ku, Tokyo 110-0014
Telephone No.: 0570-055-955 URL: <https://www.jicc.co.jp>

● Name and contact number, etc. of Affiliated Credit Information Organization

Name: Japanese Bankers Association, Personal Credit Information Center
Address: 1-3-1 Marunouchi, Chiyoda-ku, Tokyo 100-8216
Telephone No.: 03-3214-5020
URL: <https://www.zenginkyo.or.jp/pcic/>

● The information to be registered and the period of registration

Information to be registered	Credit Information Organization to register with and period of registration	
	CIC	Japan Credit Information Reference Center Corp.
(1) Personal information such as name, birth date, gender, address, telephone number, place of employment, driver's license number, identity verification document number, etc.	During the period any of the information listed in (2), (3), or (4) is registered	
(2) Fact of having applied relating to this Contract	For 6 months from the date on which we made an inquiry to the organization	Within 6 months from the date on which we made an inquiry to the organization
(3) Objective facts of transactions relating to this Contract	During the period a contract is valid and within 5 years after termination (or if settlement is not complete, after full payment)	During the continuation of a contract and within 5 years after termination (provided, however, that in the case of information pertaining to the fact of transferring of receivables, within 1 year from the date of occurrence of such fact)
(4) Facts of delayed payment for obligation	During the period a contract is valid and for 5 years after termination (or if settlement is not complete, after full payment)	During the period a contract is valid and within 5 years after termination (or if settlement is not complete, after full payment)

The information we register include the name, birth date, gender, address, telephone number, place of employment, driver's license number, identity verification document number or other identifiable information, date and type of contract, payment dates, contract amount, line of credit amount, installment number for payment, unpaid balance, expected date of full payment, payment status (including facts of termination, full payment, etc.), and other information designated by each Member Credit Organization.

* For the updated information with regard to credit information organizations we belong to, please visit our website.

- * Certain of Personal Information which we register with Member Credit Organizations may be provided to other members of such Member Credit Organizations.
- * Any Member Credit Organization that is designated as one of the "designated credit organizations" under the Moneylenders Law and/or the Installment Sales Law may, upon request by a member of other "designated credit organizations" provide a part of Personal Information registered with such Member Credit Organization.

19.3 Disclosure, Correction, or Deletion of Information

- (1) Persons may demand, in accordance with the Personal Information Protection Law and by the method prescribed therein, that we or Member Credit Organizations disclose personal information on themselves.
- (a) For demands to Amex, please inquire at our Membership Service Center, American Express International, Inc., 4-30-16 Ogikubo, Suginami-ku, Tokyo 167-8001, Japan; Telephone No. 0120-974990; URL: <https://www.americanexpress.co.jp>
- (b) For demands to credit information organizations, please inquire at each organization set forth in Section 19.2(2), above.
- (2) In the event that any of the personal information is found to be untrue, we will immediately correct or delete such information upon request.

19.4 In Case of Disagreement

In the event that Persons do not wish to fill in any item required for application for membership, or in the event that Persons do not approve all or a portion of the treatment of personal information as set forth herein, we may decline membership or take procedures to cancel the membership; provided that this shall not apply to the cases where Persons do not approve **items (c) and (d) of Section 19.1(2)**.

19.5 Events of Contract Not Concluded or Membership Withdrawn or Revoked

- (1) If this Contract has not been concluded, the fact of application shall, in accordance with Sections 19.1 and 19.2(1)(b), be used for a certain period but shall not otherwise be used, regardless of the reason for non-conclusion. After a Card Member's Card Membership terminates due to the expiration of an effective term printed on the face of the Card, withdrawal or revocation of the membership, etc., we will retain and use the Card Member's personal information for the purposes designated in **Sections 19.1(1), 19.1(2)(i), and 19.2(1)**, for a certain period of time as stipulated by laws or regulations or designated by us.

20) EXCHANGE CONTROL, TAX AND LEGAL REQUIREMENTS

You and/or the Company must pay any government tax, duty or other charge imposed by law in Japan or in any country in respect of the Card, your use of it or any amount debited or credited to your account. We may charge to your account the full amount or a reasonable part of that amount (as determined by us) except as prohibited by law, and we may make such charge in advance. You must comply with exchange control, tax and any other laws which apply to your use of the Card and you agree to indemnify us against any consequence of your failure to comply.

21) ENFORCEMENT EXPENSES

You and/or the Company will pay us our reasonable costs in recovering or attempting to recover Charges, including solicitor's fees on a solicitor/client basis, except as prohibited by law.

22) SUSPENSION/REVOCAION

- 22.1** If any of the following items is applicable, we may suspend or revoke the membership of the Card Member at any time, (i) upon notice to the Card Member, in the case of (e) or (g), or (ii) without a prior notice to the Card Member, in any of the other situations:
- (a) in the case of false entries in the Card Member's application or other reports submitted to us;
- (b) in the case of a breach of these Terms and Conditions, or the terms and conditions of any other agreement which the Card Member has with us;
- (c) in the case a Card Member fails to perform any obligation to us;
- (d) in the case we determine that there has been a serious deterioration of a Card Member's credit standing;
- (e) in the case a Card has not been used for the last 12 months at a point in time determined by us;
- (f) in the case a Card issued for renewal has been returned back to us due to a change of the Card Member's address or any other reason;
- (g) in the case Card Member corresponds to any of the items listed in **Section 26.1**, the Card Member has conducted any act which corresponds to any of the items listed in **Section 26.2**, or the Card Member's representation and warranty declared under **Section 26** turns out to be false;
- (h) in the case we recognize that it is not proper for us to continue a contractual relationship with the Card Member due to a reason set forth in the previous item (g); or
- (i) (i) in the case we in our sole judgment determine that the Card Member's use of a Card would not be appropriate for any other reason.
- 22.2** We may list in its cancellation bulletin the name and Card account number of a Card Member whose membership has been revoked or suspended. A Card Member whose membership has been cancelled shall cut the Card in half and immediately return to us both halves of the Card. In such a case, irrespective of the due dates of payment, all outstanding obligations to us shall become immediately due and payable. The fees for late payment with regard to the amount not so paid shall also be payable at the effective percentage set forth in Fee Schedule.

23) CANCELLATION

You or the Company may at any time cancel the Card issued to you. The cancellation will not be effective until you or the Company notifies us in writing and we acknowledge receipt of the notification; provided that such cancellation notification may be executed by a personnel who is registered with us as Contact Person of the Company. On cancellation you or the Company must immediately cut the Card in half and return them to us. You and/or the Company will remain liable for all Charges incurred before the Card is returned to us. The Card will be cancelled upon termination of your employment, and you must return the

Card to us as regulated above. Notwithstanding the provisions above, in the event that you transfer to an affiliated company of the corporation to which you work and the company to which you transfer is also the Company (the company to which you are transferring is hereinafter referred to as the 'New Company' in this Section), you agree in advance that the Card will not be cancelled and will be continued only if the New Company desires and we deem it appropriate. In the event that the Card continues to be available pursuant to this Section (hereinafter referred to as the 'In the Event that the Card Continues' in this Section), you may use the Card for the purpose of the business of the New Company from the date designated by us (hereinafter referred to as the 'Effective Date of Use of the Card after Transfer' in this Section). In the Event that the Card Continues, we shall not permit the use of the Card until the Effective Date of Use of the Card after Transfer, but may not cancel the Card, upon receipt of the notice of cancellation pursuant to the provisions of this Section from the corporation where you worked before transferring. In addition, In the Event that the Card Continues, if the New Company and you agree to be jointly and severally liable for the payment of the Charges when applying respectively, the New Company and you shall be jointly and severally liable for the Charges arising from the use of the Card from the Effective Date of Use of the Card after Transfer. The Card remains our property. We may inform Merchants of cancellation. If the Card is cancelled or expires, you must not use it for any purpose. You must hand it over to any Merchant or any other third party we nominate when we so request.

24) OUR LIABILITY

Subject to applicable law, you agree that if we fail to carry out any of our obligations in connection with your Card account or your use of the Card and, as a direct result, you suffer loss or costs we will be liable to you for that loss or cost only but not otherwise. In particular we will not be liable for consequential loss or any other loss or damage not directly and naturally resulting from the failure including damages which may flow from special circumstances. In any event, we will not be responsible for losses or costs caused by any third party including (for example only) resulting from mechanical or systems failure affecting such third parties.

25) CHANGING THESE TERMS AND CONDITIONS

- (a) In the event of any of the following, we may revise these Conditions by stipulating the effective date of the change to these Conditions, posting the revised contents and the effective date on our website, and by notifying you if necessary, or by other appropriate means. In the event of Item (ii), we shall post the information on our website by the time of the effective date specified, or by other means.
- (i) when the contents of the revision conform to the general interests of you; or
 - (ii) when the contents of the revision do not contradict the purpose of the transaction pertaining to this Contract and are reasonable in light of the necessity of the revision, the reasonableness of the revised contents, and other circumstances pertaining to the change.
- (b) In addition to the provisions of the preceding paragraph, we shall have the right to change these Conditions by sending you a written or other notice or making a public announcement through our website, etc. at least 30 days in advance. In such a case, the use of the Card after such announcement shall be the manifestation of the intention for your approval of the change and, with such manifestation of intention, all Charges incurred on or after the effective date of such change shall be subject to the Conditions so changed.

26) REPRESENTATION AND WARRANTY RELATED TO ANTI-SOCIAL FORCES

- 26.1** You represent and warrant that you do not and will not in the future correspond to any of the following items: a) crime syndicate, b) a person who belongs to a crime syndicate or who lost his/her status belonging to a crime syndicate less than 5 years ago, c) quasi member of a crime syndicate, d) corporation which has a relationship with a crime syndicate, e) sokaiya (corporate extortionist), gangster calling for a social movement, etc., or violence group specializing in intellectual crimes, etc., f) symbiont of any of the above, g) terrorists, etc. (including the case of doubt), or h) person who we recognize to be similar to any of the above.
- 26.2** You warrant that you will not conduct any of the following acts by yourself or by using other person: a) act of making a violent claim, b) act of making a unjustifiable claim beyond the legal responsibilities, c) act of threatening or using violence in connection with a transaction, d) act of degrading our credit or obstructing our business activities by diffusing a rumor, using a fraudulent means, or utilizing a power, or e) act which is similar to any of the above.

27) GENERAL

- a) You understand that the Company will designate an employee as an Authorizing officer who will be authorized to act on its behalf for all matters relating to these Conditions including but not limited to viewing Card Member transactions, changing credit limits, cancelling cards and updating Card Member information.
- b) You understand that the issuance of the Card to you is based on the contract between the Company and us and on the request of the Company, and shall agree in advance to disclose to the Company the information pertaining to the Card issued to you by us (including the credit card number, the status of card use, etc.) for the purpose of account management, etc. by the Company.
- c) You will be deemed to have received any notice we give you under these Conditions seven (7) days after we send it, unless you actually receive it earlier.
- d) We may assign these Conditions at any time without your consent.
- e) No forbearance, delay or failure on our part to exercise or partially exercise any power or right under these Conditions shall operate as a waiver of such power or right.
- f) These Conditions are governed by the laws of Japan. The Tokyo District Court and the Tokyo Summary Court shall have exclusive jurisdiction over any dispute which may arise hereunder.

Fee Schedule

- Card Annual Fee: To be indicated separately
- Foreign currency conversion commission: 2%
- Late payment charge: 1.10% per month shall be assessed on the amount which is overdue (excluding late payment fee) unless otherwise agreed by and between the Company and us.

(Effective as of April 2, 2020)

The document is an English translation of "Terms and Conditions for the American Express® Corporate Card Members" in Japanese. In the event of any conflict between the English and Japanese versions, the Japanese original will prevail.

For more information, please call 0120-974990 (9:00 a.m. - 5:00 p.m., Monday through Friday, closed Sat/Sun/holidays.)