



American Express®

Terms and Conditions for Global Corporate Payment — Japan

These Terms and Conditions is in respect of an agreement between American Express International Inc., Japan Branch (“we,” “us,” “our,” “American Express,” and “AEI”) and the company which filed for an application for membership upon agreeing to these Terms and Conditions (including the Card Member Terms and Conditions), which we found to be qualified (“you,” “your” and “the Company”), and govern your establishment and use (including the issuance and use of the Card) of the Accounts (to be defined in Section 1) 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 and conditions of this Agreement.

A: General Provisions

1. Definitions:

The definitions of the terms used herein shall be as follows:

‘Account(s)’: your American Express Corporate Card Account, Corporate Purchasing Solution 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 these Terms and Conditions.

‘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’: an agreement concluded by and between the Company and American Express in accordance with the American Express® Terms and Conditions for Global Corporate Payment, which is different from an agreement under the Card Member terms and conditions that are agreed separately and independently between Card Members and American Express.

‘Authorizing Officer’: an officer or employee of the Company whom 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 this Agreement.

‘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 you have approved of the issuance of a Card and the establishment of a Card Member Account, who has filed an application for membership to us, whose application has been approved by us.

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

‘Card Member Terms and Conditions’: the agreement between us and the Card Member governing use of a Card and liability for Charges, which forms part of these Terms and Conditions.

‘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, 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 the Company Account or the Card Member Account.

‘Commercial Card Services’: any or all of the Accounts or services provided by us under this Agreement.

‘Contact Person’: a person in charge of communication and coordination between the Company and American Express regarding Card Member application procedures, various notifications including your information and Card Member information updates, Card reissuance procedures withdrawal procedures and other procedures, who is an employee of the Company designated by the Company in writing.

‘Corporate Card’: an American Express Corporate Card issued on your Account, excluding a Corporate Purchasing Solution.

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

‘Designated Employee’: an officer or employee of the Company whom the Company sees fit to have access and who is registered with us for the purpose(s) of Online Service.

‘Merchant’: a company, individual or 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 domestic 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) If we deem the Company qualified based on our examination, we will establish the Account(s) in the Company’s name designated in the Account Application. In the case of issuing a plastic card, we will 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, present or send any identity verification documents or other personal information for the purpose of other examinations or as required by 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) If we receive a request for the renewal and replacement of a Card from you or the Card Member, we will renew and replace a Card subject to 2(b) above; provided, however, that this shall exclude the case where you or the Card Member has directed otherwise. If you or the Card Member does not instruct us to withdraw the membership or revoke the Card, and when we find you or the Card Member to be qualified to remain as the Card Member, we will issue a replacement Card whenever the Card expires.
- (e) You must appoint an individual as the Authorizing Officer to manage each Account that you establish with us and notify us of the said appointment. You shall authorize the Authorizing Officer to act on your behalf for all the matters relating to this Agreement. The Authorizing Officer shall in principle be your employee; provided, however, that only if you have contracted out services related to Cards to a third party, you may designate such third party’s employee as the Authorizing Officer. If you designate a third party’s employee as the Authorizing Officer, you shall be deemed to have contracted out services related to Cards to such third party. Regarding transfer of personal information to the Contractor in connection with such contracting out of services (including any transfer of personal information that may be made by us as instructed by the Company), the Company shall at its responsibility obtain the Card Member’s consent or supervise the Contractor or take other measures required under the Personal Information Protection Act, including, if the Contractor is an entity located outside Japan, measures required to transfer personal information outside Japan.
- (f) 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. You will authorize the Card Member to use the Card. Furthermore, we will deem an applicant to be referred to us by the Authorizing Officer as approved by you to hold and use a Card.
- (g) You shall appoint a Contact Person as a person in charge of liaison and coordination between you and us regarding various notifications including your information and Card Member information updates, Card reissuance procedures, withdrawal procedures and other procedures, and notify us of

the said appointment. A Contact Person shall in principle be your employee; provided, however, that only if you have contracted out services related to Cards to a third party, you may designate such third party's employee as a Contact Person. If you designate a third party's employee as a Contact Person, you shall be deemed to have contracted out services related to Cards to such third party. Regarding the transfer of personal information to the Contractor in connection with such contracting out of services (including any transfer of personal information that may be made by us as instructed by the Company), the Company shall at its responsibility obtain the Card Member's consent or supervise the Contractor or take other measures required under the Personal Information Protection Act, including, if the Contractor is an entity located outside Japan, measures required to transfer personal information outside Japan.

- (h) We will provide to you upon request, any Card Member application forms or Card Member Terms and Conditions then in effect. We reserve the right at our sole discretion to change Card Member application forms and Card Member Terms and Conditions 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. If a plastic card is issued, the valid dates will be shown on the face of the plastic card.
- (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 that 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.
- (e) 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.
- (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, provided that the Merchant agrees or is obligated 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 and/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(s), including the purchase of any goods and/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 shall remain our property at all times.
- (n) Subject to restrictions set out in this Agreement or the Card Member Terms and Conditions, 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; provided, however, that regardless of whether or not the Card Member uses the Card for your business use, you shall automatically assume liability for charges regarding the said use in accordance with the liability set forth in Section 5(a) hereof.

4. Payment

- (a) You agree to pay us all the Charges incurred on the Card Member Account or your Account in a lump sum payment in accordance with, and by the due date indicated on, each Statement which we issued to you monthly with regards to each Account.

- (b) 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; provided, however, that you may choose an individual payment method where each Card Member makes the payment for Charges by direct debits from his/her bank account ("Individual Payment Method"). 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.
- (c) If you choose the Individual Payment Method, notwithstanding Section 4 (a), we shall prepare a Statement for each Card Member Account every month in principle and send it to or have it reviewed by each Card Member in the manner specified in the Card Member Terms and Conditions.
- (d) 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 (or the Card Member) 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.
- (e) 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 to dispute 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 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.
- (f) In the case of corresponding to any of the circumstances under Section 5 (a) (i) (b), you shall instruct the relevant Card Member to pay the relevant Charges by the due date designated on the Statement.
- (g) Even in the case of corresponding to any of the circumstances under Section 5 (a) (i) (b), if you have already paid Charges to us, we will not refund the Charges paid.
- (h) 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 in the order and by the method found appropriate if we approve of such payment.
- (i) 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:** The Company and each Card Member shall be jointly and severally liable for all Charges incurred by the Card Member (and with respect to liability for Unauthorised Charges, in accordance with the provisions of Sections 5 (c)); provided, however, that, you shall not be liable for any payment for Card Usage Charges, etc. that fall under any of the following items.
 - a. The payment was made for the Card Member's personal purposes and did not benefit you in any way in relation to legitimate business purposes; or
 - b. any payment that has already been processed and refunded by you to the Card Member.
 - (ii) **Corporate Liability:** The Company shall be fully liable to American Express for all Charges incurred on your Accounts (in accordance with the provisions of Sections 5 (c) with respect to liability for Unauthorised Charges).
- (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) If you and/or the Card Member breached this Agreement (in particular the "Use of the Card and/or Account" Section) (including but not limited to the case where you or the Card Member hands over the Card or the Code to others). In such case, the Company shall be liable for all the Charges, solely, or jointly and severally with the relevant Card Member, in accordance with Section 5 (a) or (b); and/or
 - (ii) If 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. In such case, the Company shall be liable for all the Charges, solely, or jointly and severally with the relevant Card Member, in accordance with Section 5 (a) or (b); and/or

- (iii) If you or the Card Member has delayed notifying us and filing a report to the police in breach of Section 5 (d). In such case, the Company shall be liable for all Unauthorised Charges incurred until you or the Card Members have given notice to us, solely, or jointly and severally with the relevant Card Member, in accordance with Section 5 (a) or (b); and/or
- (iv) If a Code is used at the time of a transaction using the Card which uses the Code, the Company shall be liable for all the Charges related to such transaction, solely, or jointly and severally with the relevant Card Member, in accordance with Section 5 (a) or 5 (b). However, if you can prove that either of the Company or Card Member did not intentionally or negligently fail to manage the Code, this shall not apply.
- (d) You agree to immediately notify us and file a report to the police as soon as you become aware or have reason to suspect that a Card is lost or stolen, someone else learns the Code, or if a Card or Account is at risk of being misused.
- (e) You agree to immediately notify us if any Account User's and/or Card Member's authority to incur Charges on your behalf terminates. 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. Provided, however, that this shall not apply if such individuals continue to hold the membership after the retirement in accordance with the Card Member Terms and Conditions.
- (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;

6. Account Limits

- (a) We reserve the rights 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 the 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 the 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. 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 or the Contact Person, 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) In the case of any change in the corporate name, email address, postal mailing address, telephone number, representative, Authorizing Officer, Contact Person, bank account for payment or payment method relating to the Company or other information notified to us, you shall notify us by the method prescribed by us without delay. 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 notify us of any changes to other information previously provided to us. You must give us any additional information and supporting documents 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 received 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
4-1-1 Toranomon, Minato-ku, Tokyo 105-6920

8. Shopping at Merchants

- (a) You and the Card Member may purchase goods or receive the provision of services with the Card at Merchants in accordance with the Card Member Terms and Conditions.
- (b) You and the Card Member may authorise a Merchant to bill Recurring Charges to your Account or Card in accordance with the Card Member Terms and Conditions.
- (c) You agree to the following arrangement pursuant to the terms of the Merchant Agreement between us or the party entrusted with Merchant services by us and a Merchant: (1) the Merchant's receivables from you or the Card Member arising from a Card transaction at the Merchant will be assigned to us from the said Merchant directly or through a third party; or (2) we will make the payment of such receivables on behalf of you or the Card Member as entrusted by you or the Card Member. Furthermore, you agree that you will not assert any defense against the Merchant, including but not limited to a defense of simultaneous performance, defense of setoff, invalidation or revocation, defense of cancellation, defense of extinctive prescription or other defense, at the time of assignment stated in (1) above.

9. Problems with Bills or Purchases

- (a) In the event of any claim or dispute with a Merchant, you shall raise such claim or dispute directly with the Merchant concerned. You are not entitled to withhold any payment from us as a result of such claim or dispute.
- (b) You are responsible for confirming the accuracy 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. 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 the 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.
- (c) Unless required by law, we are not responsible for any goods and/or services obtained with the Card or Account, or if any Merchant does not accept the Card.
- (d) 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 the Unauthorised Charges.
- (e) If you authorise a Merchant to bill Recurring Charges to your Account or Card, you shall, on your own responsibility, contact the Merchant and provide the Merchant with information on a replacement Card or information on alternate payment arrangements at the time of the replacement or cancellation of the Card in order to avoid potential disruption of the payment for Recurring Charges or the provision of goods or services. You and/or the Card Member will be liable for Recurring Charges incurred on a cancelled Card or Account in accordance with Section 5 of these Terms and Conditions. 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 and etc.) of a change to the Card numbers or expiry date as well as invalidity of the Card.
- (f) 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.

10. 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.

11. 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 can 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 shall not be responsible or liable 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 agrees not to demand compensation for any damage or other issues arising from the use of such software against American Express.
- (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 and you are responsible for regularly retrieving your statement for each billing period.
- (g) You agree that the access to the Online Service is subject to the website terms of use as displayed on the American Express website in addition to the preceding paragraphs.

12. Suspension

We may immediately suspend a Card or Account if we suspect any 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.

13. 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, 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 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 13(a) through 13(c)**, above.
- (e) Notwithstanding the terms set out in **Sections 13(a) through 13(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 13**.

14. 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 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 you do not make the payment in full, you agree to pay us the unpaid 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, the amount payable is set out in the attached Fee Schedule.

15. 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.

16. Term And Termination

- (a) The initial term of this Agreement starts on the date you sign the Account Application and, subject to this Section 16(b) and 16(c), shall continue in force until and unless terminated by either party giving the other three (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 the Company, any of its Affiliates, or any directors or employees, etc. of the Company or its Affiliates falls within any of the items listed in Section 31 (a) or has conducted any act which corresponds to any of the items listed in Section 31 (b), or that the Company's representation and warranty declared under Section 31 turns out to be false, and when we recognize that it is not proper for us to continue a contractual relationship with the Company.
- (e) We may terminate this Agreement and all the Accounts of the Company immediately upon notice, in the event that the Company or any of its directors or employees, etc. has conducted (including through the use of a third party) any act which corresponds to any of the items listed in (i) through (v) below towards any of our employees (including employees of

- any entity to which we contract out services) or any other act that is likely to compromise the safety, mental health, etc. of any of such employees:
 - (i) violence, intimidation, threat making or extortion;
 - (ii) use of abusive language, sexual behavior, sexual harassment, defamation, stalking, or any other behavior that attacks the integrity of the employee(s);
 - (iii) discriminatory behavior related to race, ethnicity, family origin, profession or any other matter;
 - (iv) prolonged restraint or persistent inquiries; or
 - (v) making demands for money or goods, demands for special treatment, impractical demands, or any other demand for something that is considered extremely inappropriate in terms of its nature or manner in light of social norms
- (f) 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.
- (g) You agree to indemnify us for all reasonable costs incurred in collecting or attempting to collect Charges from you, including but not limited to attorney's fees, except as prohibited by law.
- (h) We reserve the right at our sole discretion to restrict use including suspension of use of a Card by a Card Member or withdraw the membership in accordance with the Card Member Terms and Conditions without notice to you.
- (i) You shall indemnify us against all actions, procedures, claims and demands arising out of or in connection with any claim against us in respect of any withdrawal of a Card Member that has been notified by you.

17. Changes to this Agreement

- (a) In the following circumstances, AEII may specify the time in which the changes to these Terms and Conditions are effective, and revise these Terms and Conditions accordingly by posting the changed content and the effective time of the changes thereof on our website, or by disseminating such information by reasonable methods such as notification to the Company as needed. In the event that item (ii) applies, AEII shall post the information on our website, etc. by the stipulated effective date.
 - i . When the revised content suits the general interests of the Company;
 - ii . When the revised content is not contrary to the purpose of transactions relating to this Agreement and is reasonable in light of the necessity of revisions, the appropriateness of the revised content and other circumstances relating to changes;
 In relation to item (ii) above, we shall post information on our website before the effective time of the changes thereof.
- (b) We may change the terms of this Agreement in accordance with the preceding paragraph by giving thirty (30) days' prior notice to you. In such a case, the use of your Account after such notice shall be the declaration of the intention for your approval of the change. Upon such declaration, the changed terms of this Agreement shall apply to all Charges incurred on your Account(s) on or after the effective date of such change.
- (c) 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.

18. Confidentiality

- (a) All business or trade secrets or other information disclosed or supplied by one party to the other party must be treated as confidential and kept strictly confidential and shall not be disclosed to any third party (excluding our Affiliates) 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 shall not disclose any of its contents to any third party (excluding our Affiliates) 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.

19. Limitation of Liability

- (a) Notwithstanding any other provision in this Agreement, in no event shall we, our parent companies, 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, including delay or non-delivery;

- (iii) use of the Card in a machine that dispenses goods, services or cash or other means of payment;
- (iv) us 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 which are not available or inaccurately displayed for any reason, including due to your email address having been changed or being invalid, systems failure or interruptions in the communications systems.

20. Force Majeure

Neither party nor American Express' 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.

21. 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.

22. Applicable Law and Agreed 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 or the Tokyo Summary Court shall be the agreed court with exclusive jurisdiction over any disputes and collection proceedings arising out of or in relation to this Agreement.

23. 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.

24. 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.

25. 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, and administration or commencing any legal proceedings against the supplier. You agree to assign to us on demand any such rights.

26. 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.
 - iii . If fees and other charges paid to us are subject to withholding, you shall withhold tax and pay the applicable amount to the tax office within the

time period stipulated by law. In such case, you shall provide us with the official receipt from the tax office within 30 days, or the earliest date practicable.

- (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.

27. Parties Concerned

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.

28. 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.

29. 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 intention of the original provision of this Agreement.
- (b) Modifications made under this provision will not affect the parties' obligations under this Agreement, which will continue as modified.

30. Entire Agreement

- (a) The terms and conditions set forth in this Agreement and the 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) If 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 and when there is any inconsistency between this Agreement and such master agreement, this Agreement shall take precedence in respect of any Program provided in Japan.

31. Representation and Warranty related to Anti-social Forces

- (a) You represent and warrant that the Company, any of its Affiliates and any officers or employees, etc. of the Company or its Affiliates ("Company et al.") do not currently fall under an organized crime group, organized crime group member, person for whom five (5) years have not passed from the day on which he/she ceased to be an organized crime group member, non-regular member of an organized crime group, organized crime group affiliated organization, corporate racketeer, group engaging in criminal activities under the pretext of conducting social campaigns, crime group specialized in intellectual crimes or terrorist and other persons equivalent thereto (hereinafter collectively referred to as "Organized Crime Group Member, etc."), and do not and will not in the future fall under any of the following items:
 - (i) Have a relation with the organized crime group, etc. which is found to control the management;
 - (ii) Have a relation with the organized crime group, etc. which is found to be substantially involved in the management;
 - (iii) Have a relation with the Organized Crime Group Member, etc. who is found to be unlawfully used for the purpose of making illicit gain for yourself, your company or a third party, or for the purpose of causing damage to a third party;
 - (iv) Have a relation with or be involved with the Organized Crime Group Member, etc. by providing funds, etc. or favors to him/her;
 - (v) An officer or a person who is substantially involved in the management has a socially unacceptable relationship with the Organized Crime Group Member and etc.
- (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 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 force, or e) act which is similar to any of the above.

32. Response under Criminal Proceeds Transfer Prevention Act, and Ancillary Guidelines or Regulations

- (a) The Company agrees to the following items without objection with respect to verification conducted by AEII of information related to the Company and specific contents of transactions in accordance with the Act on Prevention of Transfer of Criminal Proceeds (the "Criminal Proceeds Transfer Prevention Act") and any guidelines, related to the same act:
 - (i) If the Company is requested by AEII to present or submit his or her driver's license or other materials or copies thereof, the Company shall cooperate with AEII (including the case where the Company is requested by AEII to present or submit additional materials);
 - (ii) If the Company is requested by AEII to verify the purpose of transactions using a Card or other contents of transactions., the Company shall cooperate with AEII;
 - (iii) In the events of the preceding items, if AEII specifies the due date of the presentation, submission or reply, the Company shall comply with such due date unless he or she has valid reasons not to do so; and
 - (iv) If AEII determines that the Company is involved in money laundering, terrorist financing or violation of economic sanction related laws, taking into consideration the Company's response to the verification set forth in the preceding items, specific contents of transactions, explanation of the Company and other circumstances, AEII may restrict or suspend use of a Card in whole or in part.
- (b) If the Company was or is a foreign politically exposed person or a family member of such person (meaning a person falling under any item of Article 12, Paragraph 3 of the Order for Enforcement of the Act on Prevention of Transfer of Criminal Proceeds, hereinafter referred to as "Foreign PEPs") (including the case where the Company becomes a Foreign PEP after the Company was accepted for membership), the Company shall immediately notify AEII of the fact and the name of country and position.
- (c) If the Company is required by AEII to take certain procedures pursuant to the Foreign Exchange and Foreign Trade Control Act, etc., the Company shall take such procedures or accept restriction or suspension of use of a Card in whole or in part overseas.

B. Business Travel Account Special Provisions

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) Travel charges 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 prepare a monthly statement of Charges for BTA usage and shall provide it to you and bill you in the manner prescribed by us.
- (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.
- (viii) You may apply for an additional BTA number by the method prescribed by us.

(b) Full Liability for Charges

- (i) 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.
- (ii) 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.
- (iii) 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.

- (iv) AEII will not be liable for any act or omission of any Agent, air carrier or other party providing goods or services, including any defect or deficiency in goods or services, or any representation made in a travel agent or supplier's brochure of advertisements. The Company will handle any claim or dispute directly with such parties and will not withhold any payment to AEII on account of such claim or dispute.

(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.

C. American Express @ Work® Special Provisions

These Special Provisions apply when the Company uses American Express @ Work® ("Services"). For the purpose of these Special Provisions, American Express means American Express and American Express Travel Related Services, Inc. These Special Provisions constitutes a part of the Agreement. Any matters not stipulated in these Special Provisions shall be governed by the provisions of the Agreement. Should there be any inconsistency or conflict between the content of these Special Provisions and those of the Agreement, the provisions of these Special Provisions shall prevail.

1. Authorised Users

- (a) Use of the Services is restricted to those authorised users designated by the Company from among the Authorizing Officers or Contact Persons ("Authorised Users"). If the Company chooses to open an Account for a BTA, the Company shall register Authorised Users from among the Authorizing Officers or Contact Person and in the absence of designation by the Company, we may register the person designated as Authorizing Officer as an Authorised User.
- (b) The Company understands that the designation of, and restricting access to, Authorised Users is part of the security of the Services data and agrees that the Company shall not substitute or replace any Authorised User(s), or add any additional Authorised User(s) except in a manner prescribed by us. The Company shall ensure that the Authorised Users comply with these Special Provisions.
- (c) In addition to any other limitation of liability set out in the Agreement, American Express will not be liable for any loss or damage (including but not limited to consequential loss) incurred by the Company or its officers or employees (including former officers or employees) by any acts or omissions of any Authorised Users, including losses associated with the Authorised User's failure to obtain any appropriate consent or approval, or any fraudulent action(s) (including fraudulent applications) of Authorised User(s), the Company or its officers or employees.
- (d) The Company understands and accepts that American Express shall be authorised to treat all actions, instructions and communications of Authorised Users (including access keys set up by the Authorised Users) as properly authorised by the Company and binding upon the Company even if fraudulent, incomplete, inaccurate, or made in error. The Company shall be responsible for protecting information, including access keys, and for any card applications made using the access key, whether authorized or unauthorized. American Express will not be liable for any losses, damages, costs or expenses (whether arising directly or indirectly) which the Company may suffer or incur because of American Express acting upon or relying on such actions, instructions and/or communications.
- (e) Authorizing Officers and/or Contact Person is authorized by Company to act on its behalf with respect to the American Express Account(s), and American Express may rely on all written and oral directions and information that it receives from the Authorizing Officers and/or Contact Person. The Authorised Users shall perform the matters prescribed by us with respect to the Service in accordance with the terms and conditions set forth in this Agreement. However, applications in the "Global Apply For Card (GAFC)" card application process can be approved by an Authorised User only if an Authorizing Officer is designated as an Authorised User.
- (f) Under the instructions from the Company, AEII may provide personal data of Card Members to a contractor which is located in a foreign country and to which the Company has contracted out the handling, etc. of personal data. The Company represents and warrants that it has obtained all consents and approvals, and made all disclosures required by applicable laws (including the Act on the Protection of Personal Information) to allow Authorised Users to engage in the following activities. The Company also represents and warrants that the Company will appropriately handle personal information of Card Members as required under the Personal Information Protection Act, such as by supervising a contractor if the Company provides personal information of Card Members to the contractor, or when providing information in the event of providing personal data to a third party located in a foreign country (including such provision of information by AEII as instructed by the Company). The Company warrants that any contractor to which the Company entrusts personal data has put in place such system that conforms to the standards

set by applicable rules of the Personal Information Protection Commission as is necessary to continuously take measures equivalent to those required by the Personal Information Protection Act to be taken by a business operator handling personal information in connection with the handling of personal data.

- (i) Manage, and take any action with respect to, the Accounts and Card Member Accounts; and
- (ii) Access to and/or transfer of (including cross-border access and/or transfer) personal information (including, but not limited to, name, address, e-mail address, telephone number, and Card number) of officers and employees of the Company and officers and employees of the Company's related entity(ies) (limited to those participating in American Express® Commercial Card Services or Program(s)) for the purpose of managing Accounts and Card Member Accounts.

2. Registration of Authorised Users

In relation to the Services, the Company shall agree to these Special Provisions and apply for the registration for use in the manner prescribed by us, upon which the registration for use shall be completed.

3. User ID and Password Management

- (a) The Company is responsible for properly managing the user ID(s) and password(s) for the Services assigned to each Authorised User by American Express. Authorised Users may not under any circumstances assign or rent their user IDs or passwords to any third party or share them with any third party.
- (b) American Express may deem any login with a user ID and password combination that matches the registered information to be a use by the user himself or herself who has registered such user ID, and any results arising from such use and any and all liabilities arising therefrom shall belong to the Company.
- (c) American Express shall not be liable for any loss or damage arising from the use or misuse of any user ID or password.

4. License Rights and Terms

- (a) Pursuant to these Special Provisions, and only during the term of this Agreement, American Express hereby grants each Authorised User a limited, non-transferable, non-exclusive license ("Licence") to permit Authorised Users to access and use the Services to which the Company has been granted access solely for the purpose of managing its own American Express related data and accessing or creating reports relating thereto, and performing various procedures related to a Card as set forth under these Special Provisions.
- (b) American Express shall retain all rights to the Services, including, but not limited to, patents, copyrights, trade secrets, and other proprietary rights. Neither the Company nor its Authorised User may download @ Work. In addition, in using the Services, American Express prohibits Authorised Users from:
- (i) removing any copyright or other proprietary legends from the Services;
- (ii) sub-licensing, leasing, renting, assigning, transferring or distributing the Services to any third party;
- (iii) altering, modifying, copying, enhancing or adapting the Services;
- (iv) attempting to reverse engineer, convert, translate, decompile, disassemble or merge the Services with any other software or materials; or
- (v) otherwise creating or attempting to create any derivative works from the Services.
- (c) Notwithstanding the foregoing, Authorised Users may download JAVA Applets as applicable based on the Services selected and may download, keep or merge reports generated by Authorised Users through the Services. American Express retains all proprietary rights to the format and arrangement of any and all reports generated through the Services. This license granted under these Special Provisions shall terminate upon termination of the Account agreement(s).

5. Obligations of the Company

The Company shall comply with all applicable laws with respect to the Services, including, but not limited to, laws related to the export of technical or personal data. The Company shall only use the Services with the content and data for which the Company has necessary rights.

6. Termination of Agreement

- (a) Either party may terminate this License for any reason or no reason by giving the other party thirty (30) days prior written notice. American Express may immediately terminate this License upon written notice to the Company if:
- (i) the Company fails to pay any applicable fee by the due pursuant to the terms of this Agreement;
- (ii) the Company or any Authorised Users breach any obligation set out in these Special Provisions; or
- (iii) the Company or any Authorised Users otherwise breach any other terms contained in this Agreement.

- (b) Upon the expiration or termination of this Agreement for any reason, the Company shall:
 - (i) immediately require that all Authorized Users cease using the Services;
 - (ii) promptly pay any applicable fees accrued but unpaid as of the expiration or termination date; and
 - (iii) within fifteen (15) days after expiration or termination that the Company and its Authorized Users destroy or return, any American Express documentation and confidential information in the Company's possession or control to American Express. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials. Notwithstanding the above, the Company may download, keep or merge reports generated by the Company through the Services. American Express retains all proprietary rights to the format and arrangement of any and all reports generated through the Services. All terms relating to an American Express Corporate Card or Corporate Purchasing Card account agreement will survive the termination or expiration of this License.

7. Service Interruptions

American Express reserves the right to conduct scheduled and unscheduled maintenance. American Express will provide notice of maintenance when reasonably possible. The Services may experience unanticipated downtime or interruptions.

8. Disclaimer of Warranties

American Express and its third party suppliers and licensors do not warrant that the Services will meet the Company's requirements or that access to the Services, or the operation of the Services will be uninterrupted, secure, error-free, that all errors will be corrected, or that the data and/or reports generated by the Services will be accurate. The Services are provided "as is" and to the extent permitted by law, American Express and its third party suppliers and licensors specifically disclaim all representations or warranties of any kind, expressed or implied, including without limitation any implied warranty of merchantability, fitness for a particular purpose, title, non-infringement or accuracy.

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.

9. Revision of these Special Provisions

- (a) In the following circumstances, AEII may specify the time in which the changes to these Special Provisions are effective, and revise these Special Provisions accordingly by posting the changed content and the effective time of the changes thereof on our website, or by disseminating such information by reasonable methods such as notification to the Company as needed:
 - (i) When the revised content suits the general interests of the Company;
 - (ii) When the revised content is not contrary to the purpose of transactions relating to these Special Provisions and is reasonable in light of the necessity of revisions, the appropriateness of the revised content and other circumstances relating to changes;
- (b) In addition to pursuant to the preceding paragraph, AEII may revise these Special Provisions upon notifying the Company by thirty (30) days' prior notice to the Company. In such case, the Company shall be deemed to have consented to and be bound by any such revision upon use of the Service.

D. Special Provisions for Department Name Card

In addition to the above, these special provisions shall apply if a Corporate Purchasing Card is issued in the name of a department, account payable, or any other name associated with the Company (hereinafter referred to as "Department Name") (hereinafter referred to as "Department Name Card"). These Special Provisions constitutes a part of the Agreement. Any matters not stipulated in these Special Provisions shall be governed by the provisions of the Agreement. Should there be any inconsistency or conflict between the content of these Special Provisions and those of the Agreement, the provisions of these Special Provisions shall prevail.

(a) Definitions

- (i) In these Special Provisions, the "Company" means a corporation or other organization authorized by AEII to open an American Express Corporate Purchasing Card Account. AEII shall issue a card to the Company upon its request.
- (ii) In these Special Provisions, "Card Member" means an employee of the Company for whom the issuance and use of the Card has been authorized by the Company, and who has been approved by the Company to use the Card.

(b) Use of a Department Name Card

- (i) Any Company that wishes to be issued a Department Name Card shall apply for its issuance with the understanding that the risk of fraudulent use of a Department Name Card is higher than that of a regular Corporate Purchasing Card.
- (ii) The Company shall, with the care of a good manager, cause the Card member to use the Department Name Card and shall manage the Card strictly.

(c) Obtaining consent of Card Members, etc.

- (i) The Company that has been issued a Department Name Card shall explain the content of these Terms and Conditions and the Special Provisions to the Card Member and obtain the person's express consent prior to the use of the Department Name Card. In addition, the Company that has been issued a Department Name Card shall cause the Card Member to comply with the Card Member's obligations set forth in these Terms and Conditions and the Special Provisions, and shall be liable for any breach of such obligations by the Card Member.
- (ii) Any use of the Department Name Card shall be deemed to be use by the relevant Card Member, and the Company shall be responsible for all Charges incurred for the use of the Card.

(d) Full Liability for Charges on Unauthorized Use

Notwithstanding the provisions of Section 5(c) of these Terms and Conditions, the Company shall be responsible for the payment of all Charges for the use of the Card, including all unauthorized use, in the case where a plastic card is issued in association with a Department Name Card.

(e) Matters related to confirmation of validity, etc.

- (i) The Company that has been issued a Department Name Card agrees that any Merchant may ask AEII to confirm the validity of the Card when the Card is used, given that the name of the Company's department is displayed on the Card.
- (ii) The Company that has been issued a Department Name Card shall explain to the Card Member that the Merchant may request cooperation in conducting the aforementioned confirmation, and shall cause the Card Member to cooperate in conducting such confirmation upon such request.
- (iii) The Company that has been issued a Department Name Card agrees that the Merchant may refuse to accept the Department Name Card as a result of the confirmation under item (i).
- (iv) The provisions of the preceding items shall not impose any obligation on the AEII or any Merchant to perform the confirmation described in item (i).

(f) Revision of these Special Provisions

- (i) In the following circumstances, AEII may specify the time in which the changes to these Special Provisions are effective, and revise these Special Provisions accordingly by disseminating the changed content and the effective time of the changes, by reasonable methods such as posting such information on our website:
 - a. When the revised content suits the general interests of the Company;
 - b. When the revised content is not contrary to the purpose of transactions relating to these Special Provisions and is reasonable in light of the necessity of revisions, the appropriateness of the revised content and other circumstances relating to changes;
- (ii) In addition to pursuant to the preceding item, AEII may revise these Special Provisions upon notifying the Company by thirty (30) days' prior notice to the Company. In such a case, the use of the Department Name Card by either the Company or the Card Member after such notice shall be deemed to be a manifestation of acceptance of the change by the Company and all the Card Members, and the revised Special Provisions shall apply to the Company and Card Members upon such manifestation of acceptance.
- (iii) The Company that has been issued a Department Name Card agrees that the Merchant may refuse to accept the Department Name Card as a result of the confirmation under item (i).
- (iv) The provisions of the preceding items shall not impose any obligation on the AEII or any Merchant to perform the confirmation described in item (i).

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 the 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 moving, 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;
 - (h) information related to online applications such as IP addresses, Internet service providers, cookies, application IDs, and other information on the status and environment of use, etc. of equipment, software (OS and applications, etc.) and communications used for applications, etc., and information related to the application process such as time of application;
 - (i) 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:
 - (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;
 - (j) measures against misuse; and
 - (k) other purposes with regard to which we separately obtain Persons' consent.Details of our business shall be disclosed on our website.
3. In addition to the terms set forth in this Section (a) 1 and (a)2. Persons agree that if Persons are representatives of Merchants or Merchants, we will use (including linking and using) the personal information (representatives' name, address, date of birth, telephone number and other information notified by Merchants to us at the time of application and/or notification of change) stated in the Merchant application forms together with the personal information described in this Section (a) 1 (a) and (b) for the purpose of confirming the performance of the obligations of Persons set forth herein, taking necessary measures hereunder, confirming the performance of the obligations of Merchants set forth in the Merchant Agreement, and taking necessary measures under the Merchant Agreement.
4. 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 (i) of Section (a)1.**, above jointly with the following parties. If any of the parties set forth in (b) below is located in a foreign country, please check our website for the name of the foreign country, information on the systems related to the protection of personal information in the foreign country, information on measures for protecting personal information to be taken by the relevant party set forth in item (b) below, and other helpful information.

- (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.
5. 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 **Section(a)1, items(a), (b) and (i).**, to the least extent required for the achievement of the following purpose. If, in any of the following cases, the Company designates an entity to which personal information should be provided and instructs us to transfer personal information to such entity, the Company shall at its responsibility obtain the consent of relevant Persons or supervise the Contractor or take other measures required under the Personal Information Protection Act, including, if the Contractor is an entity located outside Japan, measures required to transfer personal information outside Japan. If any of the following parties is located in a foreign country, please check our website for the name of the foreign country, information on the systems related to the protection of personal information in the foreign country, information on measures for protecting personal information to be taken by the relevant party below, and other helpful information.
 - (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 (including a third party located in a foreign country), for the purpose of travel arrangement, etc. upon Persons' request;
 - (b) in the case of disclosure which is made to a service providing company (including a company located in a foreign country) 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, any of its affiliates (including affiliates located in foreign countries) or a third party (including a third party located in a foreign country) designated by the Company, for the purpose of analysis of the management and optimization of business travels or business expenses as well as account management (including various procedures related to a Card).
 6. Even in the case where we use or disclose personal information to the extent agreed by Persons in Section(a)2, items (c) and (d), 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.
 7. Persons agree that we may submit personal information set forth in Section(a) 1 (a) and (h) to a recipient that operates a fraud detection system in the United States of America for the purposes of judging the credit risk and taking measures against misuse, and that we may obtain and use the results of detection by the fraud detection system of such recipient. Such recipient shall delete the personal information submitted by us after achieving the purposes set forth in this paragraph. Please check our website for information on the systems related to the protection of personal information in the United States of America, information on measures for protecting personal information to be taken by a recipient, and other helpful information.

(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 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.

Address: Sumitomo Fudosan Ueno Building 5 Gokan 1-10-14 Kitaueno, Taito-ku, Tokyo 110-0014

Telephone No.: 0570-055-955

URL: <https://www.jicc.co.jp>

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

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

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 six (6) months from the date on which we made an inquiry to the organization	Within six (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 five (5) years after termination (or if settlement is not complete, after full payment)	During the duration of the contract and within five (5) years after termination (however, within one year after the date of occurrence of the relevant fact with respect to information relating to transfer of receivables)
(4) Facts of delayed payment for obligation	During the period a contract is valid and for five (5) years after termination (or if settlement is not complete, after full payment)	During the period a contract is valid and within five (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

- 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.
 - If you wish to request us to make disclosure, please contact us at the contact information below.
Membership Service Center, American Express International, Inc., 4-1-1 Toranomon, Minato-ku, Tokyo 105-6920, Japan; Telephone No. 0120-974990;
URL: <https://www.americanexpress.co.jp>
 - For demands to credit information organizations, please inquire at each organization set forth in Section (b)2., above.
- 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

- If this Contract has not been concluded, the fact of application shall, in accordance with **Sections (a) and (b)1. item (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 **Section (a)1 and (a)2 item(i) and Section (b)1** for a certain period of time as stipulated by laws or regulations or designated by us.

(Effective as of October 1, 2023)

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.