

# TERMS AND CONDITIONS

## FOR THE AMERICAN EXPRESS® CORPORATE CARD

### -CORPORATE ACCOUNT-

#### Article1. (Definitions)

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

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

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

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

#### Article3. (Joint and Several Liability)

The Corporate Member and the Cardmember shall be jointly and severally liable to AEI for the performance of any and/or all obligations incurred on the Corporate Cards; provided, however, that the liability of a Cardmember shall be limited to the obligations incurred on the Corporate Card issued to him.

#### Article4. (Method of Payment)

1. The payment of charges for any purchase of goods and services using the Corporate Card, for all annual fees, delinquency fees, and other charges and fees, as well as the consumption tax levied thereon ("Charges") shall be

made by either a consolidated payment method or by an individual payment method as prescribed by AEI separately herefrom.

2. The consolidated payment method shall mean the method in which Charges incurred through the use of Corporate Cards will be paid by the Corporate Member in a single consolidated sum. Bills from AEI shall be sent to the Corporate Member. The Corporate Member shall make payments by the due date pursuant to the prescribed method.
3. The individual payment method shall mean the method in which Charges incurred through the use of a Corporate Card will be paid by each Cardmember. AEI will prepare a monthly statement of Charges every month in principle, and send it to or have it reviewed by each Cardmember in the manner specified in the Cardmember Terms and Conditions. The Corporate Member shall ensure that the Charges incurred on the Corporate Cards concerned are paid by the due date.
4. Corporate Member who opted for an automatic transfer from a designated bank account agrees that in the event such automatic transfer fails on the payment date, AEI may, in accordance with agreements with certain financial institutions, re-try an automatic transfer for all or a part of the applicable Charges.

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

1. AEI may suspend or revoke the membership of the Corporate Member and/or Cardmember, and the Corporate Member may withdraw from membership, all in the manner set forth in the Cardmember Terms and Conditions.
2. The Corporate Member may cause the cancellation of a specific Cardmember's membership by notifying AEI in writing and by cutting the Corporate Card in half and thereafter returning same to AEI. The Corporate Member agrees to indemnify AEI and hold it harmless for any losses, damages, and liabilities arising in connection with any claim relating to such cancellation.
3. AEI may revoke the Corporate Member's membership and cancel all the Corporate Cards immediately upon notice, in the event that (i) the Corporate Member, any of its affiliates, or any directors or employees, etc. of the Corporate Member or affiliate corresponds to any of the items listed in Article 11.1, or has conducted any act which corresponds to any of the items listed in Article 11.2, (ii) the Corporate Member's representation and warranty declared under Article 11 turns out to be false, or (iii) AEI recognizes that it is not proper for AEI to continue a contractual relationship with the Corporate Member due to a reason set forth above.

#### Article6. (Change in Reported Matters)

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

#### Article7. (Supply of Information)

1. The Corporate Member agrees to provide AEI to the extent permitted by law with any information available to the Corporate Member that AEI reasonably requests concerning the whereabouts of a Cardmember, his or her last known address, and any information about the Cardmember's use of the Corporate Card, and to supply to AEI any available documentation or support related to such use that AEI may request. Provided, however, in case the rights or legitimate interests of Cardmember is harmed by the provision of such information, and there is a request for suspension from the Cardmember, the Corporate Member shall not provide AEI with new information related to the Cardmember.
2. The Corporate Member also agrees to cooperate with AEI in any investigation, litigation or prosecution arising in connection with the use of a Corporate Card.
3. Upon AEI's request, the Corporate Member will submit a document (notarized by a notary public, if necessary) which certifies that the Cardmember in question has been reimbursed for business-related Charges in accordance with the internal rules of the Corporate Member.
4. This Article7 shall continue to remain in force even after the Corporate Member has lost its membership or after the Corporate Card is cancelled.

## Article8. (Limitation of Liability)

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

## Article9. (Governing Law)

Any and all matters concerning the application, issuance, or use of the Corporate Card shall be governed by Japanese law. The Tokyo District Court 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.

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

- In the following circumstances, we 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 Corporate Member as needed:
  - When the revised content suits the general interests of the Corporate Member;
  - 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 addition to previous paragraph, AEII may revise these Terms and Conditions from time to time upon notifying the Corporate Member by a written notice or other method, and the Corporate Member shall be deemed to have consented to and be bound by any such revision upon use or retention of the Corporate Card by any of its Cardmembers subsequent to such notification.
- AEII may change the Card Member Agreement in accordance with its terms.

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

- The Corporate Member represents and warrants that the Corporate Member, any of its Affiliates and any officers or employees, etc. of the Corporate Member 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:
  - Have a relation with the organized crime group, etc. which is found to control the management;
  - Have a relation with the organized crime group, etc. which is found to be substantially involved in the management;
  - 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;
  - Have a relation with or be involved with the Organized Crime Group Member, etc. by providing funds, etc. or favors to him/her;
  - 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.
- 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.

## Article12. (Response under Criminal Proceeds Transfer Prevention Act, and Ancillary Guidelines or Regulations)

- The Corporate Member agrees to the following items without any objection with respect to the verification conducted by AEII of information(s) related to the Corporate Member 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:
  - If the Corporate Member is requested by AEII to present or submit his or her driver's license or other materials or copies thereof, the Corporate Member shall cooperate with AEII (including the case where the

Corporate Member is requested by AEII to present or submit additional materials);

- If the Corporate Member is requested by AEII to verify the purpose of transactions using a Card or other contents of transactions., the Corporate Member shall cooperate with AEII;
  - In the events of the preceding items, if AEII specifies the due date of the presentation, submission or reply, the Corporate Member shall comply with such due date unless he or she has valid reasons not to do so; and
  - If AEII determines that the Corporate Member is involved in money laundering, terrorist financing or violation of economic sanction related laws, taking into consideration the Corporate Member's response to the verification set forth in the preceding items, specific contents of transactions, explanation of the Corporate Member and other circumstances, AEII may restrict or suspend use of a Card in whole or in part.
- If the Corporate Member 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 Corporate Member becomes a Foreign PEP after the Corporate Member was accepted for membership), the Corporate Member shall immediately notify AEII of the fact, the name of country and the position.
- If the Corporate Member is required by AEII to take certain procedures pursuant to the Foreign Exchange and Foreign Trade Control Act, etc., the Corporate Member shall take such steps or accept restriction or suspension of use of a Card in whole or in part overseas.

## 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 International, Inc. ("AEII") and American Express Travel Related Services, Inc. These Special Provisions constitutes a part of the agreement based on these Terms and Conditions ("Agreement"). Any matters not stipulated in these Special Provisions shall be governed by the provisions of these Terms and Conditions. Should there be any inconsistency or conflict between the content of these Special Provisions and those of these Terms and Conditions, the provisions of these Special Provisions shall prevail.

### 1. Authorised Users

- 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 Persons, and in the absence of designation by the Company, we may register the person designated as Authorizing Officer as an Authorised User.
- 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.
- 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.
- 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.
- 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 Authorised 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 Authorised 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.

## 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.

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

(Effective as of October 1, 2023)