



American Express®

Global Corporate Payment Agreement — Japan

This Japanese Global Corporate Payment Agreement is between American Express International Inc., Japan Branch (“we,” “us,” “our” and “American Express”) and the company named in the attached Account Application (“you,” “your” and “the Company”) and governs your use of the Accounts in Japan. This Agreement sets out the terms and conditions under which we provide American Express® Global Corporate Payments in Japan and governs your use of the Accounts selected in the Account Application which forms part of this Agreement. Before you sign the Account Application, please read these conditions thoroughly, and submit the Account Application only when you agree to the terms of this Agreement.

A: General Provisions

1. Definitions:

the following definitions are used throughout this document:

‘Account(s)’: your American Express Corporate Card Account, Corporate Purchasing Card Account and/or Business Travel Account, as selected in the Account Application.

‘Account Application’: means the attached Account Application completed by the Company, which forms part of this Agreement.

‘Account Limit’: a limit applicable to the Company Account or the aggregate of all or a subset of Card Member Accounts, being the maximum amount that can be outstanding at any time.

‘Account User’: an individual authorized by you to incur Charges on an Account, whether by use of a Card or otherwise. In the case of a BTA, this term means an individual authorized by you to make travel reservations and thereby incur Charges on an Account.

‘Affiliate’: any entity that controls, is controlled by, or is under common control with the relevant party, including its subsidiaries.

‘Agreement’: these Terms and Conditions, as distinct from the separate Card Member terms and conditions that are agreed separately and independently between Card Members and us.

‘Authorizing Officer’: an officer or employee of the Company who the Company designates in writing as ‘authorizing officer’ or **‘program administrator’** for each of your Accounts and authorizes to act on behalf of the Company for all the matters relating to the relevant Account.

‘Business Travel Account’ or **‘BTA’:** an account that enables the Company to centralize Charges booked through its designated travel agent and be billed monthly for those Charges by American Express.

‘Card Member’: an individual to whom a Corporate Card or Corporate Purchasing Card is issued at your request. The Card Member is an individual authorized by you to incur charges on an Account, whether by use of Card or otherwise.

‘Card Member Account’: means the Account established by us for a Card Member for the purpose of executing and recording Charges.

‘Card Member Agreement’: the agreement between us and the Card Member governing use of a Card and liability for charges.

‘Card’: any card, whether plastic or non plastic, issued under this Agreement or on any Account.

‘Charge’: all amounts billed to an Account, regardless of whether a charge form or other charge authorization is signed, including purchases of goods and services, cash advances, late payment fees or liquidated damages and any other fees or charges. In the case of a BTA, ‘Charge’ includes scheduled airline tickets, departure taxes, travel insurance premiums, visa fees, and other travel charges, as may be designated by American Express from time to time.

‘Code’: any PIN, telephone codes or online passwords approved by us to be used on your Account.

‘Commercial Card Services’: any or all of the Accounts or

services provided by us under this Agreement.

‘Corporate Card’: an American Express Corporate Card issued on your Account.

‘Corporate Purchasing Card’ or **‘CPC’:** a product providing a procurement and payment vehicle for goods and services frequently used by the Company.

‘Designated Employee’: an employee whom you see fit to have access and who are registered with us for the purpose of Online Service.

‘Merchant’: a company, firm or other organization accepting American Express® Cards as a means of payment for goods and/or services.

‘Online service’: any internet-based service that we make available to the Company.

‘Program’: the American Express® Commercial Card Services provided to Card Members and the Company under this Agreement and the Card Member terms and conditions.

‘Recurring Charges’: means when you or the Card Member authorizes a Merchant to submit Charges to a Card repeatedly or at regular intervals.

‘ROC’: a record of charge that verifies the purchase price of any Charge.

‘Statement’: a record of Card or Account transactions, account balance and other relevant account information for a specified period.

‘Travel Office’: your designated travel agency for a BTA program.

‘Unauthorized Charges’: are Charges that did not benefit either you or the Card Member 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 or Account.

2. Establishment of Accounts and Card Issuance

- (a) We will establish the Account(s) in your name when we deem the Company qualified based on our examination, and, if applicable, issue Cards on your Account(s) bearing your name and those of any Card Members.
- (b) We reserve the right to:
 - (i) require each prospective Card Member to complete our application for the Card or Account, including providing any identification or other information required to comply with local laws;
 - (ii) carry out credit checks and request financial information and other information periodically from banks, credit reference agencies and other sources in relation to you and/or any Card Members or Account Users.; and
 - (iii) decline to issue, renew or replace a Card or Account to any person; cancel or suspend the use of a Card or Account at any time either generally or in relation to a particular transaction.
- (c) Further, in the case of a Combined Liability Corporate Card Account, we may insist upon a minimum income for Card Members in accordance with our usual risk management criteria.
- (d) We shall renew and replace Cards, subject to 2(b) above, until you or the Card Member directs otherwise.
- (e) You are solely responsible for selecting and notifying us of the names of persons to whom you request we issue Cards and establish Card Member Accounts. We may deem any applicant



referred to us by Authorizing Officer as approved by you to hold and use a Card.

- (f) We will provide to you upon request, any Card Member application forms or Card Member Agreement then in effect. We reserve the right at our sole discretion to change Card Member application forms and Card Member Agreements at any time and to establish additional or different requirements for internet-based Card Member applications, if applicable, and we will notify you accordingly.

3. Use of the Card and/or Account

- (a) You may only use a Card in accordance with this Agreement and within the validity dates shown on its face.
- (b) You must not give any Card or Account numbers to others or allow them to use either for Charges, identification or any other purpose.
- (c) The Card Member is the only person entitled to use the Card bearing his or her name and the corresponding Card Member Account. You must ensure each Card Member takes reasonable measures to stop anyone else using the Card and/or Account and that each Card Member takes proper care to keep the Card safe and all Card and Account details secret.
- (d) Registration, designation and use of any Codes related to Cards or your Account will be performed in accordance with the procedures set forth by us. To protect the Codes, you must ensure that any Card Members:
- memorise the Code;
 - destroy our communication informing them of the Code (if applicable);
 - do not write the Code on the Card;
 - do not keep a record of the Code with or near the Card or Account details;
 - do not tell the Code to anyone;
 - if they select a Code, do not choose a Code that can easily be associated with them such as their name, date of birth or telephone number; and
 - take care to prevent anyone else seeing the Code when using it.
- The Company and Card Members shall have the responsibility to take a good manager's due care to ensure that any Codes do not become known to others. If any Code was used at the time of a transaction, the Company shall be liable for all the Charges related to such transaction, solely, or jointly and severally with a relevant Card Member, in accordance with **Section 5(a)** or **5(b)** whichever is applicable. However, if you can prove that either of the Company or Card Member did not intentionally or negligently fail to manage the Code, the previous shall not apply.
- (e) You must designate an individual as the Authorizing Officer to manage each Account that you establish with us.
- (f) You must not return any goods, tickets or services obtained with a Card or Account for a cash refund, but you may return them to a Merchant for credit to the Card or Account, if that Merchant agrees or is obliged to do so.
- (g) You shall not obtain a credit to a Card or Account for any reason other than as a refund for goods or services previously purchased.
- (h) You must not use any Card or Account if you do not honestly expect to be able to pay your Account in full.
- (i) You must cease using any Card or Account and notify us immediately if an application is filed for the Company's winding-up, or if the Company passes a resolution for its liquidation or has a liquidator, administrator and/or receiver appointed to it or over any of its assets.
- (j) You acknowledge and agree that we have the right to refuse authorisation for any Charge 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 refusal.
- (k) You may not use a Card or Account for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Japan or any country where the Card or Account is used or where goods or services are provided.
- (l) You agree to provide us with all information available to you and to the extent permitted by law, concerning the whereabouts of a Card Member and his or her address and to co-operate with us in any investigation concerning the use of the Card or Account or collection of Charges from Card Members. This provision will continue in force after the Card is cancelled and/or this Agreement terminated.

(m) Although the Card Member uses the Card, the Card remains our property at all times.

- (n) Subject to restrictions set out in this Agreement or the Card Member Agreement, you shall instruct the Card Member to use the Card for your business use, i.e. to pay Merchants for goods and/or services for travel and entertainment in relation to your business or for use or consumption in the course of conducting your business, and in accordance with your policies and procedures.
- (o) Upon your separate application and subject to our approval, you may use the Express Cash Service to allow Card Members to withdraw cash from automated teller machines displaying the American Express® logo. The Company's use thereof shall be governed by the "Terms and Conditions for Corporate Express Cash – Corporate Member."

4. Payment

- (a) Except for a Corporate Card Account when you choose an individual payment method therefore pursuant to the following **Section 4(b)**, you agree to pay us every month for all the Charges incurred on your Account in accordance with, and by the due date indicated on, each Statement which we monthly send you with regard to each Account. Unless otherwise agreed with us, you agree to make the payments hereunder by direct debits from a bank account of the Company on the day of each month prescribed by American Express. In the event such direct debit fails on the Payment Date, we may, in accordance with agreements with certain financial institutions, re-try direct debit for all or a part of the applicable Charges.
- (b) For a Corporate Card Account, you may choose an individual payment method where each Card Member will pay us for Charges based on Statements which we prepare for each Card Member Account every month in principle and send to or have reviewed by each Card Member in the manner specified in the Card Member Agreement.
- (c) Payments will be credited to the relevant Account or Card Member Account when received, cleared and processed. If you choose and we approve a payment method other than a direct debit from your bank account, the time for payments to reach us for clearing and processing depends on the payment method, system and provider used to make payment to us. You must allow sufficient time for us to receive, clear and process payments by the due date taking into account weekends and public holidays, when we and/or your or our payment service provider may not be open for business.
- (d) You and the Card Member agree not to deduct or withhold, without our prior written approval, any amount shown as due on any Account statement or data feed. You will pay us the full amount shown on the Account Statement or data feed irrespective of whether you are or intend disputing an amount(s) contained on your Account Statement or data feed. If you believe any Charge shown on a statement is in error or in dispute, you may request and we may set up and maintain for a reasonable period, a temporary credit on the Account for the disputed Charge while we investigate the error or you seek to resolve the dispute. Should the dispute be resolved in your favour, we shall credit the amount(s) that were previously disputed to your Account and it will appear on the next issue of your monthly Account Statement.
- (e) We may, in our sole discretion, accept late or part payments or any payment described as being in full or in settlement of a dispute. If we do, we shall not lose any of our rights under this Agreement or at law, including the right to payment in full, and it does not mean we agree to change this Agreement. We may credit part payments to any of the outstanding Charges.
- (f) You must always pay us in Japanese Yen, unless we agree otherwise in writing.

5. Liability

- (a) For a Corporate Card product, we will designate either of the following liability options to apply to your Corporate Card Account:
- (i) **Combined Liability:** Subject to the terms of **Section 5(c)** the Company and each Card Members shall be jointly and

severally liable for all Charges incurred by the Card Member; provided, however, that:

- a. the Company shall be solely liable for Charges arising under the Corporate Express Cash service; and
 - b. the Company shall not be liable for Charges (i) incurred by the Card Member that are personal in nature and which did not accrue a benefit to the Company for legitimate business purposes or (ii) for which the Company has reimbursed the Card Member. This **sub-Section (a) (i)b.** shall not apply to any Charge arising under the Corporate Express Cash service; and
- (ii) **Corporate Liability:** Subject to the terms of **Section 5(c)**, the Company shall be fully liable to American Express for all Charges incurred on your Accounts.
- (ii) **Corporate Liability:** Subject to the terms of Section 5(c), the Company shall be fully liable to American Express for all Charges incurred on your Accounts.
- (b) For any BTA or CPC product selected in the Account Application, you are liable for all Charges incurred.
- (c) You are not liable for Unauthorised Charges on any Card or Account except in the following circumstances:
- (i) you and/or the Card Member breached the terms of your Agreement with us (in particular the "Use of the Card and/or Account" Section); and/or
 - (ii) you or the Card Member contributed to, or were in any way involved in or benefitted from the theft, loss or misuse of the Card or Account; and/or
 - (iii) you or the Card Member have delayed notifying us as required under "Liability" **sub-Section (d)**, in which case you will be liable for all Unauthorised Charges until you or the Card Members did notify us.

By way of example, if you or the Card Member gave away your Card and/or Codes to another person to use or otherwise acted in breach of this Agreement, you may be liable for the resulting Unauthorised Charges.

- (d) You agree to notify us if any Account User and/ or Card Member's authority to incur Charges on your behalf terminates or as soon as you become aware or have reason to suspect that a Card is lost or stolen, someone else learns a Code, or if a Card or Account is at risk of being misused.
- (e) You are liable to pay us for all Charges incurred from the date a Card Member's or Account User's authority to incur expenses on your behalf is terminated through to the date we receive notification from you of that termination.
- (f) You will use your best efforts to collect and destroy Cards issued to individuals whose authority to incur Charges is terminated, who leave your employment for any reason or whose Cards have been cancelled, or on termination of this Agreement.
- (g) You agree to make best efforts to instruct Card Members to submit expense reports covering Card transactions promptly and in any event at least once a month.
- (h) You agree to instruct Card Members that the Card is issued solely for authorized purposes as permitted by your policies and procedures, and promptly report any misuse of the Card to us;
- (i) Notwithstanding the provisions set out in **Section 5(c)**, above, where an Account has been established (1) without corresponding physical plastic or (2) in a name other than the actual name of an individual Commercial Card Member, you shall be liable for all Charges including Unauthorised Charges.

6. Account Limits

- (a) We reserve the right at our sole discretion to establish Account Limits for any Account and/or jointly in connection with other accounts or arrangements that you or your Affiliates may have with us or our Affiliates. We may, at our sole discretion, change any Account Limit. We will inform you prior to or simultaneously with the establishment of, or change to, an Account Limit.
- (b) You agree to make best efforts to regularly monitor and manage your Account, including but not limited to implementing internal policies and procedures to control Card Member spending, to ensure Account Limits are not exceeded.
- (c) Upon request, you will make best efforts to promptly provide us with copies of your financial information and other information about your business that is reasonably necessary for us or our Affiliates to assess our financial risk and comply with our legal obligations. We may use and share such information with our Affiliates.

- (d) For the avoidance of doubt, you and/or the Card Member remain liable for all Charges as set out in this Agreement, including Charges incurred in excess of the Account Limit.

7. Communications with You

- (a) We may provide Statements, notices, disclosures and other communications to you in connection with the Program ("Communications") by post, e-mail or online channels; provided that Statements for Corporate Cards shall be made available for view in the manner prescribed in the Card Member Agreement.
- (b) We may communicate with you through the Authorizing Officer, which you accept is a valid Communication from us to you. You authorise the Authorizing Officer to act on your behalf for all matters relating to this Agreement and we are entitled to rely on any directions, consents and information received from the Authorizing Officer. We may communicate with a Card Member through the Authorizing Officer, in which case you shall ensure that communications from or to a Card Member are forwarded immediately to us or the relevant Card Member respectively.
- (c) You must keep us currently advised of the name, email address, postal mailing address and phone number and other contact details of the Authorizing Officer of every Account for delivering Communications. If we have been unable to deliver any Communication or a Communication has been returned after attempting to send it via an address or phone number previously advised to us, we will consider you in material breach of this Agreement and we may stop attempting to send Communications to you until we receive accurate contact information.
- (d) All electronic Communications that we provide including Statements will be deemed to be received on the day that we send the notification by e-mail or post the Communication online even if you do not access the Communication on that day.
- (e) If you do not receive a Statement in any month, or cannot access Statements via the Online Service you must contact us to check what payment is due.
- (f) You must inform us of any changes to other information previously provided to us. You must give us any additional information and support documentation relevant to the Program or any Card Member Account that we request or as required by applicable law. We may charge an additional annual administration fee where any billing address is outside Japan.
- (g) You will be deemed to have received any notice we give you under this Agreement seven (7) days after we send it, unless you actually receive it earlier.
- (h) Notices required under this Agreement to be delivered to American Express shall be delivered to the address below.

American Express International, Inc.
Global Corporate Payments
4-30-16 Ogikubo, Suginami-ku, Tokyo 167-8001

8. Problems with Bills or Purchases

- (a) You are responsible for confirming the correctness of your monthly statement and, if you notify us immediately of a disputed Charge we will take reasonable steps to assist you. 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 must pay us for all other Charges. If, at your request, we agree to charge back a seller of goods or services, you agree to indemnify us for any claim against us based upon the rejection of the goods or services or that charge back.
- (b) Unless required by law, we are not responsible for goods or services obtained with the Card or Account, or if any Merchant does not accept the Card. You must raise any claim or dispute direct with the Merchant concerned. You are not entitled to withhold payment from us because of such claim or dispute.
- (c) You agree that if requested to do so you shall provide us with written confirmation in relation to your claim of Unauthorised 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 Unauthorised 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 Unauthorised 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 Unauthorised Charges.

- (d) You may authorise a Merchant to bill Recurring Charges to your Account or Card. To avoid potential disruption of Recurring Charges or the provision of goods or services, in the case of a replacement Card or cancelled Card it is always your responsibility to contact the Merchant and provide replacement Card or Account information or alternate payment arrangements. You and/or the Card Member will be liable for Recurring Charges incurred on a cancelled Card or Account. 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 anything to the contrary above, you agree that we may notify certain Merchants (including their third party settlement organizations, etc.) of a change to the Card numbers or expiry date as well as invalidity of the Card.
- (e) If we agree to place any limits or restrictions on the type of Charges incurred on any Card or Account, we are obliged only to use reasonable efforts to apply such limits or restrictions and this does not affect your liability for any Charges. We are unable to block or prevent Charges at certain Merchants, including but not limited to Merchants who do not process Charges via electronic terminals or who have provided us with a description of their own activities, which may be incomplete or inaccurate. In classifying Merchants in our system or records, we are entitled to rely on any description of their own activities provided by such Merchants.

9. Lost/Stolen Cards and Misuse of Accounts

- (a) You must ensure that we are informed immediately by telephone at the number indicated on our website, etc. (or such other number advised by us to you or to Card Members from time to time) if:
 - i) a Card is lost or stolen;
 - ii) a replacement Card has not been received by the Card Member;
 - iii) someone else learns a Code;
 - iv) there is suspicion that a Card or Account is being misused or a transaction is unauthorised; or
 - v) there is suspicion that a transaction has been processed incorrectly.
- (b) You agree to cooperate with us in our efforts to control fraudulent use of any Card or Account, including but not limited to providing us with any declarations, affidavits and/or copies of any official police reports, as reasonably requested. You agree that we may provide information to the relevant governmental authorities concerning the activities of you, Authorizing Officer, an Account User, Designated Employee and/or Card Member under the Program.

10. Online Service

- (a) You must ensure that access to the Online Service is restricted only to Designated Employees whom you see fit to have access and that such persons access the Online Service only via our website as notified to you from time to time, using the assigned user id and password ("Security Information"). You must implement and exercise reasonable measures and controls to ensure that only such persons access the Online Service.
- (b) You are responsible for obtaining and maintaining your own compatible computer system, software and communications lines required to properly access the Online Service. We have no responsibility or liability in respect of your software, equipment or communication line costs.
- (c) If, at any time, whether before or after this Agreement comes into effect, American Express introduces or has introduced any third party software provider to the Company, the Company acknowledges and agrees that American Express makes no representation nor warranty expressly or impliedly as to the functionality or reliability of any software provided by that third party to the Company, nor as to the availability, quality or duration of software support or upgrades by the third party.

Moreover, the Company acknowledges and agrees that American Express shall not be liable at all for the quality, merchantability or fitness for purpose of any software provided by a third party. The Company hereby agrees that its sole recourse for any damages suffered arising from the use of, or any aspect of the software, will be to the provider of the software.

- (d) The Security Information is confidential to the respective Designated Employee. You must ensure that the Security Information is not shared with any other person or recorded in an insecure location accessible to anyone else. We are not responsible for any misuse of the Online Service by you, your Designated Employee or anyone else, nor for disclosure of confidential information by us where you have failed to maintain the security of the Security Information.
- (e) We may terminate, withdraw, modify or suspend the use of the Online Service at any time. Except where security requires it or in circumstances beyond our control, or in the event of fraud or your breach of these terms of use for the Online Service, we will give you prior notice of our withdrawal or suspension of the Online Service in accordance with the "Changes to this Agreement" section of this Agreement.
- (f) Whilst we will make commercially reasonable efforts to notify you each time a statement is posted, you are responsible for regularly retrieving your statement for each billing period.
- (g) You agree that access to the Online Service is subject to the website terms of use as displayed on the American Express website.

11. Suspension

We may immediately suspend a Card or Account if we suspect unauthorised or fraudulent use, or if we believe the Account or Card may not be paid in full and on time and/or for other related reasons. In such cases, this Agreement will continue, and you and/or the Card Member will remain responsible for all authorised Charges incurred on the Account or Card.

12. Charges made in Foreign Currencies

- (a) If you make a Charge in a currency other than Japanese Yen, that Charge will be converted into 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 us, which may not be the same date on which the Charge was made as it depends on when the Charge was submitted to American Express.
- (b) 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, using 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 or as otherwise disclosed by us. The conversion commission is earned by American Express Travel Related Services Company, Inc. and/or its affiliate(s).
- (c) Unless a specific rate is required by applicable law, you understand and agree that 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.
- (d) 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 **Sections 12(a) through 12(c)**, above.
- (e) Notwithstanding the terms set out in **Sections 12(a) through 12(c)**, 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 12**.

13. Fees and other Charges

- (a) Fees and Charges applicable to a Card or Account are described in the attached Fee Schedule and will appear as Charges on the Card or Account.
- (b) 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.
- (c) We may also charge fees to a Card or Account for services that we provide to Card Members that are not covered in the Card Member Agreement, for example (and by way of illustration only) fees for participating in the Membership Rewards® Program.
- (d) We reserve the right to make changes to the attached Fee Schedule as provided under the Section "Changes to this Agreement".
- (e) If we receive from you a cheque, direct debit or other payment instrument which is not honoured in full, you agree to pay us the dishonoured amount plus an additional fee we prescribe and our reasonable collection costs and legal fees, except as prohibited by law. If we charge such an additional fee, an amount payable is set out in the attached Fee Schedule.

14. Late Payment Fees

- (a) If you do not pay your Account in full, 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 fees as follows:
 - If we do not receive full payment of the 'Total due' billed in any monthly statement by a designated due date, the unpaid balance will be identified as an 'Overdue' amount.
 - Late payment fees will be charged on any overdue amount which is identified in a following month's statement and will be billed in that statement.
 - An overdue amount may include any unpaid outstanding late payment fee billed on previous statements.
 - The amount payable is set out in the attached Fee Schedule.

15. Term And Termination

- (a) The initial term of this Agreement starts on the date you sign the Account Application and, subject to (b) and (c), shall continue in force until and unless terminated by either party giving the other 3 months notice. Notwithstanding the foregoing, if we decide not to establish any Account, pursuant to **Section 2(a)** of this Agreement, this Agreement shall terminate upon such decision.
- (b) Either party may terminate this Agreement or all the Accounts immediately by notice at any time if the other is bankrupt, insolvent or unable to pay its debts or becomes involved in any action or process (including a voluntary process) normally associated with insolvency, including, without limitation, receivership, liquidation or voluntary administration, or if it ceases to carry on business in Japan.
- (c) We may also terminate this Agreement or an Account immediately by notice in the event of your material breach of this or any other agreement between us or with any of our Affiliates, or in the event that we deem levels of fraud or credit risk on any Card or Account to be unacceptable to us.
- (d) We may terminate this Agreement and all the Accounts of the Company immediately upon notice, in the event that (i) the Company, any of its Affiliates, or any directors or employees, etc. of the Company or Affiliates corresponds to any of the items listed in **Section 30(a)**, or has conducted any act which corresponds to any of the items listed in **Section 30(b)**, (ii) the Company's representation and warranty declared under **Section 30** turns out to be false, or (iii) we recognize that it is not proper for us to continue a contractual relationship with the Company due to a reason set forth above;

- (e) If this Agreement is terminated for any reason, we shall suspend all of the Accounts and Cards. You must pay us immediately for all outstanding Charges and any other amounts you owe us on any Card or Account or otherwise under this Agreement, including unbilled Charges that may not be shown on the last Statement. We will only cancel an Account after you have paid all amounts you owe to us. All fees continue to accrue if outstanding balances exist on a cancelled or suspended Account.
- (f) You agree to indemnify us for all reasonable costs incurred in recovering or attempting to recover Charges from you, including solicitor's fees on a solicitor/client basis, except as prohibited by law.
- (g) We reserve the right at our sole discretion to cancel or suspend any Card or Account in accordance with the Card Member Agreement without notice to you.
- (h) You will indemnify us against all actions, proceedings, claims and demands arising out of or in connection with any claim against us in respect of any withdrawal or cancellation of a Card that has been requested by you.

16. Changes to this Agreement

- (a) We may change the terms of this Agreement by giving thirty (30) days' prior notice to you. All Charges incurred on your Account(s) on or after the effective date of such change shall be subject to the terms of this Agreement so changed.
- (b) We may change the Card Member Agreement in accordance with its terms. You shall remain liable for all Charges notwithstanding such changes, in accordance with the "Liability" section of this Agreement.

17. Confidentiality

- (a) All business or professional secrets or other information disclosed or supplied by one party to the other party must be kept confidential except as necessary for the proper performance of the Program or as otherwise expressly provided in this Agreement or agreed in writing between the parties.
- (b) The parties shall treat this Agreement as confidential and may not disclose any of its contents to any third party without the other party's prior written consent, or unless legally required by court order, applicable law, regulation or any relevant regulatory or supervisory authority.
- (c) Subject to your prior consent, we may name your Company as an American Express customer for public relations and marketing purposes.
- (d) This provision shall survive the termination of this Agreement.

18. Limitation of Liability

- (a) Notwithstanding any other provision in this Agreement, in no event shall we, our parents, direct or indirect subsidiaries, controlled affiliates, agents, employees or representatives be liable for any indirect, incidental, special, punitive, exemplary or consequential damages of any kind, nor for any lost profits or revenues, in connection with or arising out of this Agreement.
- (b) Except where required by law, we will not be responsible or liable to you for any loss or damage arising in relation to:
 - (i) delay or failure by a Merchant to accept the Card or Account, the imposition by a Merchant of conditions on the use of the Card or Account or the manner of a Merchant's acceptance or non-acceptance of the Card or Account;
 - (ii) goods and/or services purchased with the Card or Account, or their delivery or non-delivery;
 - (iii) use of the Card in a machine that dispenses goods, services or cash or other means of payment;
 - (iv) our declining to authorise any Card or Account transaction, including our action to revoke or suspend Card privileges on any Card or Account; or
 - (v) any information provided via the Online Service not being available or inaccurately displayed for any reason, including due to your email address having changed or being invalid, systems failure or interruptions in the communications systems.

19. Force Majeure

Neither party nor American Express's third party suppliers and licensors will be liable for any failure or delay in performance, except for any payment obligations, resulting from circumstances beyond their reasonable control including, without limitation, acts of God or nature; government intervention; power, communications, satellite or network failures; unauthorised access or theft; acts of terror; or labour disputes or strikes. This provision survives termination of this Agreement.

20. Assignment of this Agreement

- (a) We may assign, transfer, sub-contract or sell our rights, benefits or obligations under this Agreement at any time to any of our Affiliates or to an unaffiliated third party and you consent to this without us having to notify you.
- (b) If we do so, or intend to do so, we may give information about you and the Account, including confidential information about you, the Account or this Agreement, to the relevant third party or Affiliate.
- (c) You may not assign, charge or otherwise transfer or purport to assign, charge or otherwise transfer your rights or obligations under this Agreement or any interest in this Agreement, without our prior written consent, and any purported assignment, charge or transfer in violation of this section shall be void.

21. Applicable Law and Jurisdiction

- (a) This Agreement and any contractual or non-contractual obligations arising out of or in relation to this Agreement are governed by the laws of Japan.
- (b) The Tokyo District Court and Tokyo Summary Court will have exclusive jurisdiction over any disputes or collection proceedings arising out of or in relation to this Agreement and you agree that Japan is the appropriate jurisdiction for the determination of any dispute.

22. Account Information and Data Protection

- (a) Notwithstanding the terms of the "Confidentiality" provision, you understand and agree that we will process, analyse and use information about you and the use of Cards and the Account and may combine that information with information from other sources, for example in order to develop reports that may enable you to maintain effective procurement policies and procedures, or to authorise Charges and prevent fraud.
- (b) We will handle the personal information which we may collect and/or obtain through the performance of this Agreement, in accordance with the Exhibit attached hereto.

23. Set-Off

We shall be entitled to deduct and offset any amounts we owe to you, from or against any amounts you owe to us under this or any other agreement.

24. Subrogation

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

25. Exchange Control, Tax and Legal Requirements

- (a) You must comply with exchange control, tax laws and any other laws governing the use of your Account or Cards, and you agree to indemnify us against any consequence of your failure to comply.
- (b) Unless specifically stated, all amounts payable under this Agreement are exclusive of taxes, which if applicable, should be added to the amount payable, whether monetary or non-monetary consideration is provided. We may charge to your Card

or Account the full amount or a reasonable part of that tax, duty, or other charge (as determined by us) except as prohibited by law.

- (c) The following provisions shall apply in relation to taxes:
 - i. Taxes are defined to include but are not limited to Goods and Services Tax (GST), Value-Added Tax (VAT) and all other taxes and duties levied or assessed in connection with a supply made under this Agreement.
 - ii. Taxes that are payable under this Section are due at the same time as any amount payable under the agreement is due.
- (d) In the event that any of such fees payable to us are subject to withholding taxes you shall withhold and pay over the required amounts to the tax authorities within the time provided by law, and you will deduct the amount of any such withholding taxes from the fees to be paid to us and shall furnish to us within thirty (30) days thereof or as soon as practicable thereafter the official receipts of the relevant tax authorities for the taxes involved.
- (e) Each Party shall otherwise be responsible for its own taxes arising in connection with this Agreement.
- (f) We may provide you with reports, management information and/or data feeds for your Account in our standard format. We do not represent or guarantee that you can rely on such reports or information being accurate or complete for the purpose of complying with your tax or other legal obligations or for any other purpose.

26. Third Parties

This Agreement shall be for the benefit of and binding upon both us and you and our and your respective successors and assigns and no other party.

27. No Waiver

If we fail to exercise or partially exercise any of our rights under this Agreement, this will not be a waiver of our rights and will not prevent us from exercising them later.

28. Severability

- (a) If any provision of this Agreement conflicts with any applicable law or regulation, that provision will be deemed to be modified or deleted so as to be consistent with applicable law or regulation in a manner closest to the intent of the original provision of this Agreement.
- (b) Modifications under this provision will not affect the parties' obligations under this Agreement, which will continue as modified.

29. Entire Agreement

- (a) These terms and conditions for American Express® Commercial Card Services and any related Account Applications constitute the entire Agreement between us and you regarding Commercial Card Services and all prior representations, agreements and understandings are hereby excluded.
- (b) Where this Agreement is entered into pursuant to a broader master agreement between you (or any of your Affiliates) and us (or any of our Affiliates) covering the issuance of American Express® Corporate Services by us or any of our Affiliates in countries other than Japan, this Agreement shall take precedence in respect of any Program provided in Japan, to the event of any inconsistency between this Agreement and that master agreement.

30. Representation and Warranty related to Anti-social Forces

- (a) You represent and warrant that the Company, any of its Affiliates, and any directors or employees, etc. of the Company or Affiliates ("Company et al.") 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, or g) person who we recognize to be similar to any of the above.

- (b) You warrant that Company et al. will not conduct any of the following acts by itself or by using other person: a) act of making a violent claim, b) act of making an 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.

B. Business Travel Account

Where you have selected a BTA in the Account Application, the following Sections also apply:

(a) Use of the BTA

- (i) Once your request for a BTA has been approved by American Express, we will provide you with a BTA number. We will not issue plastic cards to you or any Account Users for BTA.
- (ii) Based on your contract with the Travel Office and your instructions, the Travel Office will accept Charges from your Account Users and bill them to your BTA. Any refund or cancellation of an amount previously charged through BTA must be made by a credit to your BTA. The Travel Office must prepare an appropriate Record of Charge forms ('ROC') showing the BTA number quoted by you. We are not a party to contract between you and the Travel Office, and such contract shall not in any way affect agreements which we or any of our Affiliates may have with the Travel Office, a carrier, or other party.
- (iii) You agree that the BTA will be used for travel purposes and in accordance with your policies and procedures.
- (iv) Cash advances cannot be charged to the BTA.
- (v) Upon receipt of a ROC, we shall debit or credit the amount of the Charge to your BTA, as appropriate.
- (vi) We shall send a monthly statement of Charges directly to you for payment.
- (vii) You agree to be bound by the normal terms and conditions governing the booking of travel at any Travel Office. This shall include, but is not limited to the obligation to pay applicable cancellation fees. With respect to the handling of the BTA or of any Charge, the BTA conditions take precedence.

(b) Full Liability for Charges

You agree to be responsible for the management of the use of the BTA number and for any and all liabilities resulting from the Travel Office's use of BTA, including without limitation any Unauthorized Charges. For the avoidance of doubt, Section 5(c) of this Agreement shall not apply to BTA or any Charges charged on BTA, and you shall be liable for any Unauthorized Charges. Even if the Travel Office's action of accepting Charges on BTA may be inconsistent with any obligations of the Travel Office, an air carrier, or any other party, you agree to accept full liability for such inconsistency and will not be relieved of any liability you owe to us. If you dispute any Charge, you must pursue the matter directly with the Agent.

(c) Changing Travel Agents

The issuance of a BTA number is subject to our approval of a Travel Office which you nominated. If you cease employment of the services of the nominated Travel Office, the BTA for the Travel Office will be closed. In such an event, any outstanding amounts on this BTA will require immediate payment. Subject to approval by American Express, you may apply for a BTA for use at your new Travel Office.

Note: This document is an English translation of the "American Express Global Corporate Payment Agreement" in Japanese. In the event of any conflict between the English and Japanese versions, the Japanese original will prevail.

Fee Schedule

- Corporate Card Annual Membership Fee: To be indicated separately
- Foreign Currencies Conversion Commission: 2%
- Late Payment Fee: A rate of 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 American Express.

Exhibit Personal Information

(a) Collection, Retainment, Use, Supply of Personal Information

1. You, Account Users, Card Members, and applicants for use of any Account or Card ("Persons") agree that we may, in accordance with our established measures of protection, collect, retain, and use their personal information set forth below ("Personal Information"), for the purposes of judging the credit risk of transactions with Persons, including transactions under these Terms and Conditions (including applications therefor, 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 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 (a)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 American Express, 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 American Express, 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 American Express 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 American Express under the laws; or
 - (j) other purposes with regard to which we separately obtain Persons' consent.
3. Persons agree that, for the purposes set forth in **Sections (a)1. and (a)2.**, above, we may use personal information set forth in **items (a) through (h) of Section (a)1.**, above jointly with the following parties,:
- (a) companies whose decisions relating to its financial or business matters are under a direct or indirect control of us, 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.
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 (a)1.**, to the least extent required for the achievement of purpose:
- (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, upon the Company's request, to the Company or a third party designated by the Company, for the purpose of analysis, etc. of the management and optimization of business travels or other business expenses.
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 (a)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.

(b) 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 the use of the Cards, this Section (b) 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 check of 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.: 0120-810-414
 URL: <https://www.cic.co.jp>

Name: National Bank 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/index.html>

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>

● The information to be registered and the period of registration

Information to be registered	Credit Information Organization to register with and period of registration
(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) through (4) is registered
(2) Fact of having applied relating to this Contract	<ul style="list-style-type: none"> ● CIC: For 6 months from the date on which we made an inquiry to the organization ● National Bank Credit Information Center: For 12 months from the date on which we used the organization ● Japan Credit Information Reference Center Corp.: For 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 for 5 years after termination (or if settlement is not complete, after full payment)
(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)

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.



(c) 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 American Express, 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 (b)2.**, above.
2. In the event that any of personal information is found to be untrue, we will immediately correct or delete such information upon request.
 - (d) 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 (a)2.**
 - (e) 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 (a) and (b)1. (b)**, be used for a certain period but shall not otherwise be used, regardless of the reason for non-conclusion.
 2. 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 (a)1., (a)2(i), and (b)1.** for a certain period of time as stipulated by laws or regulations or designated by us.

(Effective as of October 10, 2018)