

## **Terms and Conditions of Service**

These Terms and Conditions of Service (these "Terms") set forth the terms and conditions of transactions between XPERISUS Inc. ("XPERISUS") and its Client Company (the "Client") regarding the services to be delivered by XPERISUS to the Client as set forth in Article 3 of these Terms (the "Service"). The delivery of the Services is conditional on the Client's compliance with these Terms. If the Client does not agree to these Terms, it is not entitled to receive the Services.

### Chapter 1          General Provisions

#### Article 1      (Purpose of these Terms)

The purpose of these Terms is to clarify the terms and conditions of transactions between the Client and XPERISUS and the scope of their respective responsibilities in relation to the delivery of the Services, thereby ensuring safe and sound travel by travelers and promoting mutual development in the travel industry.

#### Article 2      (Status of XPERISUS)

The Client shall commission XPERISUS to deliver the Services and XPERISUS shall deliver the Services in accordance with said commission.

2    XPERISUS may subcontract all or part of the delivery of the Services to a third party.

#### Article 3      (Commissioned service)

The types and content of the Services to be delivered by XPERISUS to the Client shall be set as follows. However, XPERISUS may deliver other services to the Client to the extent that doing so does not deviate from the purpose of Article 1 and does not conflict with any applicable laws and regulations.

- (1) Arrangement of transportation agencies, etc.
- (2) Arrangement of accommodation facilities, etc.
- (3) Arrangement of meals, etc.
- (4) Arrangement of admission to facilities for visiting, etc.
- (5) Arrangement of guides, interpreters and other necessary personnel
- (6) Making discretionary arrangements in advance or locally
- (7) Provision of travel services
- (8) Making emergency arrangements in response to fortuitous events or force majeure events, etc. and implementation of measures associated therewith
- (9) Provision of information, planning and other services
- (10) Any other services incidental to the foregoing

Article 4 (Duty of care of good manager)

XPERISUS shall deliver, with the care of a good manager, the Services the Client has commissioned it to deliver hereunder.

Article 5 (Rights in relation to content of travel services planned by XPERISUS)

All know-how, ideas, methods and any other rights included in the travel services planned by XPERISUS (including, but not limited to, hands-on plans) shall belong to XPERISUS, and the Client shall not engage in any act that infringes on such rights (including, but not limited to, acts of using the same without the consent of XPERISUS).

- 2 The provision of the preceding paragraph shall survive the termination of the Individual Agreements defined in Article 6 for an indefinite period.

Article 6 (Scope of application of these Terms)

These Terms shall apply to agreements concluded between the Client and XPERISUS in relation to the Services to be delivered by XPERISUS to the Client (collectively “Individual Agreements”).

- 2 Any matters not specified in these Terms or an Individual Agreement shall be interpreted or performed in accordance with related laws and regulations or generally established customs in the travel industry.
- 3 Notwithstanding the provisions of the preceding paragraphs, if there is any special written agreement between the Client and XPERISUS, said special agreement shall govern.

Chapter 2 Conclusion of Individual Agreements

Article 7 (Application for the conclusion of an Individual Agreement)

If the Client intends to commission the Services to XPERISUS, it shall submit a document describing the content of the Services to XPERISUS.

- 2 Based on the document submitted in accordance with the preceding paragraph, XPERISUS shall create a quotation for the Services and submit it to the Client without delay, and said submission of the quotation shall be deemed an application for the conclusion of an Individual Agreement.
- 3 Notwithstanding the provisions of the preceding paragraphs, if there is any special written agreement between the Client and XPERISUS, said special agreement shall govern.

Article 8 (Conclusion of Individual Agreement)

Upon the Client’s approval of the estimate prescribed in Paragraph 2 of the preceding Article, an Individual Agreement shall be deemed to have been concluded at the same time as said approval.

- 2 The method of the approval set forth in the preceding paragraph shall be as prescribed by XPERISUS.

Article 9 (Commencement and termination of the Services)

XPERISUS shall start to perform the Services without delay upon the conclusion of the relevant Individual Agreement.

- 2 In order to achieve the purpose set forth in the preceding paragraph, if XPERISUS requests the Client to clearly indicate the details necessary for the delivery of the Services, the Client shall provide oral or written responses regarding such details without delay.
- 3 XPERISUS shall report on the progress and completion of the Services to the Client orally or in writing, either individually or all at once.
- 4 If XPERISUS finds, whether prior to the conclusion of an Individual Agreement or thereafter, that it is unable to deliver the Services requested by the Client, it shall immediately notify the Client to that effect orally or in writing and receive instructions from the Client.

Article 10 (Payment of service fee)

The Client shall pay to XPERISUS the full amount of the service fee set forth in an Individual Agreement no later than a month prior to the date of departure for the planned trip, or by the date separately designated by XPERISUS if such a date is so designated. However, in the case where the date of payment falls on a financial institution holiday, the payment must be made by the immediately preceding financial institution business day.

- 2 Notwithstanding the provision of the preceding paragraph, if there is any separate written agreement between the Client and XPERISUS, the service fee shall be settled in accordance with said separate agreement.

Article 11 (Payment of deposit)

Notwithstanding the provision of the preceding Article, if XPERISUS, or any transportation agency or accommodation facility, etc. (collectively a "Travel Service Provider") that provides travel services at the travel destination pursuant to the Services requests a deposit in advance, the Client shall pay said deposit by the due date designated by XPERISUS.

Article 12 (Bearing of expenses)

Telecommunications expenses (including tax) ancillary or related to these Terms and Individual Agreements and remittance fees (including tax) for service fees shall be borne by the originator/caller/sender, whether it is the Client or XPERISUS.

Article 13 (Late payment charges)

If the Client fails to fulfil its monetary obligations under an Individual Agreement, such as the service fee and deposit, the Client shall pay XPERISUS a late payment charge accruing on the principal at the rate of 14.6% per annum, from the day following the due date to the date of full payment, in addition to the principal.

### Chapter 3          Amendment to Agreement

#### Article 14    (Changes to the Services)

Even after the conclusion of an Individual Agreement, if any of the following events occurs, XPERISUS may change the type, content, extent, etc. of the Services set forth in the Individual Agreement, in whole or in part, by unilaterally expressing its intent to the Client.

- (1) The number of travelers increases or decreases, or any other request is made by the Client.
  - (2) The schedule must be changed due to transportation being at full capacity or other unavoidable reasons.
  - (3) The accommodation facility must be changed due to being at full capacity, a temporary closure or other similar reasons.
  - (4) The delivery of all or part of the Services has become impossible or extremely unsafe due to a natural disaster, war, labor dispute, suspension of the provision of travel services by a Travel Service Provider, order by a public agency, or other unavoidable reasons.
  - (5) The Client delays payment of the service fee set forth in Article 10.
  - (6) The Client delays payment of the deposit set forth in Article 11.
  - (7) The change is reasonable or unavoidable.
- 2 If XPERISUS intends to make any change due to any events specified in Items 2 to 4 of the preceding paragraph, it shall provide an explanation to the Client in advance. However, where there is a compelling reason in cases of emergency, providing an explanation after the fact will suffice.

#### Article 15    (Settlement of difference in the service fee)

In the case where the Services have been changed pursuant to the preceding Article, any difference in the service fee shall be settled in accordance with the following provisions.

- (1) If the service fee after the relevant change is less than the service fee under the agreement, XPERISUS shall return the difference to the Client.
- (2) If the service fee after the relevant change is more than the service fee under the agreement, the Client shall additionally pay the difference to XPERISUS.
- (3) The costs and expenses necessary for the procedures for the change shall be borne by the Client.

#### Article 16    (Change in the amount of the service fee)

Even after the conclusion of an Individual Agreement, if any of the following events occurs, XPERISUS may change the amount of the service fee by unilaterally expressing its intent to do so. In such case, the Client and XPERISUS shall settle the difference without delay.

- (1) There is a change in the fees paid to a Travel Service Provider.
- (2) There is a change in the fees due to the cessation of travel services by a Travel Service Provider,

order by a public agency, provision of transportation services not in accordance with the original plan or any other reason not involving XPERISUS.

- (3) There is a change in the content of the agreement due to justifiable reasons, such as an act of God, and the fees paid to a Travel Service Provider are changed as a result of said change.
- (4) Any taxes related to the Services have been added, abolished, or increased or decreased by any relevant authorities.
- (5) There is an increase or decrease in the fees paid to a Travel Service Provider for any other reasons equivalent to the above.

#### Chapter 4          Termination of Agreement

##### Article 17    (Termination of Individual Agreement)

In the case of any of the following events, XPERISUS may terminate all or part of the Individual Agreement related to the relevant travel. In such case, XPERISUS shall explain the reason to the Customer in advance, or after the fact if there is a compelling reason that hinders the provision of an explanation in advance.

- (1) The Client requests full or partial termination of the Individual Agreement.
- (2) The traveler commits an act, or is likely to commit an act, that violates relevant laws or regulations or offends public order and morals and it is deemed that the smooth delivery of the Services will be hindered.
- (3) It is deemed, based on the judgment of XPERISUS or its appointed guide, that the delivery of the Services would be unsafe for the Traveler or would be inappropriate due to harming social honor, etc.
- (4) The service fee provided for in Article 10 or the deposit provided for in Article 11 has not been paid or is not likely to be paid to XPERISUS by the Client.
- (5) The delivery of all or part of the Services becomes impossible due to unavoidable reasons on the part of the Travel Service Provider.
- (6) The delivery of all or part of the Services has become impossible or extremely unsafe due to a natural disaster, war, labor dispute, or other unavoidable reasons.
- (7) It is determined that the delivery of the Services would cause XPERISUS to incur a significant loss due to changes in the circumstances, etc.
- (8) The Client breaches any of the provisions of these Terms or the Individual Agreement.

##### Article 18    (Actual costs upon termination)

In the case of the preceding Article, any cost and other expenses that XPERISUS has already paid on behalf the Client shall be borne by the Client, and if any damage is caused to XPERISUS due to the termination of an Individual Agreement, the Client shall fully compensate XPERISUS for the damage by the due date designated by XPERISUS.

Article 19 (Receipt of cancellation fee)

If all or part of an Individual Agreement is terminated in accordance with Article 17, the Client shall pay XPERISUS a cancellation fee as specified in the Appendix. However, if a cancellation fee is separately provided for in the Individual Agreement, it shall apply.

Chapter 5 Safety Management

Article 20 (Appointment and standing of a guide)

XPERISUS may appoint a guide and have him/her accompany the traveler in order to carry out a guided tour safely and smoothly.

- 2 The guide appointed pursuant to the preceding paragraph shall perform necessary guidance services on behalf of XPERISUS so that the traveler is provided with the travel services in accordance with the terms of the agreement.

Article 21 (Description of the guide)

When a guide accompanies the traveler in accordance with Paragraph 1 of the preceding Article, the Client shall preliminarily explain to the traveler, either directly or through a tour guide, that the guide will provide guidance services at the site.

Article 22 (Standing and duties of the tour guide)

The tour guide shall supervise the traveler's activities during the travel and cooperate with XPERISUS and the guide in performing their work.

- 2 The tour guide may ask XPERISUS and the guide for various kinds of cooperation in performing the Services.
- 3 In the case where no tour guide accompanies the traveler, XPERISUS shall perform all or part of the Client's work on behalf of the Client, in accordance with the purpose of the Services defined with the Client.
- 4 In the case where no tour guide accompanies the traveler, XPERISUS may take necessary measures if the traveler is considered to be in need of protection due to illness, injury, etc. during the travel. In such case, if this is not due to the fault of XPERISUS, any costs and expenses required for such measures shall be borne by the Client (and ultimately by the traveler), and the Client shall pay such costs and expenses by the due date and in the manner designated by XPERISUS.

Chapter 6 Services Outside the Agreement

Article 23 (Application for locally commissioned services)

In the case where XPERISUS receives an application for a side trip not covered by the agreement or for any other contract from the traveler at the site, it shall prescribe the relevant provisions at its discretion and perform the same under the direct contract with the traveler. However, if there is any separate agreement between the Client and XPERISUS, said agreement shall govern.

Article 24 (Refusal to deliver locally commissioned services)

If XPERISUS receives an application from the Client or the traveler for a side trip not covered by the agreement or for any other contract that is likely to cause harm to physical safety or public order and morals or that is likely to violate any law, custom, manners, religion, etc. inherent to the travel destination, it may refuse said application at its own discretion.

Chapter 7 Responsibility

Article 25 (Damage/Accident)

If XPERISUS intentionally or negligently causes damage to the traveler in the course of the performance of an Individual Agreement, it shall compensate the Client for said damage according to the amount of the damage, its share of responsibility, etc. However, this shall apply only if the Client notifies XPERISUS of the damage in writing or by electronic means within one (1) year from the day immediately following the occurrence of the damage.

- 2 XPERISUS shall not be liable for any damage incurred by the traveler due to a natural disaster or any other act of God, a war, riot, infectious disease, discontinuation of travel-related services provided by an event provider or Travel Service Provider, order from a public agency, or any other reason not involving XPERISUS.
- 3 If the traveler's willful misconduct or negligence causes damage to XPERISUS, the Client must compensate XPERISUS for said damage.
- 4 The Client must ensure that the traveler has a necessary insurance policy.

Chapter 8 Supplementary Provisions

Article 26 (Term)

An Individual Agreement shall be in effect for one (1) year from the date of conclusion thereof. However, in relation to the Services delivered during the effective period of an Individual Agreement, the relevant Individual Agreement shall survive the lapse of said period.

- 2 An Individual Agreement shall be renewed for an additional period of one (1) year under the same terms and conditions unless either the Client or XPERISUS expresses a contrary intention no later than 60 days before the expiration of the effective period, and the same shall apply thereafter.

Article 27 (Termination of agreement)

Notwithstanding the provisions of the preceding Article, either the Client or XPERISUS may terminate all or part of an Individual Agreement by giving 60 days' prior written notice to the other party.

2 If the Client or XPERISUS falls under any of the following items, the other party may terminate all or part of an Individual Agreement without any notice or demand.

- (1) It fails to perform its obligations set forth in the Individual Agreement and fails to remedy the non-performance within a reasonable period even after receiving a demand from the other party specifying said reasonable period for remedy.
- (2) It suspends payments or becomes insolvent.
- (3) A bill or check drawn or accepted by it has been dishonored, or a disposition to suspend transactions has been issued to it by a clearinghouse or electronic monetary claim recording institution.
- (4) It is subject to compulsory execution, provisional attachment, provisional disposition, exercise of security interests or public auction, or a disposition for failure to pay taxes and public dues.
- (5) A petition for commencement of its bankruptcy, civil rehabilitation, or corporate reorganization proceedings or commencement of its special liquidation has been filed against it or by it voluntarily.
- (6) It has discontinued its business, adopted a resolution for dissolution, or begun the liquidation process.
- (7) It has reduced the amount of its capital, undergone a merger, company split, share exchange, share transfer, or transferred or received all or part of a business.
- (8) Its business permit or license has been revoked or suspended by a supervisory authority or similar measures have been taken against it by a supervisory authority.
- (9) Its financial condition has deteriorated or there are reasonable grounds to believe that its financial condition is likely to deteriorate.
- (10) It has significantly damaged the credibility of the other party.
- (11) Any other event equivalent to the preceding items occurs.

Article 28 (Elimination of antisocial forces)

If either the Client or XPERISUS reasonably judges that the other party falls under any of the following items, it may immediately terminate all or part of an Individual Agreement without giving any notice or demand to the other party and without performing its obligations. If the terminating party suffers damage due to the termination, the non-terminating party shall compensate for said damage.

- (1) The other party constitutes any of the following antisocial forces:
  - A Organized crime group;
  - B Member of an organized crime group;



- C Quasi-member of an organized crime group;
  - D Company affiliated with an organized crime group;
  - E Corporate racketeer or any other group that engages in criminal activities under the pretext of conducting social or other campaigns; or
  - F Any other person/entity similar to any of those listed in Items A through E above.
- (2) The other party has any of the following relationships with the antisocial forces specified in the preceding item or any party closely associated with said antisocial forces (hereinafter collectively referred to as "Antisocial Forces, etc.):
- A The management of the other party is controlled by Antisocial Forces, etc.;
  - B Antisocial Forces, etc. are substantially involved in the management of the other party;
  - C The other party provides funds or benefits to Antisocial Forces, etc.; or
  - D The other party has any other socially-reprehensible relationship with Antisocial Forces, etc.
- (3) The other party has conducted any of the following acts by itself or by using a third party:
- A Making a violent demand;
  - B Making an unreasonable demand beyond legal responsibility;
  - C Using intimidation or violence in relation to transactions;
  - D Damaging the Client's or XPERISUS' credibility or obstructing the Client's or XPERISUS' business by spreading false rumors or using fraudulent means or force; or
  - E Committing any acts similar to any of those listed in Items A through D above.
- 2 Even if the non-terminating party suffers damage as a result of the termination pursuant to the preceding paragraph, the non-terminating party may not make a claim to the terminating party.

Article 29 (Settlement)

When an Individual Agreement is terminated pursuant to the preceding three Articles and there is any unsettled amount related to the Individual Agreement, the unsettled amount shall be settled between the parties without delay.

Article 30 (No assignment)

Neither the Client nor XPERISUS may, without the prior written consent of the other party, transfer its status under an Individual Agreement to any third party, or assign to any third party or pledge as security for any third party all or part of its rights or obligations arising out of the Individual Agreement.

Article 31 (Confidentiality)

Neither the Client nor XPERISUS shall disclose or divulge to any third party the confidential information of the other party that it obtains in relation to an Individual Agreement or use such information for any purpose other than the purpose of the Individual Agreement. However, this shall not apply in the case where the disclosure is required by judicial, administrative, or similar bodies

under laws and regulations.

- 2 The following information is not included in confidential information.
  - (1) Information that is already known to the public before the recipient obtains it from the other party
  - (2) Information that has become known to the public due to a reason not attributable to the recipient after the recipient obtains it from the other party
  - (3) Information that is already in the hands of the recipient before the recipient obtains it from the other party
  - (4) Information that is obtained from a third party with legitimate authority without assuming confidentiality obligations
  - (5) Information independently developed without relying on any information obtained from the other party
- 3 The provisions in each item of this Article shall remain in full force and effect for one (1) year after the termination of an Individual Agreement.
- 4 If an Individual Agreement expires or is terminated, the Client and XPERISUS shall return or dispose of, in accordance with the instructions of the other party, the other party's confidential information learned under the Individual Agreement and shall not use it thereafter.

#### Article 32 (Personal Information)

Personal information refers to any information that can identify a specific individual based on the name, address, telephone number, e-mail address, etc. of an individual (including travelers and persons making inquiries, etc.) learned in connection with an Individual Agreement (including those that can be readily collated with other information and thereby identify a specific individual) as well as Individual Identification Codes.

- 2 The Client and XPERISUS shall appropriately handle all personal information received from the other party and shall not commit any of the following acts.
  - (1) Disclosing or divulging it to any third party
  - (2) Copying it, outputting it onto paper media, storing it in electronic recording media, preparing and sending direct mail containing it, or preparing records and materials, etc. by using it beyond the scope of the purpose of an Individual Agreement without obtaining consent from the individual who disclosed his/her personal information
  - (3) Destroying or falsifying it
  - (4) Using it for profit-making activities for itself or a third party
- 3 The Client and XPERISUS shall take the best security measures against the risk of unauthorized access to, or loss, destruction, alteration, or leakage of personal information.
- 4 The Client and XPERISUS shall comply with their obligations under any applicable laws and regulations concerning the protection of personal information.
- 5 The obligations under the preceding three paragraphs shall survive the termination of an

Individual Agreement indefinitely.

- 6 If the Client or XPERISUS commissions the services relating to the handling of the personal information to a third party, it shall impose obligations equivalent to those under this Article on the third party.

Article 33 (Governing law)

These Terms and Individual Agreements shall be governed by and construed in accordance with the laws of Japan.

Article 34 (Dispute settlement)

All disputes arising out of or in connection with these Terms or any Individual Agreement, including any issue regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Singapore International Arbitration Centre Arbitration Rules for the time being in force, which rules are deemed to be incorporated into these Terms and any Individual Agreement by reference in this Article. The seat of arbitration shall be Singapore and the language of the arbitration shall be English.

Article 35 (Consultation)

Any matter not provided for in these Terms or an Individual Agreement or any question arising with respect to these Terms or an Individual Agreement shall be determined each time through consultation between the Client and XPERISUS.

Appendix: Cancellation Policy (Related to Article 19)

Cancellation Date		Cancellation Fee
(1)	Cancellation requested 46 or more days prior to the arrival date.	Amount equivalent to 20% of the service fee
(2)	Cancellation requested 45 – 31 days prior to the arrival date.	Amount equivalent to 30% of the service fee
(3)	Cancellation requested 30 – 15 days prior to the arrival date.	Amount equivalent to 50% of the service fee
(4)	Cancellation requested 14 – 8 days prior to the arrival date.	Amount equivalent to 80% of the service fee
(5)	Cancellation requested 7 – 1 day(s) prior to the arrival date.	Amount equivalent to 100% of the service fee
(6)	Cancellation after the start of travel or no show	Amount equivalent to 100% of the service fee

- \* "Cancellation date" refers to the date on which the cancellation notice from the Client arrives at XPERISUS during the latter's business hours (until 5:00 p.m. Japan Standard Time).
- \* "Arrival date" refers to the first day on which the Traveler arrives to Japan (as determined by Japan Standard Time).
- \* In the case where a deposit paid as prescribed in Article 11, the Client shall also pay the cancellation fee defined under the rules introduced by each Travel Service Provider, separately from the cancellation fee prescribed in the Appendix.