

# TERMS AND CONDITIONS

## FOR AMERICAN EXPRESS® CORPORATE CARD -CORPORATE ACCOUNT-

### Article1. (Definitions)

For the purpose of these Terms and Conditions, the terms set forth below shall have the following meanings:

- (a) A "Corporate Member" shall mean a corporation or any other organization (a "Corporation") in whose name an American Express Card account is maintained with American Express International, Inc. ("AEII"). Cards will not be issued to the Corporate Member itself.
- (b) A "Cardmember" shall mean an officer or employee whose name is embossed on a Corporate Card issued by AEII at the request of the Corporate Member.
- (c) A "Corporate Card" shall mean an American Express® Corporate Card issued to a Cardmember to be used by the Cardmember for the account of the Corporate Member.

### Article2. (Membership, Application for and Issuance of Corporate Card and Application of Terms and Conditions for Cardmember)

1. When a Corporation, agreeing to these Terms and Conditions and the Terms and Conditions for American Express Corporate Cardmembers (the "Cardmember Terms and Conditions"), submits an "American Express Corporate Card System - Corporate Application", and AEII deems the Corporation qualified, following an examination, AEII shall register the Corporation as a Corporate Member.
2. AEII shall issue Corporate Cards to such officers and employees as designated by the Corporate Member. The method of applying for Corporate Cards and the method of issuing such Corporate Cards shall be as provided for in the Cardmember Terms and Conditions.
3. The Authorizing officer, who shall be the representative of the Corporate Member or a person duly authorized by such representative, shall be designated in advance and shall be able to apply for, add, or cancel Corporate Cards and other services on behalf of the Corporate Member.
4. By designating any person to receive a Corporate Card or by any person so designated receiving, signing, or using a Corporate Card, the Corporate Member agrees to be bound by these Terms and Conditions and the Cardmember Terms and Conditions.

### Article3. (Joint and Several Liability)

The Corporate Member and the Cardmember shall be jointly and severally liable to AEII for the performance of any and all obligations incurred on the Corporate Cards; provided, however, that the Corporate Member shall be solely liable for all obligations arising under the Corporate Express Cash service; provided, further, that the liability of a Cardmember shall be limited to the obligations incurred on the Corporate Card issued to him.

### Article4. (Method of Payment)

1. The payment of charges for purchases of goods and services using the Corporate Card, for Cashing Service usage, for all annual fees, delinquency fees, and other charges and fees, as well as the consumption tax levied thereon ("Charges") shall be made by either a consolidated payment method or an individual payment method as prescribed by AEII separately herefrom.
2. The consolidated payment method shall mean the method in which Charges incurred through the use of Corporate Cards will be paid by the Corporate Member in a single consolidated sum. Bills from AEII shall be sent to the Corporate Member. The Corporate Member shall make payments by the due date pursuant to the prescribed method.
3. The individual payment method shall mean the method in which Charges incurred through the use of a Corporate Card will be paid by each Cardmember. AEII will prepare a monthly statement of Charges every month in principle, and send it to or have it reviewed by each Cardmember in the manner specified in the Cardmember Terms and Conditions. The Corporate Member shall ensure that the Charges incurred on the Corporate Cards concerned are paid by the due date.
4. Corporate Member who opted for automatic transfer form designated bank account agrees that in the event such automatic transfer fails on the payment date, AEII may, in accordance with agreements with certain financial institutions, re-try an automatic transfer for all or a part of the applicable Charges.

### Article5. (Revocation, Withdrawal, and Cancellation of Membership)

1. AEII may suspend or revoke the membership of the Corporate Member and/or Cardmember, and the Corporate Member may withdraw from membership, all in the manner set forth in the Cardmember Terms and Conditions.
2. The Corporate Member may cause the cancellation of a specific Cardmember's membership by notifying AEII in writing and by cutting the concerned Corporate Card in half and returning same to AEII. The Corporate Member agrees to indemnify AEII and hold it harmless for any losses, damages, and liabilities arising in connection with any claim relating to such cancellation.
3. AEII may revoke the Corporate Member's membership and cancel all the Corporate Cards immediately upon notice, in the event that (i) the Corporate Member, any of its affiliates, or any directors or employees, etc. of the Corporate Member or affiliate corresponds to any of the items listed in Article 11.1, or has conducted any act which corresponds to any of the items listed in Article 11.2, (ii) the Corporate Member's representation and warranty declared under Article

11 turns out to be false, or (iii) AEII recognizes that it is not proper for AEII to continue a contractual relationship with the Corporate Member due to a reason set forth above.

### Article6. (Change in Reported Matters)

1. The Corporate Member shall immediately report to AEII in writing any change in matters previously reported to AEII, such as the Corporate Member's corporate name, address, the Authorizing Officer, the contact person, the designated deposit account for payment of Charges, the method of payment of Charges, or any other matters reported.
2. In the event that the report provided for in the preceding paragraph is not made and in consequence thereof, notices or other documents, etc. dispatched by AEII are delayed in arrival or do not arrive, such notices or other documents, etc. shall be deemed to have reached the Corporate Member at the time they normally would have arrived.

### Article7. (Supply of Information)

The Corporate Member agrees to provide AEII to the extent permitted by law with any information available to the Corporate Member that AEII reasonably requests concerning the whereabouts of a Cardmember, his or her last known address, and any information about the Cardmember's use of the Corporate Card, and to supply to AEII any available documentation or support related to such use that AEII may request. The Corporate Member also agrees to cooperate with AEII in any investigation, litigation or prosecution arising in connection with the use of a Corporate Card. Upon AEII's request, the Corporate Member will submit a document (notarized by a notary public, if necessary) which certifies that the Cardmember in question has been reimbursed for business-related Charges in accordance with the internal rules of the Corporate Member. This Article shall continue in force after the Corporate Member has lost its membership or after the Corporate Card is cancelled.

### Article8. (Limitation of Liability)

Except as otherwise provided by law, AEII's liability to the Corporate Member, Cardmember, or any third party for mechanical or systems failures for which AEII is responsible shall be limited to AEII's correcting date errors, etc. which have arisen as a result thereof within a reasonable period after confirming the existence of such date errors, etc. AEII shall have no liability with respect to damages arising as a result of such mechanical or systems failures. AEII shall have no liability for damages arising as a result of systems or mechanical failures for which a third party is responsible, either wholly or in part.

### Article9. (Governing Law)

Any and all matters concerning the application, issuance, or use of the Corporate Card shall be governed by Japanese law. The Tokyo District Court and the Tokyo Summary Court shall have exclusive jurisdiction over disputes arising hereunder.

### Article10. (Revisions of These Terms and Conditions)

1. AEII may revise these Terms and Conditions from time to time upon notifying the Corporate Member by a written notice or other method, and the Corporate Member shall be deemed to have consented to and be bound by any such revision upon use or retention of the Corporate Card by any of its Cardmembers subsequent to such notification.
2. The provisions of the preceding paragraph shall apply mutatis mutandis with regard to revision of the Cardmember Terms and Conditions.

### Article11. (Representation and Warranty related to Anti-social Forces)

1. The Corporate Member represents and warrants that the Corporate Member, any of its affiliates, and any directors or employees, etc. of the Corporate Member or affiliates ("Corporate Member 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.
2. The Corporate Member warrants that Corporate Member 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 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.

*Note: This document is an English translation of "Terms and Conditions for American Express Corporate Card - Corporate Account -" in Japanese. In the event of any conflict between the English and Japanese versions, the Japanese original will prevail.*

(Effective as of October 10, 2018)