

Ministry of Land, Infrastructure and Transport Notification No. 1,953

All of the standard travel agreement in Article 12-3 of the travel business law (Act No. 239 of 1952) (Declaration No. 751 of the Ministry of Transportation of December 19, 1995) We have revised and decided as follows, so we advertise it.

December 16 in Heisei 16

Minister of Land, Infrastructure and Transport

Kazuo Kitagawa

Final revision: March 12, 2000 Notification of Ministry of Land, Infrastructure, Transport and Tourism (Article 296)

## **Standard Travel Agreement Subsection**

【Original text is vertical writing.】

### **Chapter I General Provisions**

#### Article 1 (Scope of Application)

1. An agreement for an Agent-Organized Travel which this company (hereinafter referred to as "the Company") concludes with a Traveler (hereinafter referred to as "Agent-Organized Travel Agreement") shall be subject to the provisions of these General Terms and Conditions. Matters not provided for in these General Terms and Conditions shall be governed by the laws, ordinances, regulations and generally established practice.
2. If the Company has entered into a special agreement in writing without violating the laws, ordinances and regulations and within the scope not unfavorable for the Traveler, that special agreement, notwithstanding the provisions of the preceding Paragraph, shall prevail over the provisions of these General Terms and Conditions.

#### Article 2 (Definitions of Terms)

1. An "Agent-Organized Travel" as stated in these General Terms and Conditions means travel for which the Company prepares in advance, for the recruitment of the Travelers, a travel plan in which the destination and itinerary of the travel, the contents of the transportation or accommodation services which the Traveler is entitled to receive, and the amount of the travel fee that the Traveler should pay to the Company are specified, and which the Company operates according to such plan.
2. As stated in these General Terms and Conditions, "Domestic Travel" means travel only

within Japan and "Overseas Travel" means travel other than Domestic Travel.

3. A "Communications Agreement" as stated in this part means an Agent-Organized Travel Agreement, which the Company concludes with a card member of the credit card company with which the Company, or a company which sells the Company's Agent-Organized Travel as an agent of the Company, is affiliated (hereinafter referred to as "Affiliated Company") by receiving an application by telephone, mail, facsimile, or any other means of communication with which the Traveler agrees in advance to settle the credits or debts for the travel fee, etc., based on the Agent-Organized Travel Agreement which the Company has against the Traveler on or after the date on which such credits or debts should be settled in accordance with the card membership rules of the Affiliated Company separately established, and with which the Traveler pays the travel fee, etc., under the Agent-Organized Travel Agreement in accordance with the methods stipulated in Paragraph 2, Article 12, the latter part of Paragraph 1, Article 16 and Paragraph 2, Article 19. 3

4. An "Electronic Acceptance Notice" as stated in this part means a notice of acceptance in response to an application for an agreement, which is sent by, among methods using information communication technology, a method of transmission through a telecommunication line connecting the computer, facsimile machine, telex or telephone (hereinafter referred to as "Computer, Etc.") used by the Company, or a company which sells Agent-Organized Travels as an agent of the Company, and the Computer, Etc., used by the Traveler.

5. A "Card Use Day" as stated in these General Terms and Conditions means the date on which the Traveler or the Company should pay the travel fee, etc., or settle the refund debts in accordance with the Agent-Organized Travel Agreement.

#### Article 3 (Contents of Travel Agreement)

Under an Agent-Organized Travel Agreement, the Company undertakes to make arrangements and manage the itinerary so that the Traveler may receive transportation, accommodation, and other services relating to the travel (hereinafter referred to as "Travel Services") provided by transportation, accommodation facilities, etc., in accordance with the itinerary established by the Company.

#### Article 4 (Arrangements Agent)

In performing an Agent-Organized Travel Agreement, the Company may have another travel agent, a person handling travel arrangements as a business, or any other auxiliary in or outside Japan perform arrangements in whole or in part as an agent.

## **Chapter II Conclusion of Agreement**

### Article 5 (Application for Agreement)

1. A Traveler who intends to apply to the Company for an Agent-Organized Travel Agreement must enter the prescribed matters in an application form prescribed by the Company (hereinafter referred to as "Application Form") and submit it to the Company together with the application fee, the amount of which is separately specified by the Company.
2. Notwithstanding the provisions of the preceding Paragraph, a Traveler who intends to apply to the Company for a Communications Agreement must inform the Company of the title of the Agent-Organized Travel for which he/she intends to apply, the date of commencement of the travel, the membership number, and other matters (hereinafter referred to as "Membership Number, Etc.").
3. The application fee referred to in Paragraph 1 shall be treated as part of a travel fee or a cancellation fee or a penalty.
4. A Traveler who needs special consideration in participating in an Agent-Organized Travel is requested to inform the Company to that effect at the time of application for the Agent-Organized Travel Agreement. Then, the Company will accommodate the requirements to the reasonably practical extent.
5. The cost required for the special measure taken by the Company for the Traveler in accordance with the information referred to in the preceding Paragraph shall be borne by the Traveler.

### Article 6 (Reservation via Telephone, Etc.)

1. The Company accepts reservations for an Agent-Organized Travel Agreement by telephone, mail, facsimile or other means of communication. In this case, the agreement is not in effect at the time of the reservation, and the Traveler, after the Company has informed him/her of the acceptance of the reservation, must submit an Application Form and the application fee, or inform the Company of the Membership Number, Etc., in accordance with the provisions of Paragraph 1 or 2 of the preceding Article within the period specified by the Company.
2. When the Application Form and the application fee have been submitted or the Membership Number, Etc., have been informed in accordance with the provisions of the preceding Paragraph, the order for the conclusion of the Agent-Organized Travel Agreement shall be according to the order of receipt of the reservation concerned.

3. If the Traveler has not submitted the application fee or has not informed the Company of the Membership Number, Etc., within the period referred to in Paragraph 1, the Company deems that there has been no reservation.

#### Article 7 (Refusal of Conclusion of Agreement)

In any of the following cases, the Company may not agree to conclude an Agent-Organized Travel Agreement:

- (1) If any of the conditions of a participating Traveler in respect of sex, age, qualifications, skills, etc., specified by the Company in advance is not met.
- (2) If the number of applying travelers has reached the intended number of recruitment
- (3) If it seems likely that the Traveler may give trouble to other Travelers and/or disturb the smooth conduct of group activities
- (4) If the Company's business situation necessitates it;
- (5) In case of intending to conclude a Communications Agreement, if the Traveler is unable to settle his/her debts relating to the travel fee, etc., in whole or in part, in accordance with the card membership rules of the Affiliated Company, for such reasons as the Traveler's credit card being invalid, etc. 5

#### Article 8 (Time of Entry into Effect of Agreement)

1. An Agent-Organized Travel Agreement enters into effect when the Company has agreed to the conclusion of the agreement and received the application fee referred to in Paragraph 1, Article 5.
2. Notwithstanding the provisions of the preceding Paragraph, a Communications Agreement enters into effect at the time the Company has issued a notice to the effect that the Company agrees to the conclusion of the agreement; provided, however, that if an Electronic Acceptance Notice is issued under the agreement, the agreement enters into effect at the time such notice has reached the Traveler.

#### Article 9 (Issue of Agreement Document)

1. The Company shall issue to the Traveler a document mentioning the itinerary, the contents of Travel Services, the travel fee, and other conditions for the travel and matters concerning the responsibility of the Company (hereinafter referred to as "Agreement Document") promptly after the conclusion of the agreement as established in the preceding Article.
2. The scope of the Travel Services for which the Company assumes the obligation to make arrangements and manage the itinerary under an Agent-Organized Travel

Agreement is according to what is mentioned in the Agreement Document referred to in the preceding Paragraph.

#### Article 10 (Final Document)

1. If it is not possible to mention the finalized itinerary or name of transportation or accommodation facilities in an Agreement Document referred to in Paragraph 1 of the preceding Article, after having issued the Agreement Document mentioning the names of the accommodation facilities scheduled to be used and specific transportation facilities that are deemed important to be indicated, a document mentioning the final situation of these matters (hereinafter referred to as "Final Document") shall be issued by the date specified in the Agreement Document not later than the day preceding the date of commencement of the travel (or the day of commencement of the travel in case the application for the Agent-Organized Travel Agreement has been made on or after the seventh day prior to the day preceding the date of commencement of the travel).
2. In the case referred to in the preceding Paragraph, if an inquiry has been received from the Traveler who wishes to confirm the arrangements situation, the Company will make a reply in a prompt and appropriate manner even before the issue of the Final Document.
3. If the Final Document referred to in Paragraph 1 has been issued, the scope of Travel Services for which the Company assumes the obligation to make arrangements and manage the itinerary in accordance with the provisions of Paragraph 2 of the preceding Article shall be defined according to what is mentioned in the Final Document. 6

#### Article 11 (Method of Using Information and Communications Technology)

1. Having obtained the Traveler's agreement in advance, if the Company, in place of the document mentioning the itinerary, the contents of Travel Services, the travel fee, and other conditions for the travel and matters concerning the responsibility of the Company, the Agreement Document or the Final Document to be issued to the Traveler in concluding an Agent-Organized Travel Agreement, has provided the matters which should be mentioned in these documents (hereinafter referred to in this Article as "Matters To Be Mentioned") by a method using information and communications technology, it will confirm that the Matters To Be Mentioned have been recorded in the file kept in the communications equipment used by the Traveler.
2. In the case of the preceding Paragraph, if a file to record the Matters To Be Mentioned is not kept in the communications equipment used by the Traveler, the Matters To Be Mentioned will be recorded in the file kept in the communications equipment used by

the Company (which must be made available only to the Traveler concerned) and it will be confirmed that the Traveler has read them.

#### Article 12 (Travel Fee)

1. The Traveler must pay to the Company the travel fee, the amount of which is mentioned in the Agreement Document, by the date mentioned in the Agreement Document not later than the date of commencement of the travel.
2. If the Company has entered into a Communications Agreement, it shall be paid the travel fee, the amount of which is mentioned in the Agreement Document, by a card of the Affiliated Company without the Traveler's signature on the prescribed payment slip. Furthermore, the Card Use Day shall be considered to be the day on which the travel Agreement enters into effect.

### **Chapter III Change in Agreement**

#### Article 13 (Change in Agreement Contents)

If a natural disaster, a war, a riot, the suspension of the provision of Travel Services of transportation and accommodation facilities, etc., an order of a government or other public offices, the provision of transportation services not scheduled in the original service plan, or any other event in which the Company is unable to intervene has occurred, and if it is unavoidable in order to secure the safe and smooth implementation of the travel, the Company may change the itinerary, the contents of Travel Services, or other contents of the Agent-Organized Travel Agreement (hereinafter referred to as "Agreement Contents"), having explained promptly in advance to the Traveler the reason that the event concerned is one which cannot be intervened in and the causal relation with the event concerned; provided, however, that in case of emergency and if it is unavoidable, such explanation will be given after the change has been made. 7

#### Article 14 (Change in Amount of Travel Fee)

1. If the fares and charges which are applied to the transportation facilities used in operating an Agent-Organized Travel (hereinafter in this Article referred to as "Applicable Fares and Charges") are increased or reduced drastically exceeding the extent normally assumed in comparison with the Applicable Fares and Charges published as effective at the time of specifying them at the recruitment for the Agent-Organized Travel due to a significant change in the economic conditions, etc., the Company may, within the amount increased or reduced, increase or reduce the amount of the travel fee.

2. If the Company decides to increase the travel fee in accordance with the provisions of the preceding Paragraph, it shall inform the Traveler to that effect prior to the 15th day prior to the day preceding the date of commencement of the travel.
3. If the Applicable Fares and Charges as stated in Paragraph 1 are reduced, the Company shall reduce the travel fee by the amount of such reduction in accordance with the provisions of the same Paragraph.
4. If the cost of operating the travel is reduced or increased due to a change in the Agreement Contents in accordance with the provisions of the preceding Article (such cost includes the cancellation fee, the penalty, or any other cost which has already been paid or which must be paid in the future in respect of the Travel Services which have not been received due to the change in the Agreement Contents) (excluding a case where the increase in the cost has resulted from the occurrence of a shortage of seats, rooms or any other facilities of the transportation and accommodation facilities, etc., despite the fact that the Travel Services are provided by the transportation and accommodation facilities, etc.), the Company may change the amount of the travel fee within the amount of such reduction or increase at the time of the said change in the Agreement Contents.
5. If it is mentioned in the Agreement Document to the effect that the travel fee will vary depending on the number of persons using the transportation and accommodation facilities, etc., and if, after the entry into effect of the Agent-Organized Travel Agreement, the number of using persons has changed due to causes not attributable to the Company, the Company may change the amount of the travel fee in accordance with what is mentioned in the Agreement Document.

#### Article 15 (Change in Traveler)

1. A Traveler who has concluded an Agent-Organized Travel Agreement may transfer his/her status under the Agreement to a third party with the approval of the Company.
2. If a Traveler intends to seek the approval of the Company as stated in the preceding Paragraph, he/she must enter the required matters in a form prescribed by the Company and submit it to the Company together with the required amount of fee. 8
3. Transfer of the status under the Agreement referred to in Paragraph 1 shall take effect at the time when the approval of the Company has been given and, thereafter, the third party who has taken over the status under the Agreement shall succeed to all the Traveler's rights and obligations in connection with the Agent-Organized Travel Agreement concerned.

#### **Chapter IV Cancellation of Agreement**

#### Article 16 (Right of Cancellation of Traveler)

1. A Traveler may cancel an Agent-Organized Travel Agreement at any time on payment to the Company of the cancellation fee specified in Schedule I. In case of canceling a Communications Agreement, the Company shall be paid the cancellation fee using a card of the Affiliated Company without the signature of the Traveler on the prescribed payment slip.

2. Notwithstanding the provisions of the preceding Paragraph, a Traveler may cancel an Agent-Organized Travel Agreement before the commencement of the travel without payment of the cancellation fee in any of the following cases:

(1) If the Agreement Contents have been changed by the Company; provided, however, this is applicable only when the change is one mentioned in the left section of Schedule II or any other important one

(2) If the travel fee has been increased in accordance with the provisions of Paragraph 2, Article 14

(3) If a natural disaster, a war, a riot, the suspension of the provision of Travel Services of transportation and accommodation facilities, etc., an order of a government or other public offices, or any other event has occurred, and the safe and smooth operation of the travel has become impossible or there is a very large possibility of such impossibility arising

(4) If the Company has failed to issue to the Traveler the Final Document by the date referred to in Paragraph 1, Article 10

(5) If it has become impossible to operate the travel in accordance with the itinerary mentioned in the Agreement Document due to causes attributable to the Company;

3. If, after the commencement of the travel, a Traveler has become unable to receive the Travel Services mentioned in the Agreement Document due to causes not attributable to the Traveler, or if the Company has informed him/her to that effect, he/she may, notwithstanding the provisions of Paragraph 1, cancel that part of the Agreement for which he/she has become unable to receive the Travel Services, without payment of the cancellation fee. 9

4. In the case referred to in the preceding Paragraph, the Company shall refund the Traveler, out of the travel fee, the amount for that part of the Travel Services which he/she has become unable to receive, provided, however, that if the case referred to in the preceding Paragraph is due to causes not attributable to the Company, the Company will refund to the Traveler the said amount less the amount of the cancellation fee, the penalty, and any other cost which have already been paid or must be paid in the future



in respect of the Travel Services concerned.

Article 17 (Right of Cancellation, Etc., of the Company - Cancellation before Commencement of Travel)

1. The Company may cancel an Agent-Organized Travel Agreement before the commencement of the travel explaining the reason to the Traveler, in any of the following cases:

(1) If it has become clear that the Traveler does not satisfy the conditions for a participating Traveler in respect of sex, age, qualifications, skills, etc., which the Company has specified in advance

(2) If it is considered that the Traveler is not fit for the travel concerned for reasons of illness, absence of a required assistant or other reasons

(3) If it is considered that the Traveler may give trouble to other travelers or disturb the smooth conduct of the group travel

(4) If the Traveler has demanded a burden exceeding the reasonable extent in connection with the Agreement Contents

(5) If the number of travelers has not reached the minimum number of participants mentioned in the Agreement Document

(6) If there is a great possibility that the conditions for the operation of the travel, such as the required amount of snowfall in case the travel is for the purpose of skiing, which have been specified at the time of concluding the Agreement, will not be fulfilled

(7) If a natural disaster, a war, a riot, the suspension of the provision of Travel Services of transportation and accommodation facilities, etc., an order of a government or other public offices, or any other event in which the Company is unable to intervene has occurred, and the safe and smooth operation of the travel in accordance with the itinerary mentioned in the Agreement Document has become impossible, or there is a very large possibility of such impossibility arising

(8) If, in a case where a Communications Agreement has been concluded, the Traveler has become unable to settle his/her debts relating to the travel fee, etc., in whole or in part, in accordance with the card membership rules of the Affiliated Company, for such reasons as the Traveler's credit card being invalid, etc. 10

2. If a Traveler has not paid the travel fee by the date mentioned in the Agreement Document as stated in Paragraph 1, Article 12, it shall be deemed that the Traveler has canceled the Agent-Organized Travel Agreement on the day following that date. In this case, the Traveler must pay to the Company a penalty, the amount of which is equivalent

to the cancellation fee specified in Paragraph 1 of the preceding Article.

3. If the Company intends to cancel an Agent-Organized Travel Agreement for the reason mentioned in Item (5), Paragraph 1, it shall inform the Traveler to the effect that the travel will be canceled prior to the 13th day in case of Domestic Travel (in case of a one day trip, the 3rd day), or prior to the 23rd day in case of Overseas Travel (in case of travel commencing during the peak period provided for in Schedule I, the 33rd day), prior to the day preceding the date of commencement of the travel.

#### Article 18 (Right of Cancellation of the Company---Cancellation after Commencement of Travel)

1. In any of the following cases, the Company may cancel part of an Agent-Organized Travel Agreement, explaining the reason to the Traveler, even after the commencement of the travel:

(1) If the Traveler is not fit for the continuance of the travel for reasons of illness, absence of a required assistant or other reasons

(2) If the Traveler corrupts the discipline of group activities and disturbs the safe and smooth operation of the travel through violation of the instructions of the Company conveyed by the tour conductor or any other person for the safe and smooth operation of the travel, or through violence or threat, etc., against these persons or other accompanying Travelers

(3) If a natural disaster, a war, a riot, the suspension of the provision of Travel Services of transportation and accommodation facilities, etc., an order of a government or other public offices, or any other event in which the Company is unable to intervene has occurred, and it has become impossible to continue the travel.

2. If the Company has canceled an Agent-Organized Travel Agreement in accordance with the provisions of the preceding Paragraph, the Agreemental relationship between the Company and the Traveler may cease to exist at and after the time of the cancellation. In this case, for the obligations of the Company regarding the Travel Services which have already been received by the Traveler, they shall be deemed as having been validly performed.

3. In the case referred to in the preceding Paragraph, the Company shall refund the Traveler, out of the travel fee, the amount for that part of the Travel Services which have not yet been received by the Traveler less the amount of the cancellation fee, the penalty, and any other cost which have already been paid or must be paid in future in respect of the Travel Services concerned. 11

#### Article 19 (Refund of Travel Fee)

1. If the travel fee has been reduced in accordance with the provisions of Paragraphs 3 through 5, Article 14, or an Agent-Organized Travel Agreement has been canceled in accordance with the provisions of the preceding three Articles, resulting in an amount which should be refunded to the Traveler, the Company shall refund the said amount to the Traveler within 7 days of the day following the date of the cancellation in case of a refund due to cancellation before the commencement of the travel, or within 30 days of the day following the date of completion of the travel mentioned in the Agreement Document in case of a refund due to reduction of the amount or cancellation after the commencement of the travel.

2. In a case where the Company has concluded a Communications Agreement with a Traveler, if the travel fee has been reduced in accordance with the provisions of Paragraphs 3 through 5, Article 14, or a Communications Agreement has been canceled in accordance with the provisions of the preceding three Articles, resulting in an amount which should be refunded to the Traveler, it shall refund the said amount to the Traveler in accordance with the card membership rules of the Affiliated Company. In this case, the Company shall inform the Traveler of the amount to be refunded within 7 days of the day following the date of the cancellation in case of a refund due to cancellation before the commencement of the travel, or within 30 days of the day following the date of completion of the travel mentioned in the Agreement Document in case of a refund due to reduction of the amount or cancellation after the commencement of the travel, and the day on which the Company thus informed the Traveler shall be deemed to be the Card Use Day.

3. The provisions of the preceding two Paragraphs do not prevent a Traveler or the Company from exercising the right to seek damages in accordance with the provisions of Article 27 or Paragraph 1, Article 30.

#### Article 20 (Arrangements for Return Trip after Cancellation of Agreement)

1. If the Company has canceled an Agent-Organized Travel Agreement after the commencement of the travel in accordance with the provisions of Item 1 or 3, Paragraph 1, Article 18, it will undertake arrangements for the Travel Services necessary for the Traveler's return to the place of departure at the Traveler's request.

2. In a case of the preceding Paragraph, all the cost required for the trip to return to the place of departure must be borne by the Traveler.

## **Chapter V Party/Group Agreement**

### Article 21 (Party/Group Agreement)

The Company applies the provisions of this Chapter with respect to the conclusion of an Agent-Organized Travel Agreement for which more than one Traveler traveling together following the same itinerary has applied after nominating a responsible representative (hereinafter referred to as "Person Responsible for Agreement").

### Article 22 (Person Responsible for Agreement)

1. Except in those cases where a special agreement has been concluded, it shall be deemed that the Person Responsible for Agreement has all power of agency for the conclusion of an Agent-Organized Travel Agreement for Travelers constituting the Party/Group concerned (hereinafter referred to as "Member(s)"), and the Company will conduct transactions concerning the travel business for that Party/Group with the said Person Responsible for Agreement.
2. The Person Responsible for Agreement must submit a list of Members to the Company by the date prescribed by the Company.
3. The Company shall not bear any responsibility for any debt or obligation which the Person Responsible for Agreement now has or is expected to have in the future to a Member.
4. In a case where the Person Responsible for Agreement does not accompany the Party/Group during the travel, the Company deems that the Member who has been assigned by the Person Responsible for Agreement in advance as Person Responsible for Agreement after the commencement of the travel.

## **Chapter VI Itinerary Management**

### Article 23 (Itinerary Management)

The Company will make efforts to secure for a Traveler the safe and smooth operation of the travel, and conduct the following businesses for a Traveler unless the Company has concluded a different special agreement with the Traveler:

- (1) If it is considered that there is a possibility that the Traveler will not be able to receive Travel Services during the travel, to take reasonably necessary measures for proper receiving of Travel Services in accordance with the Agent-Organized Travel Agreement;
- (2) If the Agreement Contents have to be changed despite the fact that the measures referred to in the preceding Item have been taken, arrangements shall be made for alternative services. In this case, efforts must be made to minimize the change in the

Agreement Contents by, inter alia, endeavoring to make the itinerary after the change conform to the purposes of the original itinerary in case the contents of the itinerary are to be changed, and endeavoring to make the Travel Services after the change similar to the original Travel Services in case the contents of the Travel Services are to be changed.

#### Article 24 (Instructions of the Company)

A Traveler must follow instructions of the Company for the safe and smooth operation of the travel when acting in a group during the period between the commencement of the travel and the completion of the travel.

#### Article 25 (Businesses Tour Conductor, Etc.)

1. The Company may, depending on the contents of the travel, have a tour conductor or other person accompany the travel and have him/her perform, in whole or in part, the businesses mentioned in Items of Article 23 or any other business which the Company considers necessary incidental to the Agent-Organized Travel concerned.

2. The period of time during which the tour conductor or other person referred to in the preceding Paragraph engages in the businesses referred to in the said Paragraph is from 8:00 to 20:00 as a rule.

#### Article 26 (Protective Measures)

If the Company considers that a Traveler is in need of protection due to illness, injury, etc., during the travel, it may take necessary measures. In this case, if the case is due to causes not attributable to the Company, the cost required for the measures taken shall be borne by the Traveler and the Traveler must pay the said cost by the date designated by the Company and by the method designated by the Company.

### **Chapter VII Responsibility**

#### Article 27 (Responsibility of the Company)

1. In performing an Agent-Organized Travel Agreement, if the Company, or the person whom the Company has had make arrangements as an agent in accordance with the provisions of Article 4 (hereinafter referred to as "Arrangements Agent"), has caused damage to a Traveler intentionally or by negligence, the Company shall bear the responsibility for compensating for the damage, provided that the Company has been informed within 2 years of the day following the date of occurrence of the damage. 14

2. If a Traveler has incurred damage due to a natural disaster, a war, a riot, the suspension of the provision of Travel Services of transportation and accommodation

facilities, etc., an order of a government or other public offices, or any other event in which the Company or the Company's Arrangements Agent is unable to intervene, the Company shall not be responsible for compensating for the damage except in a case referred to in the preceding Paragraph. 3. Notwithstanding the provisions of Paragraph 1, the Company shall compensate for the damage referred to in the same Paragraph caused to baggage within the limits of 150,000 yen per Traveler (except in a case where the damage has been caused by the Company intentionally or by gross negligence) if the Company has been informed within 14 days in case of Domestic Travel, or within 21 days in case of Overseas Travel, of the day following the date of occurrence of the damage.

#### Article 28 (Special Compensation)

1. Regardless of whether the Company is responsible in accordance with the provisions of Paragraph 1 of the preceding Article or not, it shall pay a compensation and a solatium, the amounts of which are specified in advance, for specific damage which a Traveler has incurred to his/her life, person, or baggage while participating in an Agent-Organized Travel, in accordance with the provisions of the Special Compensation Rules in a separate document.

2. Of the damages prescribed in the preceding Paragraph, if the Company bears responsibility in accordance with the provisions of Paragraph 1 of the Preceding Article, the compensation referred to in the preceding Paragraph which it should pay shall be deemed to be the compensation for the damage concerned within the limits of the amount of the damage which it should pay based on that responsibility.

3. In a case provided for in the preceding Paragraph, the obligation of the Company to pay a compensation in accordance with the provisions of Paragraph 1 shall be reduced by the amount equivalent to the compensation for the damage which the Company should pay in accordance with the provisions of Paragraph 1 of the preceding Article (including the compensation which is deemed to be the compensation for the damage in accordance with the provisions of the preceding Paragraph).

4. The Agent-Organized Travel which the Company operates by collecting a separate travel fee for Travelers participating in an Agent-Organized Travel of the Company shall be treated as part of the contents of the main Agent-Organized Travel Agreement. 15

#### Article 29 (Guarantee of Itinerary)

1. If an important change in Agreement Contents mentioned in the left section of Schedule II (excluding a change mentioned in any of the following Items (excluding a change due to the occurrence of a shortage of seats, rooms, or any other facilities of the

transportation and accommodation facilities, etc., despite the fact that the Travel Services are provided by the transportation and accommodation facilities, etc.)) has occurred, the Company shall pay a change compensation, the amount of which is equivalent to, or more than, the amount arrived at by multiplying the travel fee by the relevant ratio mentioned in the right section of the same Schedule within 30 days of the day following the date of completion of the travel unless it is clear that the Company will bear the responsibility in accordance with the provisions of Paragraph 1, Article 27 for the change concerned:

(1) Change due to any of the following reasons:

(a) Natural disaster;

(b) War;

(c) Riot;

(d) Order of a government or other public offices;

(e) Suspension of the provisions of Travel Services of transportation and accommodation facilities, etc.;

(f) Provision of transportation services not according to the original service plan;

(g) Measures necessary for securing the safety of a travel participant's life or person.

(2) If an Agent-Organized Travel Agreement has been canceled in accordance with the provisions of Articles 16 through 18, the change made for the canceled part concerned.

2. The amount of a change compensation which the Company should pay per Traveler per Agent-Organized Travel shall not exceed the amount arrived at by multiplying the travel fee by the ratio of 15% or higher specified by the Company. Furthermore, if the amount of the change compensation which should be paid per Traveler per Agent-Organized Travel is less than 1,000 yen, the Company shall not pay the change compensation.

3. After the Company has paid a change compensation in accordance with the provisions of Paragraph 1, if it has become clear that the Company is liable under the provisions of Paragraph 1, Article 27 for the change concerned, the Traveler must return to the Company the change compensation for the change concerned. In this case, the Company shall pay the balance between the amount of the compensation for the damage which the Company should pay in accordance with the provisions of the said Paragraph and the amount of the change compensation which the Traveler should return. 16

#### Article 30 (Responsibility of Traveler)

1. If the Company has incurred any damage caused by a Traveler intentionally or by negligence, the Traveler shall compensate the Company for such damage.

2. In concluding an Agent-Organized Travel Agreement, a Traveler must endeavor to understand the rights and obligations of the Traveler, as well as other contents of the Agent-Organized Travel Agreement, making good use of the information supplied by the Company.

3. In order to smoothly receive the Travel Services mentioned in the Agreement Document, should a Traveler have realized that Travel Services different from those mentioned in the Agreement Document have been provided after the commencement of the travel, he/she must promptly notify the Company, the Arrangements Agent, or the provider of the Travel Services concerned to that effect at the place of travel.

### **Chapter VIII Compensation Security Bonds**

(For the Company being a Security Member of an Association of Travel Agents)

#### Article 31 (Compensation Security Bonds)

1. The Company is a Security Member of Japan Association of Travel Agents, a corporate juridical person (3-3, Kasumigaseki 3-chome, Chiyoda Ward, Tokyo).

2. A Traveler or a Member who has concluded an Agent-Organized Travel Agreement with the Company is entitled to receive compensation from the Compensation Security Bonds deposited by Japan Association of Travel Agents, referred to in the preceding Paragraph in connection with a claim arising from the said transaction up to JPY9.2 Million.

3. Since the Company has deposited its Due Portion of the Compensation Security Bonds with Japan Association of Travel Agents in accordance with the provisions of Paragraph 1, Article 22-10 of the Travel Agency Law, it has not deposited the Business Guarantee Bonds in accordance with Paragraph 1, Article 7 of the said law.

### **Schedules**

#### Schedule I

Cancellation Fee (relating to Paragraph 1, Article 16)

#### (I) Cancellation fee for a Domestic Travel

| Classification   | Cancellation Fee              |
|--|-------------------------------|
| [1] Agent-Organized Travel Agreement except that which is mentioned in the following Paragraph |                               |
| (a) If cancellation is made on or after the 20th day (10th day in case of                      | 20% or less of the travel fee |



|   |  |
|---|--|
| <p>a one day trip) prior to the day preceding the date of commencement of the travel (excluding the cases mentioned in (b) through (e));</p> <p>(b) If cancellation is made on or after the 7th day prior to the day preceding the date of commencement of the travel (excluding the cases mentioned in (c) through (e));</p> <p>(c) If cancellation is made on the day preceding the date of commencement of the travel</p> <p>(d) If cancellation is made on the date of commencement of the travel (excluding the case mentioned in (e));</p> <p>(e) In case of cancellation after the commencement of the travel or of nonparticipation without communication</p> | <p>30% or less of the travel fee</p> <p>40% or less of the travel fee</p> <p>50% or less of the travel fee</p> <p>100% or less of the travel fee</p> |
| [2] Agent-Organized Travel Agreement using a chartered ship   | According to the provisions concerning the cancellation fee for the ship concerned   |
| Note: The amounts of cancellation fees will be specified in the Agreement Document.   |  |

(II) Cancellation fee for Overseas Travel

| Classification  | Cancellation Fee              |
|---|-------------------------------|
| [1] Agent-Organized Travel Agreement using an aircraft at the time of departure from, or return to, Japan (except travel Agreement which is mentioned in the following Paragraph)   |                               |
| (a) In case of travel for which the date of commencement of the travel falls on the peak period, if cancellation is made on or after the 40th day prior to the day preceding the date of commencement of the travel (excluding the cases mentioned in (b) through (d)). | 10% or less of the travel fee |

|  |  |
|--|--|
| <p>(b) If cancellation is made on or after the 30th day prior to the day preceding the date of commencement of the travel (excluding the cases mentioned in (c) and (d))</p> <p>(c) If cancellation is made on or after the day before the day preceding the date of commencement of the travel (excluding the case mentioned in (d))</p> <p>(d) In case of cancellation after the commencement of the travel or of nonparticipation without communication</p>   | <p>20% or less of the travel fee</p> <p>50% or less of the travel fee</p> <p>100% or less of the travel fee</p>                                      |
| <p>[2] Agent-Organized Travel Agreement using a chartered aircraft</p>   |  |
| <p>(a) If cancellation is made on or after the 90th day prior to the day preceding the date of commencement of the travel (excluding the cases mentioned in (b) through (d))</p> <p>(b) If cancellation is made on or after the 30th day prior to the day preceding the date of commencement of the travel (excluding the cases mentioned in (c) and (d))</p> <p>(c) If cancellation is made on or after the 20th day prior to the day preceding the date of commencement of the travel (excluding the case mentioned in (d))</p> <p>(d) In case of cancellation on or after the 3rd day prior to the day preceding the date of commencement of the travel</p> | <p>20% or less of the travel fee</p> <p>50% or less of the travel fee</p> <p>80% or less of the travel fee</p> <p>100% or less of the travel fee</p> |
| <p>[3] Agent-Organized Travel Agreement using a ship at the time of departure from, or return to, Japan</p>  | <p>According to the provisions concerning the cancellation fee for the ship concerned.</p>   |
| <p>Note: The "peak period" means the period between December 20 and January 7, between April 27 and May 6 or between July 20 and August 31.</p> <p>Note: The amounts of cancellation fees will be specified in the Agreement Document</p>  |  |

Schedule II

Change Compensation (relating to Paragraph 1, Article 29)

| Change requiring payment of the change compensation   | Ratio (%) per case                    |                                      |
|---|---------------------------------------|--------------------------------------|
|   | Before the commencement of the travel | After the commencement of the travel |
| (1) Change in the date of commencement of the travel or the date of completion of the travel mentioned in the Agreement Document  | 1.5                                   | 3.0                                  |
| (2) Change in the sightseeing spots or sightseeing facilities (including restaurants) or other destinations of the travel to be visited mentioned in the Agreement Document   | 1.0                                   | 2.0                                  |
| (3) Change in the class or the facilities of the transportation facilities to those at a lower charge than that mentioned in the Agreement Document (limited to a case where the total amount of the charges for the class and facilities after the change is lower than the total amount of the charges mentioned in the Agreement Document) | 1.0                                   | 2.0                                  |
| (4) Change in the kind or the name of the company of the transportation facilities mentioned in the Agreement Document  | 1.0                                   | 2.0                                  |
| (5) Change to a flight using an airport of the point of commencement of the travel or of the point of completion of the travel in Japan different from that mentioned in the Agreement Document   | 1.0                                   | 2.0                                  |
| (6) Change in the flight between Japan and outside Japan from the direct flight mentioned in the Agreement Document to  | 1.0                                   | 2.0                                  |

|  |     |     |
|--|-----|-----|
| a connecting flight or an indirect flight  |     |     |
| (7) Change in the kind or the name of the accommodation facilities mentioned in the Agreement Document   | 1.0 | 2.0 |
| (8) Change in the kind of room, facilities, view, or any other condition of the room of the accommodation facilities mentioned in the Agreement Document | 1.0 | 2.0 |
| (9) Among the changes mentioned in the preceding Items, any change in the matters mentioned in the travel title of the Agreement Document                | 2.5 | 5.0 |

Note 1: "Before the commencement of the travel" refers to a case where the change concerned has been notified to the traveler by the day preceding the date of commencement of the travel, and "after the commencement of the travel" to a case where the change concerned has been notified to the Traveler on or after the date of commencement of the travel.

Note 2: If a Final Document has been issued, this Schedule shall be applied by reading "Agreement Document" as "Final Document." In this case, if there has arisen any change between the entries in the Agreement Document and those in the Final Document or between the entries in the Final Document and the contents of the Travel Services actually provided, each respective change will be treated as one case of change.

Note 3: If the transportation facilities concerned with a change mentioned in Item 3 or Item 4 are accompanied with the use of accommodation facilities, a change in connection with one night's stay shall be treated as one case of change.

Note 4: The case of the change in the name of the company of the transportation facilities mentioned in Item 4 shall not be applicable if such change involves a change to transportation facilities with a higher class or facilities.

Note 5: Even if the change mentioned in Item 4, 7 or 8 has occurred more than once for one vehicle, ship, etc., used or for one night's stay, it shall be treated as one case of change.

Note 6: With respect to the change mentioned in Item 9, not the ratios for Items 1 through 8 but the ratios for Item 9 shall apply.

- Order-Taking Type Customized Tour Contract Section

Chapter 1 - General Provisions

Article 1 - Scope of Application

01.01. The Contract of our Company (hereinafter to be referred to as "We," "Us," or "Our" as the case may be) concerning the Order-Taking Type Customized Tour (hereinafter referred to as "Customized Tour") to be concluded with the Traveler shall be based on this Contract under the following terms and conditions. In case there is any matter not stipulated in this Contract, ordinance or generally established practice shall be applied.

01.02. In the case that we conclude a Special Contract with the Traveler in writing without violating the relevant law or harming the interest of the Traveler, such a Special Contract shall be given priority, notwithstanding the provision of the preceding Paragraph 01.01.

Article 2 - Definition of Terminology

02.01. In this Contract, " Customized Tour" shall mean such Tours as those for which we prepare at the request of the Traveler travel plans including the

destination and itinerary, type of transport and contents of accommodation service to be offered to the Traveler as well as the Tour Price payable to us by the Traveler and which shall be implemented as planned.

02.02. In this Contract, "Inland Trip" shall mean trips planned for travel within Japan only, and "Overseas Trip" shall mean those trips other than inland trips.

02.03. In this Section, "Communication Contract" shall mean the Customized Tour Contract, which is concluded with the card member of the credit card company affiliated with us (hereinafter referred to as the "Affiliated Company") by subscription through telephone, mail, facsimile, or other means of communication, subject to prior consent of

the Traveler regarding the settlement of the obligation or liability held by us, such as the Tour Price, etc., under the Customized Tour Contract, on or after the due date of such obligation or liability according to the separately provided card membership rules of the Affiliated Company and also subject to payment of the Tour Price, etc. payable under the said Customized Tour Contract by the methods specified in 12.02, the latter Paragraph of 16.01, and 19.02 hereunder.

02.04. In this Section, "Electronically Consented Notice" shall mean a notice issued in acceptance of the subscription for the Contract, and is conducted by means of transmission, among the methods utilizing information-communication technologies, via telecommunication lines connecting the computer, facsimile, telex or telephone (hereinafter referred to as the "Computer, etc."), used by us connected to the Computer, etc. used by the Traveler.

02.05. In this Contract, "Date Card Used" shall mean the date when the Traveler or our Company is obligated to pay the Tour Price, etc. or execute refundable liability under the Customized Tour Contract.

#### Article 3 - Contents of Tour Contract

03.01. We undertake to make arrangements and administer the itinerary under the Customized Tour Contract so that the Traveler may be provided with transport, transport and accommodation which are offered by accommodation facilities, and other services concerning the Tour (hereinafter referred to as the "Tour Service"), according to the itinerary set by us.

#### Article 4 - Business Agent

04.01. There are cases where we may engage other travel agents, professional arrangers or other helpers inside or outside Japan to make arrangements in whole or in part on our behalf for the execution of the Customized Tour Contract.

### Chapter 2    :    Conclusion of the Tour Contract

#### Article 5 - Delivery of the Customized Plan Document

05.01. Upon receipt of a request from the Traveler about to subscribe to us for the Customized Tour Contract, we will deliver to the Traveler, unless prevented due to business-related reasons, the document describing the contents of our Customized Travel Plan prepared at the request of the Traveler, such as the itinerary, contents of tour service, Tour Price, and other conditions concerning the travel to be undertaken.

05.02. There are cases where we will specify in the Customized Document of the preceding Paragraph the amount of our handling charge for the Customized Travel Plan (hereinafter to be referred to as the "Planning Charge") as a breakdown of the Tour Price.

#### Article 6 - Subscription for the Tour Contract

06.01. The Traveler who wishes to subscribe for our Customized Tour Contract concerning the contents of the Travel Plan described in the Plan Document of the preceding Article 05.01, will be required to fill in the necessary information on the Application Form designated by us (hereinafter referred to as the "Application Form") and submit it to us together with the Application Fee in the amount separately specified by us.

06.02. Notwithstanding the provision of the preceding Paragraph 06.01, the Traveler, who wishes to subscribe for our Communication Contract concerning the contents of the Travel Plan described in the Plan Document of the preceding Article 05.01, will be required to notify us of his/her membership number and other information.

06.03. The Application Fee specified in 06.01 above, shall be treated as part of the Tour Price (including the Planning Charge specified as a breakdown of the said Tour Price), or the Cancellation Charge or the Penalty.

06.04. In the case that the Traveler participating in the Customized Tour requires special attention, the said Traveler will be asked to mention such a request to us at



the time of application for the Tour Contract. In this case we shall try to accommodate such a request as far as possible.

06.05. Any expenses incurred as a result of special arrangements made at the request of the Traveler under the preceding Paragraph 06.04 shall be borne by the said Traveler.

#### Article 7 - Rejection of the Conclusion of the Contract

07.01. There following are cases where we may decline to conclude the Customized Tour Contract:

(1) In the case that the Traveler subscribing for the Tour is likely to cause trouble to other Travelers or hinder smooth implementation of the Tour for the group.

(2) In the case that there is any inconvenience on our side which is related to our business.

(3) When the Communication Contract is about to be concluded, if the Traveler is unable to settle in part or in whole the liability related to his/her Tour Price, etc. as stipulated in the card membership rules of the Affiliated Company, due to such causes as the credit card held by the Traveler is found invalid.

#### Article 8 - Conclusion of the Tour Contract

08.01. The Customized Tour Contract shall be considered concluded when we have accepted the conclusion of the Contract and have received the Application Fee

specified in 06.01.

08.02. Notwithstanding the provision of the preceding Paragraph 08.01, the Communication Contract shall be considered concluded when we send out a notice to the effect that we accept the conclusion of the Contract, except when an electronic notice of acceptance is sent out for the said Contract, in which case the Contract shall be considered concluded when the said electronic notice has reached the Traveler.

#### Article 9 - Delivery of Contract Document

09.01. We will deliver to the Traveler a document (hereinafter referred to as the "Contract Document") with details regarding the itinerary, contents of the Tour Service, Tour Price, and other conditions of the Tour as well as matters concerning our responsibility for the Tour, promptly after the Tour Contract has been concluded as defined in the preceding Article 8.

09.02. In cases where we have specified the amount of the Planning Charge in the Plan Document prepared as per 05.01, we shall also specify the said amount in the Contract Document of the preceding Clause 09.01.

09.03. The scope of the Tour Service involving our responsibility to make arrangements and administer the itinerary under the Customized Tour Contract shall be based on the description of the Contract Document of the preceding Paragraph 09.01.

#### Article 10 - Determinate Document

10.01. In the case that it is not possible to state the determinate itinerary or the names of transport or accommodation facilities in the Contract Document specified in the preceding Article 09.01., we shall list on a limited basis in the Contract Document the names of facilities scheduled for accommodation and the names of transport facilities important in the Travel Plan, and we shall deliver a document with descriptions of determinate conditions (hereinafter referred to as the "Determinate Document"), after we have delivered the said Contract Document on or before the date specified in the said Contract Document but no later than the day immediately preceding the starting date of the Tour (or the starting date of the Tour in cases where subscription for the Customized Tour Contract is made on and after the 7th day counted backward from the day immediately preceding the starting date).

10.02. In the case of the preceding Paragraph 10.01., when an inquiry is received from the Traveler who wishes to confirm the condition of arrangements, we shall respond promptly and properly to such an inquiry. even before the delivery of the Determinate Document to the said Traveler.

10.03. In the case that the Determinate Document has been delivered as specified in 10.01., the scope of the Tour Service involving our responsibility to arrange and administer the itinerary shall be limited to the scope described in the said Determinate Document.

#### Article 11 - Method of Utilizing Telecommunication Technology

11.01. When we have provided the Traveler, with his/her prior consent, with details to be stated in the document, the Contract Document, or the Determinate Document,

at the time when he/she is about to conclude the Customized Tour Contract, such as the itinerary, contents of the Tour Service, the Tour Price, other conditions of the Tour, and our responsibility (hereinafter in this Article referred to as the "Described Details"), by means of utilizing telecommunication technology instead of delivering the said document to the said Traveler, we shall confirm that the Described Details have been recorded on the file equipped in the communication equipment used by the Traveler.

11.02. In the case of the preceding Paragraph 11.01., when the communication equipment used by the said Traveler is not equipped with a file for recording the Described Details, we shall record the Described Details on the file (confined for exclusive use of the said Traveler) equipped in the communication equipment being used by us and confirm that the said Traveler has viewed the Described Details.

## Article 12 - Tour Price

12.01. The Traveler will be required to pay to us the Tour Price for the amount specified in the Contract Document on or before the date described in the Contract Document prior to the starting date of the Tour.

12.02. When the Communication Contract has been concluded, we shall receive payment of the Tour Price in the amount specified in the Contract Document by the credit card of the Affiliated Company without obtaining the Traveler's signature on the designated voucher. In this case, the date the card is used shall be considered as the date the Tour Contract is concluded.

## Chapter 3 - Alteration of the Contract

### Article 13 - Alteration of Contract Contents

13.01. The Traveler may request us to change the contents of the itinerary or tour service or other contents of the Customized Tour Contract (hereinafter to be referred to as the "Tour Contents"), in which case we shall try to accommodate such requests of the Traveler as far as possible.

13.02. In case there arise such causes beyond our control as act of providence,

maelstrom of war, civil commotion, suspension of Tour Services like transport and accommodation facilities, orders from government and other public agencies, transport service not based on our original transport plan, and other causes, and when it is considered unavoidable in order to effect the safe and smooth implementation of the Tour, we may be required to change the itinerary, contents of the Tour Service, and other contents of the Customized Tour Contract (hereinafter referred to as the "Contract Contents") by explaining promptly to the Traveler beforehand the reasons due to the uncontrollable nature of such causes and the correlation between such causes and subsequent changes, except at the time of emergencies, in which case, when unavoidable, we shall explain to the Traveler after the changes have been made.

### Article 14 - Alteration of Tour Price

14.01. In case the transport fare and charge applicable to the transport facilities being used for the implementation of the Customized Tour (hereinafter in this Article referred to as the "Applicable Fare and Charge") are increased or reduced considerably beyond the level normally assumed, due to significant changes in economic and other conditions, compared with the Applicable Fare and Charge

made public as effective rates at the time when the Plan Document for the Customized Tour was delivered, we shall be allowed to increase or reduce the amount of the Tour Price within the range of the amount thus increased or reduced.

14.02. In the case that we increase the Tour Price as provided in the preceding Paragraph 14.01., we shall inform the Traveler to that effect on or before the 15th day counted backward from the day immediately preceding the starting date of the Tour.

14.03. In the case that the Applicable Fare and Charge are reduced as provided in 14.01., we shall decrease the Tour Price by the amount thus reduced in accordance with the provision of the said Paragraph.

14.04. If any change in the contents of the Tour Contract according to the provisions of the preceding Article 13 causes any decrease or increase to accrue in the expense required for the implementation of the Tour (including the cancellation charge or penalty for the Tour Service unreceived due to the change in the contents of the said Contract, and/or other expenses already paid or payable from now), we may change the Tour Price within the range of the amount reduced or increased when the Contract

Contents are changed (except when such changes are caused by a lack of seats in the transport facilities or rooms in the accommodation or other facilities despite the relevant Tour Service provided by the transport and accommodation facilities).

14.05. When we have stated in the Contract Document that the Tour Price varies with the number of persons utilizing the transport and accommodation facilities,

and when the number of persons participating in the Tour has been changed due to the causes not attributable to us after the conclusion of the Customized Tour Contract, there are cases where the amount of the Tour Price will be changed as described in the Contract Document.

Article 15 - Change of Traveler

15.01. The Traveler who has concluded the Customized Tour Contract may assign his/her status under the said Contract to a third party, subject to our consent.

15.02. In cases where the Traveler wishes to obtain our consent as provided in the preceding Paragraph 15.01, the said Traveler will be required to fill in the necessary information on the form designated by us and submit it to us together with the handling fee of the designated amount.

15.03. The assignment of the status under the Contract, as provided in 15.01., shall take effect when approved by us and the third party who has acquired the status under the Tour Contract. The third party shall hereafter inherit all the rights and obligations concerning the said Customized Tour Contract concluded by the Traveler.

Chapter 4 - Cancellation of the Contract

Article 16 - Traveler's Right to Cancel the Contract

16.01. The Traveler may cancel at any time the Customized Tour Contract by paying to us the cancellation charge specified in Schedule I. In the case that the said Traveler wishes to cancel the Communication Contract, we shall accept

payment of the cancellation charge by using the card of the Affiliated Company without obtaining the said Traveler's signature on the designated voucher.

16.02. The Traveler may cancel, in the following cases, the Customized Tour without paying the cancellation charge before the start of the Tour, notwithstanding the provision of the preceding Paragraph 16.01:

(1) When the Contract Contents have been changed by us, but limited to only such cases as the changes listed in the left column of Schedule II and other important changes.

(2) When the Tour Price has been increased under the provision of 14.01.

(3) When there arise such causes as act of providence, maelstrom of war, civil commotion, suspension of Tour Services like transport and accommodation facilities, orders from government and public agencies, and other causes, which have disabled the safe and smooth implementation of the Tour or have increased the potential of disabling the Tour to an extreme extent.

(4) When we have failed to deliver the Determinate Document to the Traveler on or before the date specified in 10.01.

(5) When the implementation of the Tour has been precluded as scheduled according to the itinerary described in the Contract Document due to causes attributable to us.

16.03. When the Traveler has been unable to receive the Tour Service as described



in the Contract Document after the start of the Tour due to causes not attributable to him/her or when we have informed him/her to that effect, the said Traveler may cancel the Contract for that portion of the Tour Service that he/she has been unable to receive, without paying the cancellation charge, notwithstanding the provision of 16.01.

16.04. In the case of the preceding Paragraph 16.03, we shall refund to the Traveler the portion of the Tour Price related to the portion of the Tour Service that has become unavailable. However, when the preceding case is not due to a cause attributable to us, we shall pay a refund to the said Traveler after deducting from the said amount the cancellation charge, penalty and other amount already paid or the amount related to the expenses payable from now for the said Tour Service.

#### Article 17 - Our Right to Cancel the Contract - Cancellation before the Start of the Tour

17.01. There are cases as follows where we will cancel the Customized Tour Contract before the start of the Tour by explaining to the Traveler the reason for the cancellation:

- (1) In cases where the Traveler is considered unbearable to participate in the said Tour due to illness, absence of a necessary helper or other causes.
- (2) In cases where the Traveler is likely to cause trouble to other Travelers or interfere with the smooth implementation of the Tour as a group.

(3) In cases where the Traveler has requested extra burden with regards to the contents of the Contract beyond a reasonable range.

(4) In cases where it is extremely likely that the Tour conditions required for implementation of the Tour as described at the time of the conclusion of the Contract, such as the amount of snowfall necessary for a ski Tour, may disable the tour.

(5) In cases where there arise such causes beyond our control as act of providence, maelstrom of war, civil commotion, suspension of Tour Services like transport and accommodation facilities, orders from government and public agencies, and other causes, which disable the safe and smooth implementation of the Tour as scheduled according to the itinerary described in the Contract Document, or which are extremely likely to disable the Tour.

(6) When the Communication Contract is concluded, in the case that the Traveler becomes unable to settle in part or in whole his/her liability relating to the Tour Price, etc. as provided in the card membership rules of the Affiliated Company due to such causes as the credit card held by the Traveler becomes invalid.

17.02. In the case that the Traveler does not pay the Tour Price by the due date specified in the Contract Document as provided in 12.01, the Traveler will be considered to have cancelled the Customized Tour Contract on the day immediately following the said due date. In this case, the said Traveler will be required to pay a penalty of the amount equal to the cancellation charge specified in 16.01.

Article 18 - Our Right to Cancel - Cancellation after the Start of the Tour

18.01. There are cases as follows where we may cancel part of the Customized Tour Contract even after the start of the Tour by explaining to the Traveler about the reason for the cancellation:

(1) In cases where the Traveler is unbearable to continue the Tour due to the absence of a necessary helper or other causes.

(2) In cases where the Traveler interferes with the safe and smooth implementation of the said Tour by not following the instructions given by our Tour Escort or other staff to implement the Tour safely and smoothly or disrupting the disciplinary order of the group activity by physically assaulting or threatening the said staff or other Travelers.

(3) In cases where there arise such causes beyond our control as act of providence, maelstrom of war, civil commotion, suspension of Tour Services like transport and accommodation facilities, orders from government and public agencies, and other causes, which have disabled the safe and smooth implementation of the Tour.

18.02. In the case that we have cancelled the Customized Tour Contract under the provision of the preceding Paragraph 18.01, the Contractual relationship between our Company and the Traveler ceases to exist only to the future. In this case, it will be considered that our liability related to the Tour Service already provided to the Traveler has been redeemed effectively.

18.03. In the case of the preceding Paragraph 18.02, we shall refund to the Traveler the amount remaining after deducting the cancellation charge, penalty charge and

any other amount already paid or the amount related to the expenses payable from now for the said Tour Service from the amount covering the portion of the Tour Service which has not yet been offered to the Traveler out of the Tour Price.

Article 19 - Refund of the Tour Price

19.01. We shall refund to the Traveler the amount due in case there accrues a refundable amount due to the Traveler due to the reduction of the Tour Price under the provisions set forth from 14.03 through 14.05 or due to cancellation of the Customized Tour Contract under the provisions of the preceding three Articles from Article 16 through Article 18, within 7 days reckoned from the day immediately following the date of cancellation in the case of a refund due to cancellation before the start of the Tour, or within 30 days reckoned from the day immediately following the last day of the Tour which is stated in the Contract Document in the case of a refund due to the reduction of the Tour Price or cancellation after the start of the Tour.

19.02. In the case that the Communication Contract has been concluded with the Traveler, we shall pay a refund to the Traveler according to the card membership rules of the Affiliated Company if there accrues a refundable amount due to him or her due to reduction of the Tour Price under the provisions set forth from 14.03 through 14.05 or due to cancellation of the Communication Contract under the provisions of the preceding three Articles from Article 16 through Article 18. In this case, we shall notify the Traveler of the refundable amount due within 7 days reckoned from the day immediately following the date of cancellation in the case of a refund due to cancellation before the start of the Tour, or within 30 days reckoned

from the day immediately following the last day of the Tour which is stated in the Contract Document in the case of a refund due to the reduction of the Tour Price or cancellation after the start of the Tour. The day when we have notified the Traveler shall be considered as the date of using the card.

19.03. The provisions of the preceding two Paragraphs, 19.01 and 19.02, shall not prevent the Traveler or our Company from exercising the right to claim compensation for damage under the provision of Article 28 or Article 31.01 hereto.

#### Article 20 - Arrangement for Return Trip after Cancellation of the Contract

20.01. In the case that we have cancelled the Customized Tour Contract after the start of the Tour under the provision of Article 18.01 (1) or 18.03, we shall undertake arrangements for the Tour Service needed for the Traveler to return to the departure place of the said Tour at the request of the Traveler.

20.2. In the case of the preceding Paragraph 20.01, all the expense required for the return trip to the departure place shall be borne by the Traveler.

### Chapter 5 - Contracts with Organizations and Groups

#### Article 21 - Contracts with Organizations and Groups

21.01. We shall apply the provisions of this Chapter to the conclusion of the Customized Tour Contract in cases where we receive subscriptions from two or more Travelers who are to travel the same route at the same time, provided that each Traveler appoint a responsible representative (hereinafter referred to as the

"Contract Representative").

## Article 22 - Contract Representative

22.01. Unless a Special Contract is concluded, we shall consider the Contract Representative as the person holding all the power of representation concerning the conclusion of the Customized Tour Contract for the Travelers who compose his/her organization or group (hereinafter referred to as the "Constituent Member"), and we shall handle transactions concerning the Tour business related to the said organization or group and the business of Article 26.01 with the said Contract Representative.

22.02. The Contract Representative will be required to submit a list of the Constituent Members on or before the date set by us.

22.03. We shall not be held responsible for the liabilities or obligations which the Contract Representative assumes to the Constituent Members at present or the liabilities or obligations which the Contract Representative is expected to assume in the future.

22.04. In the case that the Contract Representative does not accompany his/her organization or group during the Tour, one of the Constituent Members appointed by the Contract Representative beforehand shall be considered by us as the Contract Representative after the start of the Tour.

## Article 23 - Special Rule of the Conclusion of the Contract

23.01. When we conclude the Customized Tour Contract with the Contract

Representative, there are cases where we accept the conclusion of the Customized Tour Contract without receiving payment of the Application Fee, notwithstanding the provision of Article 26.01.

23.02. When we conclude the Customized Tour Contract with the Contract Representative without receiving payment of the Application Fee under the provision of the preceding Paragraph 23.01, we shall deliver to the Contract Representative a Document written to that effect, and the Customized Tour Contract shall be considered concluded when we have delivered the said Document to the Contract Representative.

## Chapter 6    :-    Administration of Itinerary

### Article 24    -    Administration of Itinerary

24.01. We shall make efforts to secure the safe and smooth implementation of the travel for the Traveler and to carry out the following services for the Traveler, except when we have concluded with the Traveler a Special Contract which differs from these services:

(1) In cases where it is considered that the Traveler may not be able to receive the Tour Service during the Tour, to take necessary measures to ensure that the Traveler will receive the Tour Service as specified in the Customized Tour Contract.

(2) In cases where it becomes unavoidable to alter the contents of the Tour Contract despite the measures taken as described in the preceding Paragraph, to make arrangements for alternative services. If the itinerary of the Tour is to be changed, we shall make efforts to make the alternative itinerary after the change measure

up to the purport of the original itinerary. Also in cases where we are required to change the contents of the Tour Services, we shall try to minimize alterations of the Contract Contents by making the contents of the Tour Service after the change as close to the originally planned contents as possible.

Article 25 - Instructions of Our Company

25.01. The Traveler will be required to follow the instructions of our Company while the Tour is conducted as a group during the Tour from its start to its finish, in order to implement the Tour safely and smoothly.

Article 26 - Services of Tour Escorts, Etc.

26.01. There are cases where we shall ask Tour Escorts or others to accompany the Tour, depending on the contents of the Tour, and handle the services described in the respective Paragraphs of Article 24 in whole or in part or any other services which we consider necessary in connection with the said Customized Tour.

26.02. The service hours for the said Tour Escorts or others to engage in the services described in the preceding Paragraph 26.01 shall be in principle from 8:00 to 20:00.

Article 27 - Protective Measures

27.01. In the case that a situation arises where we consider the Traveler to be in a condition requiring protection due to sickness, injury, ect. during the travel, we may take the necessary measures. In these cases, if the cause is not blamed on us, the expenditure required for the said measures shall be borne by the said Traveler and shall be payable by the Traveler on or before the date set by us by the method designated by us.



## Chapter 7    :    Responsibility

### Article 28    -    Responsibility of Our Company

28.01. We shall be responsible for compensating for the damage caused to the Traveler intentionally or negligently by us or by our agent (hereinafter referred to as the "Business Agent") who has been engaged by us to make arrangements on our behalf under the provision of Article 4, but limited only to cases when notice has been given to us within two years from the day immediately following the day when the damage occurred.

28.02. In cases where the Traveler has suffered damage due to causes beyond the control of our Company or our Business Agent, such as acts of providence, maelstrom of war, civil commotion, suspension of Tour Services like transport and accommodation facilities, orders from government and other public agencies, and others causes, we shall not be held responsible for compensation except in the case of the preceding Paragraph 28.01.

28.03. Regarding damage caused to baggage as described in 28.01, notwithstanding the provision of the said Paragraph, we shall compensate the Traveler up to ¥150,000 as a maximum amount per Traveler (except in cases where the damage has been caused by us intentionally or by gross negligence), only in cases where we have been notified of the damage within 14 days in the case of inland trips and within 21 days in the case of overseas trips, counted respectively from the day immediately following the day when the damage has occurred.

### Article 29    -    Special Compensation

29.01. We shall pay compensation and a solatium of the amount set beforehand for damage caused to the life, body or baggage of the Traveler while he/she is participating in a Customized Tour, in accordance with the provision of the separate Rules of Special Compensation, regardless of whether or not the damage has been caused due to our responsibility under the preceding Article 28.01.

29.02. In cases where we are responsible under the provision of the preceding Article 28.01 for the damage caused as described in the preceding Paragraph 29.01, the compensation money payable by us within the limit of the amount of compensation money payable based on the said responsibility according to the preceding Paragraph 29.01 shall be considered as the compensation money for the said damage.

29.03. In such a case as provided in the preceding Paragraph 29.02, our responsibility to pay the indemnity based on the provision of 29.01 shall be reduced by the amount equal to the compensation money payable by us under the provision of the preceding Article 28.01 (including the indemnity considered as the compensation money according to the provision of the preceding Paragraph 29.02).

29.04. The Subscription Type Package Tour which we implement by collecting a separate Tour Price from the Traveler participating in our Customized Tour shall be handled as part of the contents of the Customized Tour Contract.

#### Article 30 - Guarantee of Itinerary

30.01. In the case that a serious alteration is made to the Tour Contents described in the left column of Schedule II (except the alterations described in each of the

following instances (excluding alterations caused by the lack of seats in the transportation

facilities or the lack of rooms in the accommodation or other facilities despite the fact that the said Tour Service is provided by the transport and accommodation facilities)), we shall pay compensation money for such alterations which is equal to or in excess of the amount reached by multiplying the Tour Price by the percentage specified in the right column of the said Schedule within 30 days counted from the day immediately following the last day of the Tour, except in cases where it is clear that we will bear the responsibility under the provision of Article 28.01 regarding the said alterations.

(1) Alterations due to the following causes:

(a) Act of providence.

(b) Maelstrom of war.

(c) Civil commotion.

(d) Orders from government and other public agencies.

(e) Suspension of Tour Services like transport and accommodation facilities.

(f) Offering a transport service not based on the original travel plan.

(g) Measures required to ensure the safety of the life or body of the Tour Participants.

(2) Alterations relating to the portion altered following the changes made to the Customized Tour under the provision of Article 13.01 and those relating to the

portion cancelled due to the cancellation of the Customized Tour Contract based on the provisions from Article 16 through Article 18.

30.02. The maximum amount of compensation money payable by us for the alteration shall be the amount reached by multiplying the Tour Price per Traveler for the Customized Tour by the percentage set by us in excess of 15%. However, in the case that the amount of compensation money payable per Traveler for the Customized Tour falls below ¥1,000, we shall not pay the compensation money for the alteration.

30.03. In the case that it becomes clear that we are liable for the said alteration, based on the provision of Article 28.01 after we have paid compensation money for the alteration in accordance with the provision of 30.01, the Traveler will be required to reimburse to us the compensation money paid for the said alteration. In this case, based on the provision of the same Paragraph, we shall pay the balance by offsetting the amount of the compensation money payable by us by the amount of the compensation money for the alteration that is refundable by the Traveler.

#### Article 31 - Responsibility of the Traveler

31.01. In the case that we have suffered damage due to the willfulness or fault of the Traveler, the said Traveler will be required to compensate us for the damage.

31.02. When the Traveler concludes the Customized Tour Contract, the Traveler will be required to try to understand the contents of the Customized Tour Contract, such as the right and obligation of the Traveler, etc., by utilizing the information provided by us.

31.03. In order for the Traveler to smoothly receive the Tour Service described in the Contract Document after the start of the Tour, the Traveler will be required to report promptly to us, our business agent or the provider of the said Tour Service at the Touring point if and when the Traveler realizes that a Tour Service different from the Contract Document has been offered.

## Chapter 8     :     Business Guarantee Bonds

Article 32.     -     Compensation Business Guarantee Bonds

32.01. We are the Security Member of the Japan Association of Travel Agents (located Zen-nittu Kasumigaseki Bldg.3F 3-3 Kasumigaseki 3-chome.Chiyoda-ku, Tokyo) .

32.02. The Traveler or the Constituent Member, who has concluded the Package Tour Contract with us, is entitled to receive reimbursement from the Compensation Business

Guarantee Bonds deposited by the Japan Association of Travel Agents which is described in the preceding Paragraph 31.01, up to the maximum amount of yen, in connection with the claim arising from the said transaction.

32.03. As we have paid our share of the Compensation Business Guarantee Bonds to the

Japan Association of Travel Agents in accordance with the provision of the first Paragraph of the Article 22.10 of the Travel Agency Law, we have not deposited the Business Guarantee Bonds based on the first Paragraph of Article 7 of the

Travel Agency Law.

Schedule I - Cancellation Charge (relating to  
Article 16.01)

1. Cancellation Charges relating to Inland Trips

| Classification  | Cancellation Charge   |
|---|---|
| (1) Customized Tour Contract excluding (2) below.   |   |
| (a) In a case other than the following cases from (b) through (f) (but Amount equal to limited to cases where we have specified the amount of the Planning the Charge in the Contract Document)                                       | Amount equal to the Planning Charge                               |
| (b) If the Contract is cancelled on or after the 20th day (the 10th day in the case of a day trip) counted backward from the day immediately preceding the starting day of the Tour (except the following cases from (c) through (f)) | Not more than 20% of the Tour Price                               |
| (c) If the Contract is cancelled on or after the 7th day Counted backward from the day immediately preceding the starting day of the Tour (except the following cases from (d) through (f))   | Not more than 30% of the Tour Price                               |
| (d) If the Contract is cancelled on the day immediately preceding the starting day of the Tour  | Not more than 40% of the Tour Price                               |
| (e) If the Contract is cancelled on the very day when the Tour starts   | Not more than 50% of the Tour Price                               |
| (f) If the Contract is cancelled after the start of the Tour or the Traveler does not participate in the Tour without notice  | Not more than 100% of the Tour Price                              |
| (2) Customized Tour Contract using a Chartered Vessel   | Based on the rules of the cancellation charge for the said Vessel |
| Note: The amount of the cancellation charge shall clearly be specified in the   |   |

Contract Document.

2. Cancellation Charges relating to Overseas Trips

| Classification   | Cancellation Charge                  |
|--|--------------------------------------|
| (1) Customized Tour Contract using an Aircraft when leaving Japan or returning to Japan (excluding the Tour Contracts described in (2) and (3) below)  |                                      |
| (a) In a case other than the following cases from (b) through (d) (but limited to the cases where we have specified the amount of the Planning Charge in the Contract Document)                                | Amount equal the Planning Charge     |
| (b) If the Contract is cancelled on or after the 30th day counted backward from the day immediately preceding the starting day of the Tour (except the following cases from (c) through (d))                   | Not more than 20% of the Tour Price  |
| (c) If the Contract is cancelled on or after two days before the starting day of the Tour (except the following case described in (d) below)   | Not more than 50% of the Tour Price  |
| (d) If the Contract is cancelled after the start of the Tour or the Traveler does not participate in the Tour without notice   | Not more than 100% of the Tour Price |
| (2) Customized Tour Contract using a Chartered Aircraft  |                                      |
| (a) In a case other than the following cases from (b) through (f) (but limited to the cases where we have specified the amount of the Planning Charge in the Contract Document)                                | Amount equal the Planning Charge     |
| (b) If the Contract is cancelled on or after the 90th day counted backward from the day immediately preceding the starting day of the Tour (except the following cases from (c) through (e))                   | Not more than 20% of the Tour Price  |
| (c) If the Contract is cancelled on or after the 30th day counted of the Tour Price backward from the day immediately preceding the starting day of the Tour (except the following cases from (d) through (e)) | Not more than 50% of the Tour Price  |
| (d) If the Contract is cancelled on or after the 20th day counted backward from the day immediately  | Not more than 80% of the Tour Price  |

|  |   |
|--|---|
| preceding the starting day of the Tour (except the following case described in (e) below)<br>(e) If the Contract is cancelled on or after the 3rd day counted backward Price from the day immediately preceding the starting day of the Tour or the Traveler does not participate in the Tour without notice | Not more than 100% of the Tour Price                              |
| (3) Customized Tour Contract using a Vessel when leaving Japan or returning to Japan   | Based on the rules of the cancellation charge for the said Vessel |
| Note: The amount of the cancellation charge shall clearly be specified in the Contract Document.   |   |

## Schedule II - Compensation Money for Alterations

(relating to Article 30.01)

| Alterations Requiring Payment of Compensation money   | Percentage per Case(%)      |                             |
|---|-----------------------------|-----------------------------|
|   | After the start of the Tour | After the start of the Tour |
| (1) Alterations of the starting day or last day of the Tour described in the Contract Document  | 1.5                         | 3.0                         |
| (2) Alterations of sightseeing spots or sightseeing facilities (including restaurants) and other destinations of the Tour   | 1.0                         | 2.0                         |
| (3) Alterations in the class or the facilities of Transportation Facilities to those with lower rates than those described in the Contract Document (but limited only to the cases where the total amount of charges for the class and facilities after alterations | 1.0                         | 2.0                         |



|   |     |     |
|---|-----|-----|
| fall below the total amount for those specified in the Contract Document)   |     |     |
| (4) Alterations in the type of transport or in the names of the companies described in the Contract Document  | 1.0 | 2.0 |
| (5) Alterations to flights departing from and/or ending in Japan from those specified in the Contract Document.   | 1.0 | 2.0 |
| (6) Alterations to a direct flight scheduled to fly from Japan to outside Japan as mentioned in the Contract Document to a connecting flight or an indirect flight.   | 1.0 | 2.0 |
| (7) Alterations in the type or name of the accommodation facilities which are specified in the Contract Document  | 1.0 | 2.0 |
| (8) Alterations in the conditions of guest rooms as specified in the Contract Document, such as the type of guest rooms, facilities, scenery, etc   | 1.0 | 2.0 |
| <p>Note 1. "Before the Start of the Tour" shall refer to cases where the Traveler has been notified of the relevant alteration on or before the day immediately preceding the starting day of the Tour, and "After the Start of the Tour" shall refer to cases where the Traveler has been notified of the relevant alteration on or after the starting day of the Tour.</p> <p>Note 2. When the Determinate Document has been delivered, this Schedule shall be applied by reading "Contract Document" as "Determinate Document". In this case, if any alterations take place between the described contents of the Contract Document and the described contents of the Determinate Document or between the described contents of the Determinate Document and the contents of the service actually offered, each respective alteration shall be treated as one case.</p> <p>Note 3. If transport facilities related to the alterations described in (3) or (4) above involve the use of accommodation facilities, each overnight stay shall be treated as one case.</p> |     |     |

Note 4. Alternations in the names of companies operating transport facilities under (4) above will not be applicable in cases where alterations involve changes to a higher class or more sophisticated facilities.

Note 5. Even if the alterations described in (4) or (7) or (8) above take place in multiple cases during one ride on a transport vehicle or one overnight stay, each one ride or each one overnight stay shall be treated as one case respectively.

## **Attachment**

### **SPECIAL COMPENSATION REGULATION**

#### **Chapter I Payment of Compensation, Etc.**

##### Article 1 (Company's Liability for Payment)

1. If a Traveler participating in an Organized Tour operated by this company (hereinafter referred to as "the Company") has suffered an injury due to a sudden and extraneous accident during such participation (hereinafter referred to as the "Accident"), the Company shall pay to the Traveler or his/her legal heir compensation for death or for an after-effect and a solatium for hospitalization or for a hospital visit (hereinafter referred to as "Compensation, Etc.") in accordance with the provisions of Chapters I through IV.
2. An injury referred to in the preceding Paragraph includes a sudden poisoning symptom caused from accidental and temporary inhalation, absorption, or intake (except a poisoning symptom caused as a result of continuous inhalation, absorption, or intake) of poisonous gas or substance from outside the body. However, bacterial food poisoning is not included.

##### Article 2 (Definitions of Terms)

1. An "Organized Tour" as stated in these Special Compensation Rules means that which is provided for in Paragraph 1, Article 2 of the Terms and Conditions of Agent-Organized Tour Contracts and Paragraph 1, Article 2 of the Terms and Conditions of Custom-Ordered Tour Contracts in the Standard Terms and Conditions of Travel Contracts.
2. "During participation in the Organized Tour" as stated in these Special Compensation Rules means the period between the time of commencement of receiving the first provision of the services of transportation/accommodation facilities, etc., specified in the itinerary of the Organized Tour provided based on the tickets, etc., arranged for by the Company in advance for the purpose of the Traveler's participation in the Organized Tour, and the time of completion of receiving the last provision of such services. However, in case the Traveler deviates from the itinerary of the Organized Tour set in advance, if he/she has notified the Company of the intended date and time of deviation and rejoining in advance, the period between the time of deviation and the intended time of rejoining shall be considered to be "During Participation in the Organized Tour". If the Traveler has deviated from the itinerary without notifying the Company of the intended date and

time of deviation and rejoining in advance or without intention of rejoining, the period between the time of deviation and the time of 3 rejoining or the period from and after the time of deviation shall not be considered to be "During Participation in the Organized Tour." Moreover, in case a date (according to the standard time of the place of travel concerned) is specified in the itinerary of the Organized Tour on which the Traveler receives no service of the transportation/accommodation facilities, etc., arranged for by the Company and if that matter and the fact that no compensation or solatium shall be paid in accordance with these Special Compensation Rules with respect to the damage incurred by the Traveler due to the Accident occurring on such date are specified in the Contract Document, such date shall not be considered to be "During Participation in the Organized Tour."

3. "Time of Commencement of Receiving the Services" referred to in the preceding Paragraph means any of the times mentioned in the following Items:

(1) If a tour conductor or an employee or an agent of the Company performs reception, the time of completion of the reception.

(2) In case the reception referred in the preceding Item is not performed, if the first of the transportation/accommodation facilities, etc., is: (a) an aircraft, the time of completion of the boarding procedure; (b) a ship, the time of completion of the boarding procedure; (c) a railroad, the time of completion of ticket examination or, if there is no ticket examination, the time of boarding the train concerned; (d) a vehicle, the time of getting in the vehicle; (e) accommodation facilities, the time of entering the facilities; (f) facilities other than accommodation facilities, the time of completion of the procedure for using the facilities.

4. "Time of Completion of Receiving the Provision of the Services" referred to in Paragraph 2 means any of the times mentioned in the following Items:

(1) If a tour conductor or an employee or an agent of the Company announces breakup of the tour, the time of the announcement.

(2) In case the announcement of breakup of the tour referred to in the preceding Item is not made, if the last of the transportation/accommodation facilities, etc., is: (a) an aircraft, the time of leaving the airport premises which are accessible only by passengers; (b) a ship, the time of disembarkation; (c) a railroad, the time of completion of ticket examination or, if there is no ticket examination, the time of getting off the train concerned; (d) a vehicle, the time of getting out of the vehicle; 4 (e) accommodation facilities, the time of leaving the facilities; (f) facilities other than accommodation facilities, the time of leaving the facilities.

## **Chapter II Entry into Effect of Agreements**

### Article 3 (Cases Where Compensation, Etc., Are Not Paid---(1))

1. The Company shall not pay Compensation, Etc., with respect to an injury occurring due to any of the causes mentioned in the following Items:

(1) The intention of the Traveler. However, this does not apply to an injury suffered by a person other than the Traveler.

(2) The intention of the person entitled to receive the compensation for death. However, if such person is entitled to receive part of the compensation for death, this does not apply to the remainder of the compensation which another person is entitled to receive.

(3) A suicidal, criminal, or combative act by the Traveler. However, this does not apply to an injury suffered by a person other than the Traveler.

(4) The Accident which occurred while the Traveler was driving an automobile or a motorcycle without having the driving qualifications as provided for by the law or under the influence of alcohol with his/her ability for normal driving being impaired. However, this does not apply to an injury suffered by a person other than the Traveler.

(5) The Accident which occurred while the Traveler intentionally committed an illegal act or was receiving illegal services. However, this does not apply to an injury suffered by a person other than the Traveler.

(6) Brain disease, illness or mental derangement of the Traveler. However, this does not apply to an injury suffered by a person other than the Traveler.

(7) Pregnancy, childbirth, premature delivery, miscarriage, surgical operation or any other medical treatment of the Traveler. However, this does not apply to treatment of an injury for which the Company should compensate.

(8) The Accident during execution of punishment, detention or imprisonment of the Traveler.

(9) War, use of force by a foreign country, a revolution, overthrow of government, civil war, or any other similar incident or riot (meaning in these Special Compensation Rules a state which can be considered to be a serious situation from the viewpoint of maintenance of public order with peace significantly disturbed nationwide or in some area due to collective actions by a mob or a large number of people).

(10) A radioactive, explosive or any other harmful characteristic of nuclear fuel substance (including spent fuel; hereinafter the same) or substances contaminated by nuclear fuel substance (including a fission product) or the Accident caused by these properties. 5

(11) The Accident concomitant with the causes referred to in the preceding two Items or the Accident resulting from a disorder due to such causes.

(12) Irradiation or radioactive contamination other than those mentioned in (10) above.

2. The Company shall not pay Compensation, Etc., for a cervical syndrome (a so-called whiplash injury) or lumbago without any objective symptoms, regardless of its causes.

#### Article 4 (Cases Where Compensation, Etc., Are Not Paid---(2))

In addition to the provisions in the preceding Article, in the case of an Organized Tour intended for a Domestic Travel, the Company shall not pay Compensation, Etc., for an injury suffered due to any of the causes mentioned in the following Items:

- (1) An earthquake, an eruption, or a tsunami.
- (2) The Accident concomitant with the causes referred to in the preceding Item or the Accident resulting from a disorder due to such causes.

#### Article 5 (Cases Where Compensation, Etc., Are Not Paid---(3))

The Company shall not pay Compensation, Etc., for an injury mentioned in any of the following Items unless an act referred to in any of these Items is included in the itinerary of the Organized Tour prepared in advance by the Company. If an act referred to in any of these Items is included in the said itinerary, the Company shall also pay Compensation, Etc., for an injury caused by a similar act, other than that specified in the itinerary, during the Traveler's participation in an Organized Tour.

- (1) An injury caused while the Traveler was engaged in any of the activities mentioned in Schedule I.
- (2) An injury caused while the Traveler was engaged in a race, a competition, a show (all including practice), or a test run (meaning driving or operation for the purpose of a performance test) with an automobile, a motorcycle, or a motorboat. However, Compensation, Etc., will be paid for an injury caused while engaged in such activities using an automobile or a motorcycle on a road even if they are not included in the itinerary of the Organized Tour.
- (3) An injury caused while the Traveler was piloting an aircraft other than one operated by an air freight forwarder on a specified route (regardless of whether it was on a regular flight or on a nonscheduled flight).

### **Chapter III Change and Cancellation of Agreements**

#### Article 6 (Payment of Compensation for Death)

If a Traveler suffered an injury referred to in Article 1 and died as a direct result of it

within 180 days of the date of the Accident, the Company shall pay compensation for death to the legal heir of the Traveler in the amount per Traveler (hereinafter referred to as "Amount of Compensation") of JPY25,000,000 in the case of an Organized Tour intended for Overseas Travel, or JPY15,000,000 in the case of an Organized Tour intended for Domestic Travel. However, if compensation for an after-effect has already been paid with respect to the Traveler concerned, an amount arrived at by subtracting the amount already paid from the Amount of Compensation shall be paid.

#### Article 7 (Payment of Compensation for an After-effect)

1. A If a Traveler suffered an injury referred to in Article 1 and an after-effect (meaning a serious disorder of a function remaining in the body which cannot be recovered in the future or loss of part of the body after the injury constituting the cause was healed; hereinafter the same) was caused as a direct result of it within 180 days of the date of the Accident, the Company shall pay compensation for an after-effect to the Traveler in the amount per Traveler arrived at by multiplying the Amount of Compensation by the ratio mentioned in the relevant Item of Schedule II.
2. Notwithstanding the provisions of the preceding Paragraph, if the Traveler is still in a state requiring treatment after the 180th day from the date of the Accident, the Company shall pay compensation for an after-effect after determining the degree of the after-effect based on the diagnosis of a doctor on the 181st day from the date of the Accident.
3. For an after-effect not mentioned in any of the Items of Schedule II, the Amount of Compensation for an after-effect shall be determined regardless of the Traveler's occupation, age, social status, etc., according to the degree of the disorder in the body and in reference to the classification of each Item in Schedule II. However, a compensation for an after-effect shall not be paid for a disorder not resulting in a functional disorder mentioned in 1. (3), 1. (4), (3), 4. (4) or 5. (2).
4. If more than one kind of after-effect has been caused due to the same Accident, the Company shall apply the preceding three Paragraphs to each after-effect, and pay the total amount. However, for an after-effect on an upper limb (an arm and hand) or a lower limb (a leg and foot) mentioned in 7, 8 or 9 of Schedule II, the compensation for an after-effect per limb shall be within the limits of 60% of the Amount of Compensation. 7
5. The amount of compensation for an after-effect which the Company should pay in accordance with each of the preceding Paragraphs will be, per Traveler per Organized Tour, within the limits of the relevant Amount of Compensation.

Article 8 (Payment of a Solatium for Hospitalization)

1. If a Traveler suffered the injury referred to in Article 1, and, as its direct result, became unable to engage in normal business or to lead a normal life and consequently was admitted to a hospital (meaning, a case requiring treatment by a doctor in which home-care is considered difficult and as a result admitted to a hospital or a clinic to concentrate on the treatment under the doctor's supervision at all times; hereinafter the same applies in this Article), the Company shall pay to the Traveler a solatium for hospitalization for the number of such days (hereinafter referred to as "Number of Days of Hospitalization") in accordance with the following classification:

(1) In case of an Organized Tour intended for Overseas Travel:

(a) In case of the injury for which the Number of Days of Hospitalization is 180 or more: JPY400,000

(b) In case of the injury for which the Number of Days of Hospitalization is 90 or more but less than 180: JPY200,000

(c) In case of the injury for which the Number of Days of Hospitalization is 7 or more but less than 90: JPY100,000

(d) In case of the injury for which the Number of Days of Hospitalization is less than 7: JPY40,000

(2) In case of an Organized Tour intended for Domestic Travel:

(a) In case of the injury for which the Number of Days of Hospitalization is 180 or more: JPY200,000

(b) In case of the injury for which the Number of Days of Hospitalization is 90 or more but less than 180: JPY100,000

(c) In case of the injury for which the Number of Days of Hospitalization is 7 or more but less than 90: JPY50,000

(d) In case of the injury for which the Number of Days of Hospitalization is less than 7: JPY20,000

2. Even if the Traveler is not hospitalized, in case the injury falls under any of the Items of Schedule III, and treatment by a doctor was received, the period during which the Traveler was in such a state shall be considered to be the days of hospitalization for the purposes of the provisions of the preceding Paragraph. 8 3. If both a solatium for hospitalization and a compensation for death, or both a solatium for hospitalization and a compensation for an after-effect, should be paid for one Traveler, the Company shall pay the total amount.



#### Article 9 (Payment of a Solatium for Hospital Visits)

1. If a Traveler suffered an injury referred to in Article 1, and as its direct result, became unable to engage in normal business or to lead a normal life and visited a hospital (meaning, a case requiring treatment by a doctor and visited hospital or a clinic to receive treatment by a doctor (including a home visit by a doctor); hereinafter the same applies in this Article), the Company shall pay to the Traveler a solatium for hospital visits for the number of such days (hereinafter referred to as "Number of Days of Hospital Visits") in accordance with the following classification if such number of days totaled 3 days or more:

(1) In case of an Organized Tour intended for Overseas Travel: (a) In case of an injury for which the Number of Days of Hospital Visits is 90 or more: JPY100,000 (b) In case of an injury for which the Number of Days of Hospital Visits is 7 or more but less than 90: JPY50,000 (c) In case of an injury for which the Number of Days of Hospital Visits is 3 or more but less than 7: JPY20,000

(2) In case of an Organized Tour intended for Domestic Travel: (a) In case of an injury for which the Number of Days of Hospital Visits is 90 or more: JPY50,000 (b) In case of an injury for which the Number of Days of Hospital Visits is 7 or more but less than 90: JPY25,000 (c) In case of an injury for which the Number of Days of Hospital Visits is 3 or more but less than 7: JPY10,000

2. Even if the Traveler did not visit a hospital, in case the Company approved that there arose a significant difficulty for the Traveler in engaging in normal business or leading a normal life because he/she had to wear a plaster cast at all times at a doctor's instruction in order to immobilize the part receiving an injury, such as a fracture, the period during which the Traveler was in such a state shall be considered to be the days of hospital visits for the purposes of the provisions of the preceding Paragraph.

3. The Company shall not pay a solatium for hospital visits for any hospital visit after the injury has healed to the extent that there is no difficulty in engaging in normal business or leading a normal life. 9

4. In no case shall the Company pay a solatium for hospital visits for any hospital visit after the elapse of 180 days from the date of the Accident.

5. If both a solatium for hospital visits and a compensation for death or both a solatium for hospital visits and a compensation for an after-effect, should be paid for one Traveler,

the Company shall pay the total amount.

Article 10 (Special Provisions Concerning the Payment of a Solatium for Hospitalization and a Solatium for Hospital Visits)

Notwithstanding the provisions of the preceding two Articles, if the Number of Days of Hospitalization and the Number of Days of Hospital Visits for one Traveler have each become 1 or more, the Company shall pay only the solatium mentioned in either of the following Items whose amount is the larger (if the amounts are the same, that mentioned in Item (1)):

(1) The solatium for hospitalization which the Company should pay for the Number of Days of Hospitalization concerned; (2) Assuming that the Number of Days of Hospital Visits concerned (excluding that of the period for which the Company should pay a solatium for hospitalization) and the Number of Days of Hospitalization concerned are added up to constitute the Number of Days of Hospital Visits, the solatium for hospital visits which the Company should pay for the latter number of days.

Article 11 (Presumption of Death)

If a Traveler is not found after the elapse of 30 days from the date on which the aircraft or the ship which he/she boarded went missing or met with the Accident, he/she will be presumed to have died due to the injury referred to in Article 1 on the date on which the aircraft or the ship went missing or met with the Accident.

Article 12 (Effect of Other Physical Disabilities or Diseases)

If the injury referred to in Article 1 has become serious due to an effect of the physical disability or the disease already existing when the Traveler suffered that injury, or due to an effect of an injury or a disease which occurred independent of the Accident which had caused the injury referred to in Article 1 after suffering such injury, the amount appropriate for that injury, excluding such effect, shall be determined and paid.

#### **Chapter IV**

#### **Occurrence of Accident, Procedures for Claiming Compensation, Etc.**

Article 13 (Request for Explanation, etc., Concerning the Degree of Injury, etc.)

1. If a Traveler has suffered the injury referred to in Article 1, the Company may request of him/her or the person entitled to receive a compensation for death an explanation concerning the degree of the injury, the outline of the Accident which caused the injury,

etc., or request for a medical examination of the Traveler or for a postmortem examination. In this case, the Traveler or the person who is entitled to receive the compensation for death must comply with such requests.

2. In case the injury referred to in Article 1 was incurred due to a cause in which the Company has no concern, the Traveler or the person entitled to receive a compensation for death must report to the Company the degree of the injury, the outline of the Accident which caused the injury, etc., within 30 days of the date of the Accident.

3. If the Traveler or the person entitled to receive compensation for death has violated the provisions of the preceding two Paragraphs without a good reason with which the Company is satisfied or has failed to tell the truth or given a false statement, in connection with the explanation or the report, the Company shall not pay Compensation, Etc.

#### Article 14 (Claim for Compensation, Etc.)

1. If the Traveler or the person entitled to receive compensation for death intends to receive Compensation, Etc., he/she must submit a claim form for Compensation, Etc., prescribed by the Company, as well as the following documents:

(1) In case of claiming compensation for death: (a) A copy of the Traveler's family register, as well as a copy of the legal heir's family register and a certificate of his/her seal impression; (b) A document certifying the Accident issued by a public body (or by a third party under unavoidable circumstances); (c) A death certificate or a postmortem certificate.

(2) In case of claiming compensation for an after-effect: (a) A certificate of the Traveler's seal impression; (b) document certifying the Accident issued by a public body (or by a third party under unavoidable circumstances); (c) A doctor's medical certificate certifying the degree of the after-effect. 11

(3) In case of claiming a solatium for hospitalization: (a) A document certifying the Accident issued by a public body (or by a third party under unavoidable circumstances); (b) A doctor's medical certificate certifying the degree of the injury; (c) A document of the hospital or clinic mentioning the Number of Days of Hospitalization or the Number of Days of Hospital Visits.

(4) In case of claiming a solatium for hospital visits: (a) A document certifying the Accident issued by a public body (or by a third party under unavoidable circumstances); (b) A doctor's medical certificate certifying the degree of the injury; (c) A document of the hospital or clinic mentioning the Number of Days of Hospitalization or the Number of Days of Hospital Visits.

2. The Company may request submission of a document other than the documents referred to in the preceding Paragraph or omission of some of the documents to be submitted referred to in the preceding Paragraph.

3. If the Traveler or the person entitled to receive compensation for death has violated the provisions of Paragraph 1 or has failed to tell the truth or given a false statement, in connection with any document submitted, the Company shall not pay Compensation, Etc.

#### Article 15 (Subrogation)

Even if the Company has paid Compensation, Etc., the Traveler's or his/her heir's right to seek damages from a third party in connection with the injury suffered by the Traveler shall not be transferred to the Company.

### **Chapter V Compensation for Damaged Baggage**

#### Article 16 (Payment Liability of the Company)

If a Traveler participating in an Organized Tour operated by the Company has incurred damage to his/her personal belongings due to an Accident occurring while he/she was participating in the Organized Tour (hereinafter referred to as "Goods for Compensation"), the Company shall pay compensation for damaged baggage (hereinafter referred to as "Compensation for Damage") in accordance with the provisions of this.

### **Chapter. 12**

#### Article 17 (Cases Where a Compensation for Damage Is Not Paid)

1. The Company shall not pay Compensation for Damage with respect to damage resulting from any of the causes mentioned in the following Items:

(1) The Traveler's intention. However, this does not apply to the damage incurred by a person other than the Traveler.

(2) Intention of a relative who is in the same household as the Traveler. However, this does not apply to a case if such person had no intention of enabling the Traveler to receive Compensation for Damage.

(3) A suicidal, criminal, or combative act on the part of the Traveler. However, this does not apply to damage incurred by a person other than the Traveler.

(4) The Accident which occurred while the Traveler was driving an automobile or a motorcycle without having the driving qualifications as provided for by the law, or under the influence of alcohol with his/her ability for normal driving being impaired. However, this does not apply to damage incurred by a person other than the Traveler.

- (5) The Accident which occurred while the Traveler intentionally committed an illegal act or was receiving illegal services. However, this does not apply to damage incurred by a person other than the Traveler.
- (6) Exercise of public authority by the state of a public body including seizure, requisition, confiscation, destruction, etc., except when such action is taken as a measure necessary for fire-fighting or evacuation.
- (7) A defect in Goods for Compensation, except those defects which the Traveler or the person who takes charge of the Goods for Compensation was unable to detect even with reasonable care.
- (8) Natural wear, rust, mold, change in color, mouse gnawing, worm-eaten, etc., in Goods for Compensation.
- (9) Damage only to external appearance which does not cause any impediment to the functions of the Goods for Compensation. 13
- (10) Leakage of Goods for Compensation. However, this does not apply to the damage caused to other Goods for Compensation by such leakage.
- (11) Left or lost Goods for Compensation.
- (12) The causes mentioned in Items 9 through 12, Paragraph 1, Article 3.

2. In addition to the provisions of the preceding Paragraph, the Company shall not pay Compensation for Damage resulting from a cause mentioned in any of the following Items in case of an Organized Tour intended for Domestic Travel:

- (1) An earthquake, a volcanic eruption or a tsunami.
- (2) The Accident occurring due to any of the causes referred to in the preceding Item or the Accident resulting from disruption of order due to such causes.

#### Article 18 (Goods for Compensation and the Scope of Application)

1. Goods for Compensation are limited to the Traveler's personal belongings which he/she carries with him/her during his/her participation in the Organized Tour.
2. Notwithstanding the provisions of the preceding Paragraph, goods mentioned in any of the following Items are not included in Goods for Compensation:
  - (1) Cash, checks and other valuable papers, revenue stamps, postage stamps and other similar goods.
  - (2) Credit cards, coupons, air tickets, passports and other similar goods.
  - (3) Manuscripts, blueprints, designs, account books and other similar goods (including those recorded in recording media which can be directly processed using information apparatus, such as magnetic tapes, magnetic disks, CD-ROMs, optical disks, etc.

(computers and their peripherals, such as terminal units, etc.)).

(4) Ships (including yachts, motorboats and boats), automobiles, motorcycles and their accessories.

(5) Mountaineering equipment, exploration equipment and other similar goods.

(6) Artificial teeth, artificial limbs, contact lenses and other similar goods. 14

(7) Animals and plants.

(8) Other goods specified by the Company in advance.

#### Article 19 (Amount of Damage and Amount of a Compensation for Damage)

1. The amount of damage which the Company should pay as a Compensation for Damage (hereinafter referred to as "Amount of Damage") shall be determined on the basis of either the value of the Goods for Compensation at the place and time where and when the damage was caused or the total amount of the cost of repair necessary for restoring the Goods for Compensation to their state immediately before the occurrence of the damage and the cost referred to in Paragraph 3 of the following Article, whichever is lower.

2. If the Amount of Damage for one or a pair of the Goods for Compensation exceeds JPY100,000, the Company shall apply the provisions of the preceding Paragraph assuming the Amount of Damage to be JPY100,000.

3. The amount of Compensation for Damage which the Company should pay shall be within the limits of JPY150,000 per Traveler per Organized Tour. However, if the Amount of Damage does not exceed JPY3,000 per Traveler per Accident, the Company shall not pay Compensation for Damage. Article 20 (Prevention of Damage, Etc.) 1. If a Traveler has realized that damage provided for in.

Article 16 has occurred to Goods for Compensation, he/she must perform the following:

(1) To endeavor to prevent or reduce the damage.

(2) To notify the Company without delay the degree of damage, the outline of the Accident which caused the damage, and the existence or otherwise of an insurance policy covering the Goods for Compensation which have incurred damage.

(3) If the Traveler can be compensated for the damage by another, to follow the procedures necessary for exercising such right.

2. If the Traveler has violated Item (1) of the preceding Paragraph without a good reason, the Company shall assume the Amount of Damage to be the remaining balance obtained by deducting the amount of the cost that might have been prevented or reduced. If the

Traveler has violated Item (2) of the same Paragraph, the Company shall not pay any Compensation for Damage. If the Traveler has violated Item 15 (3) of the same Paragraph, the Company shall deem the Amount of Damage to be the remaining balance obtained by deducting the amount that might have been obtained by the Traveler by exercising the right to claim damages.

3. The Company shall pay the following expenses: (1) Expenses required for preventing or reducing the damage provided for in Item (1), Paragraph 1 which are deemed necessary or useful by the Company. (2) Expenses required for the procedures provided for in Item (3), Paragraph 1.

#### Article 21 (Claim for a Compensation for Damage)

1. When the Traveler intends to receive Compensation for Damage, he/she must submit to the Company a claim form for Compensation for Damage prescribed by the Company and the documents mentioned in the following Items:

- (1) A document certifying the Accident issued by a police station or by an appropriate substitute third party.
- (2) A document certifying the degree of the damage to the Goods for Compensation.
- (3) Any other document requested by the Company.

2. If the Traveler has violated the provisions of the preceding Paragraph or has intentionally made a false representation in the document submitted, or forged or altered that document (the same applies if the Traveler has caused a third party to do such), the Company shall not pay any Compensation for Damage.

#### Article 22 (In Case of There Being an Insurance Policy)

If there is an insurance policy covering the damage referred to in Article 16, the Company may reduce the amount of the Compensation for Damage to be paid to the Traveler.

#### Article 23 (Subrogation)

If the Traveler has the right to claim damages against a third party for the damage for which the Company should pay a Compensation for Damage, such right to claim damages shall be transferred to the Company within the limits of the amount of the Compensation for Damage which the Company has already paid to the Traveler. 16

Schedule I (related to Item (1), Article 5)

Mountaineering (using such mountaineering equipment as ice axes, crampons, climbing ropes, hammers), lugging, bobsledding, skydiving, hang gliding, operating an ultralight power-driven machine (a motorized hang glider, a microlight plane, an ultralight plane, etc.), flying a gyroplane, and other similar dangerous sports.

Schedule II (related to Paragraphs 1, 3 and 4, Article 7)

1. Ophthalmic disorder

- (1) Loss of sight in both eyes: 100%
- (2) Loss of sight in one eye: 60%
- (3) Failure of corrected eyesight to be lower than 0.6 in one eye: 5%
- (4) Reduced field of vision (meaning a case where the field of vision has become 60% or less of the total normal range) in one eye: 5%

2. Aural disorder

- (1) Complete loss of hearing in both ears: 80%
- (2) Complete loss of hearing in one ear: 30%
- (3) Inability to hear a normal speaking voice at a distance of 50 cm or more in one ear: 5%

3. Nasal disorder Significant disorder in nasal functions: 20%

4. Disorder in chewing and speaking

- (1) Complete loss of chewing or speaking functions: 100%
- (2) Significant disorder remaining in chewing or speaking functions: 35%
- (3) Disorder remaining in chewing or speaking functions: 15%
- (4) Loss of five or more teeth: 5%

5. Ugliness of outward appearance (of face, head or neck)

- (1) Significant ugliness of outward appearance remaining: 15%
- (2) Ugliness of outward appearance (e.g. a scar with a diameter of approximately 2 cm on the face or a linear scar with a length of approximately 3 cm) remaining: 3%

6. Spinal disorder

- (1) Significant deformity or significant dyskinesia of the spine remaining: 40%



(2) Dyskinesia of the spine remaining: 30%

(3) Deformity of the spine remaining: 15%

7. Disorder in an arm (meaning the wrist joint and the upper part of an arm) or a leg (meaning the ankle and the upper part of a leg)

(1) Loss of an arm or a leg: 60%

(2) Complete loss of the functions of two or three joints of the three main joints in an arm or a leg: 50%

(3) Complete loss of the functions of a joint of the three main joints in an arm or a leg: 35%

(4) Disorder remaining in the functions of an arm or a leg: 5%

8. Disorder in a finger

(1) Loss of the phalangeal joint (interphalangeal joint) and the upper part of a thumb: 20%

(2) Significant disorder remaining in the functions of a thumb: 15%

(3) Loss of the second phalangeal joint (distal interphalangeal joint) and the upper part of a finger other than a thumb: 8%

(4) Significant disorder remaining in the functions of a finger other than a thumb: 5%

9. Disorder in a toe

(1) Loss of the toe joint (interdigital joint) and the upper part of a big toe: 10%

(2) Significant disorder remaining in the functions of a big toe: 8%

(3) Loss of the second toe joint (distal interdigital joint) of a toe other than a big toe : 5%

(4) Significant disorder remaining in the functions of a toe other than a big toe: 3%

10. Other cases of significant disorders making it impossible to look after oneself: 100%

Note: "Upper part" referred to in the provisions of Items 7, 8 and 9 means a part nearer to the heart than the joint concerned. 18

Schedule III (related to Paragraph 2, Article 8)

1. Failure of corrected eyesight to be 0.06 or less in both eyes.

2. Loss of chewing or speaking functions.

3. Loss of hearing in both ears.
4. Loss of the functions of wrist joints and all the upper joints in the upper limbs.
5. Loss of the functions of a lower limb.
6. Mobility of the body limited mainly to simple movements for living such as eating and washing face due to a disorder in the chest or the stomach.
7. Mobility of the body limited mainly to simple movements for living such as eating and washing face due to a neural or mental disorder.
8. Mobility of the body limited mainly to simple movements for living such as eating and washing face due to complications, etc., of a disorder in the above-mentioned parts.

Note: "Upper joints" referred to in the provisions of Item 4 means parts nearer to the heart than the joints concerned.

# STANDARD TERMS AND CONDITIONS OF TRAVEL AGREEMENTS

## Agency-Arranged Travel Agreement

### Chapter I General Provisions

#### Article 1 (Scope of Application)

1. An Arranged Travel Agreement which this company (hereinafter referred to as "the Company") concludes with the Traveler shall be subject to these General Terms and Conditions. Matters which are not provided for in these General Terms and Conditions shall be governed by the laws, ordinances, regulations and generally established practice.
2. If the Company has concluded a special agreement in writing not in violation of the law, ordinances and regulations and within the scope not unfavorable to the Traveler, that special agreement, notwithstanding the provisions of the preceding Paragraph, shall prevail over the provisions of these General Terms and Conditions.

#### Article 2 (Definitions of Terms)

1. An "Arranged Travel Agreement" as stated in these General Terms and Conditions means an agreement under which the Company, commissioned by the Traveler, undertakes to make arrangements so that the Traveler can receive services for transportation, accommodation, and other services for travel provided by transportation/accommodation facilities (hereinafter referred to as "Travel Services") by acting as a representative, as an intermediary, as an agent, etc., on behalf of the Traveler.
2. As stated in these General Terms and Conditions, "Domestic Travel" means travel only within Japan and "Overseas Travel" means travel other than Domestic Travel.
3. A "Travel Fee" as stated in these General Terms and Conditions means a charge which the Company pays to transportation/accommodation facilities, etc., such as a fare, accommodation charges, etc., and the prescribed travel business handling fee of the Company (excluding a fee for procedures for making a change as well as that for making a cancellation) in order for the Company to make arrangements for Travel Services.
4. A "Communications Agreement" as stated in this part means an Arranged Travel Agreement which the Company concludes with a card member of the credit card company affiliated with the Company (hereinafter referred to as the "Affiliated Company") in accordance with an application made by telephone, mail, facsimile, or any other means of communication with which the Traveler agrees in advance to settle any credit or debt of the Company in respect of the Traveler concerning the Travel Fee, etc., based on the Arranged Travel Agreement on or after the date on which such credit or debt should be

settled in accordance with the card membership rules of the Affiliated Company separately established, and with which the traveler pays the Travel Fee, etc., in accordance with the method provided for in Paragraph 2 or 5, Article 16.

5. An "Electronic Acceptance Notice" as stated in this part means a notice of acceptance with respect to an application for an agreement which is sent by, among various methods using information and communications technology, the method of transmission on the telecommunications line connecting the computer, facsimile machine, telex or telephone (hereinafter referred to as "Computer, Etc.") used by the Company and the Computer, Etc., used by the Traveler. 6. A "Card Use Day" as stated in these General Terms and Conditions means the day on which the Traveler or the Company should pay the Travel Fee, etc., or settle the refund debts in accordance with the Arranged Travel Agreement.

#### Article 3 (Completion of Obligations Concerning Arrangements)

When the Company has made arrangements for Travel Services with the good manager's duty of due care, the performance of the Company's obligations based on the Arranged Travel Agreement is deemed completed. Accordingly, even if the Company was unable to conclude an agreement with transportation/accommodation facilities, etc., for providing Travel Services due to a reason of being full, suspension of business, conditions being unsuitable, etc., the Traveler has to pay to the Company its prescribed travel business handling fee (hereinafter referred to as the "Handling Fee") if the Company has fulfilled its obligations. If a Communications Agreement has been concluded, the Card Use Day shall be the day on which the Company has notified the Traveler to the effect that the Company was unable to conclude an agreement with transportation/accommodation facilities, etc., for the provision of Travel Services.

#### Article 4 (Arrangements Agent)

In performing an Arranged Travel Agreement, the Company may have another travel agent, a person handling travel arrangements as a business or any other auxiliary in Japan or any other place outside Japan perform as an agent for all or part of the arrangements.

### **Chapter II Entry into Effect of Agreements**

#### Article 5 (Application for Agreement)

1. A Traveler who intends to conclude an Arranged Travel Agreement with the Company must enter the prescribed matters in an application form prescribed by the Company

and submit it to the Company together with the application fee, the amount of which shall be separately specified by the Company.

2. Notwithstanding the provisions of the preceding Paragraph, a Traveler who intends to conclude a Communications Agreement with the Company must notify the Company of his/her membership number and the contents of Travel Services which he/she intends to request.

3. The application fee referred to in Paragraph 1 will be treated as part of the Travel Fee, the cancellation fee or other money which the Traveler should pay to the Company.

#### Article 6 (Refusal to Conclude an Agreement)

The Company may not agree to conclude an Arranged Travel Agreement in any of the following cases:

(1) If the Company's business situation necessitates it.

(2) In case of intending to conclude a Communications Agreement, if the Traveler is unable to settle part or all of his/her liability concerning the Travel Fee, etc., in accordance with the card membership rules of the Affiliated Company due to the fact that his/her credit card is invalid, etc.

#### Article 7 (Time of Entry into Effect of an Agreement)

1. An Arranged Travel Agreement enters into effect when the Company has agreed to conclude it and has received the application fee referred to in Paragraph 1, Article 5.

2. Notwithstanding the provisions of the preceding Paragraph, a Communications Agreement enters into effect when the Company has sent a notice of accepting the application referred to in Paragraph 2, Article 5. However, in case of sending an Electronic Acceptance Notice under that agreement, such Agreement comes into effect when such notice has reached the Traveler.

#### Article 8 (Special Provisions for Entry into Effect of an Agreement)

1. Notwithstanding the provisions of Paragraph 1, Article 5, the Company may have an Arranged Travel Agreement come into effect only by accepting the conclusion of the Agreement without receiving the application fee under a special written agreement.

2. In a case referred to in the preceding Paragraph, the time of entering into effect of the Arranged Travel Agreement shall be made clear in the special agreement referred to in the preceding Paragraph. 5

Article 9 (Special Provisions for Train (Bus) Tickets, Accommodation Coupons, Etc.)

1. Notwithstanding the provisions of Paragraph 1, Article 5 and Paragraph 1 of the preceding Article, the Company may accept an oral application for an Arranged Travel Agreement intended only for arrangements for transportation or accommodation services under which a document is issued indicating the right to receive such Travel Services in return for the Travel Fee.
2. In the case referred to in the preceding Paragraph, an Arranged Travel Agreement is deemed to enter into effect when the Company has agreed to conclude such Agreement.

Article 10 (Agreement Document)

1. Promptly after an Arranged Travel Agreement has come into effect, the Company shall issue to the Traveler a document mentioning the itinerary, the contents of Travel Services, the Travel Fee, and other conditions for the travel, as well as matters concerning the Company's responsibility (hereinafter referred to as an "Agreement Document"). However, if the Company delivers train (bus) tickets, accommodation coupons, etc., and other documents indicating the right to receive Travel Services with respect to all the Travel Services for which it makes arrangements, it may not issue such Agreement Document.
2. If an Agreement Document referred to in the first sentence of the preceding Paragraph has been issued, the scope of the Travel Services for which the Company is obligated to make arrangements under the Arranged Travel Agreement is subject to what is mentioned in such Agreement Document.

Article 11 (Method of Using Information and Communications Technology)

1. With the prior agreement with the Traveler, if the Company, instead of issuing a document mentioning the itinerary, the contents of Travel Services, the Travel Fee and other conditions for the travel, as well as matters concerning the responsibility of the Company, to be issued to the Traveler when concluding an Arranged Travel Agreement, or an Agreement Document, has provided the matters which should be mentioned in such document (hereinafter referred to in this Article as "Matters To Be Mentioned") by a method using information and communications technology, it will confirm that the Matters To Be Mentioned have been recorded in a file kept in the communications equipment used by the Traveler.
2. In the case of the preceding Paragraph, if a file to record the Matters To Be Mentioned is not kept in the communications equipment used by the Traveler, the Matters To Be Mentioned will be recorded in the file kept in the communications equipment used by

the Company (which must be made available only to the Traveler concerned) and it will be confirmed that the Traveler has read them. 6

### **Chapter III Change and Cancellation of Agreements**

#### Article 12 (Change in Agreement Contents)

1. The Traveler may request the Company to change the itinerary, the contents of Travel Services and other contents of the Arranged Travel Agreement. In this case, the Company will comply with the Traveler's request to the reasonably practical extent.
2. If a change is to be made in the contents of the Arranged Travel Agreement at the request of the Traveler referred to in the preceding Paragraph, the Traveler must bear a cancellation fee, a penalty to be paid to transportation/accommodation facilities, etc., when canceling the arrangements already completed, as well as any other cost required for the change in the arrangements, and pay to the Company a fee for procedures for making a change prescribed by the Company. Any increase or reduction in the Travel Fee resulting from the change in the contents of the Arranged Travel Agreement concerned shall be attributed to the Traveler.

#### Article 13 (Voluntary Cancellation by the Traveler)

1. The Traveler may cancel the Arranged Travel Agreement in whole or in part at any time.
2. If the Arranged Travel Agreement has been canceled in accordance with the provisions of the preceding Paragraph, the Traveler must, in addition to bearing the cost which has already been paid, or which must be paid in the future, to transportation/accommodation facilities, etc., as a consideration for the Travel Services already received by the Traveler, or as the cancellation fee, the penalty, etc., for the Travel Services not yet received, pay to the Company the fee for procedures for making a cancellation prescribed by the Company and the Handling Charge which the Company would have received.

#### Article 14 (Cancellation Due to a Cause Attributable to the Traveler)

1. The Company may cancel the Arranged Travel Agreement in any of the following cases:
  - (1) If the Traveler has not paid the Travel Fee by the prescribed date;
  - (2) If the Traveler has become unable to settle the debt in connection with the Travel Fee, etc., in whole or in part in accordance with the card membership rules of the Affiliated Company, for such a reason as the Traveler's credit card becoming invalid after a Communications Agreement has been concluded. 7

2. If the Arranged Travel Agreement has been canceled in accordance with the provisions of the preceding Paragraph, the Traveler must, in addition to bearing the cost which has already been paid, or which must be paid in the future, to transportation/accommodation facilities, etc., as the cancellation fee, the penalty, etc., for the Travel Services not yet received, pay to the Company the fee for procedures for making a cancellation prescribed by the Company and the Handling Charge which the Company would have received.

#### Article 15 (Cancellation Due To a Cause Attributable to the Company)

1. The Traveler may cancel the Arranged Travel Agreement if it has become impossible to make arrangements for Travel Services due to causes attributable to the Company.
2. If the Arranged Travel Agreement has been canceled in accordance with the provisions of the preceding Paragraph, the Company shall refund the Traveler the Travel Fee already received, excluding the cost which has already been paid, or which must be paid in the future, for transportation/accommodation facilities, etc., as a consideration for the Travel Services already received by the Traveler.
3. The provisions in the preceding Paragraph do not prevent the Traveler from making a claim against the Company for damages.

### **Chapter IV. Travel Fee**

#### Article 16 (Travel Fee)

1. The Traveler must pay the Travel Fee to the Company by the time, prior to the commencement of the tour, fixed by the Company.
2. If a Communications Agreement has been concluded, the Company will receive payment of the Travel Fee by means of the card of the Affiliated Company without the Traveler's signature on a prescribed payment slip. In this case, the day on which the Company has notified the Traveler of the finalized contents of Travel Services shall be considered to be the Card Use Day.
3. If fluctuation in the Travel Fee has arisen prior to the commencement of the tour due to a revision of a fare/charge of the transportation/accommodation facilities, etc., exchange rate fluctuations or any other cause, the Company may change the Travel Fee concerned. 8
4. In the case referred to in the preceding Paragraph, the increase or reduction in the Travel Fee shall be attributed to the Traveler.
5. Where a Communications Agreement has been concluded with the Traveler, if there has arisen any cost, etc., to be borne by the Traveler in accordance with the provisions of Chapter III or IV, the Company will receive payment of such cost, etc., by means of the



card of the Affiliated Company without the Traveler's signature on a prescribed payment slip. In this case, the day on which the Company has notified the Traveler of the amount of the cost, etc., to be paid by the Traveler to the Company or of the amount to be refunded by the Company to the Traveler shall be considered to be the Card Use Day. However, if the Company has canceled the Arranged Travel Agreement in accordance with the provisions of Item (2), Paragraph 1, Article 14, the Traveler must pay the cost, etc., to be paid by the Traveler to the Company by the date fixed by the Company by the method of payment specified by the Company.

#### Article 17 (Adjustment of the Travel Fee)

1. If the Handling Charge and the amount of cost paid by the Company to the transportation/accommodation facilities, etc., to make arrangements for Travel Services which should be borne by the Traveler (hereinafter referred to as the "Adjustment Travel Fee"), on one hand, and the amount already received as the Travel Fee, on the other, are not in agreement, the Company shall promptly adjust the Travel Fee after the completion of the travel in accordance with the provisions of Paragraphs 2 and 3.

2. If the Adjustment Travel Fee exceeds the amount already received as the Travel Fee, the Traveler must pay the difference to the Company. 3. If the Adjustment Travel Fee is less than the amount already received as the Travel Fee, the Company shall refund the difference to the Traveler.

### **Chapter V Party/Group Agreement**

#### Article 18 (Party/Group Arrangements)

With respect to the conclusion of an Arranged Travel Agreement for which more than one Traveler traveling together, following the same itinerary at the same time, have applied after designating their responsible representative (hereinafter referred to as the "Person Responsible for Agreement"), the Company applies the provisions of this Chapter. 9

#### Article 19 (Person Responsible for Agreement)

1. Except when a special agreement has been concluded, it shall be deemed that the Person Responsible for Agreement has all power of agency concerning the conclusion of an Arranged Travel Agreement for the Travelers constituting the party/group concerned (hereinafter referred to as the "Member(s)"), and the Company will conduct the transactions concerning the travel business in connection with the said party/group, as well as the business referred to in Paragraph 1, Article 22, with the said Person

Responsible for Agreement.

2. The Person Responsible for Agreement must submit to the Company a list of the Members or notify the Company of the number of the Members by the date fixed by the Company.
3. The Company bears no responsibility for any debt or obligation to a Member which the Person Responsible for Agreement currently has or is expected to have in the future.
4. If the Person Responsible for Agreement does not accompany the party/group, the Company deems that the Member who has been assigned by the Person Responsible for Agreement in advance as the Person Responsible for Agreement after the commencement of the travel.

#### Article 20 (Special Provisions for Entry into Effect of Agreements)

1. Notwithstanding the provisions of Paragraph 1, Article 5, in case an Arranged Travel Agreement is to be concluded with the Person Responsible for Agreement, the Company may agree to conclude an Arranged Travel Agreement without receiving the application fee.
2. If an Arranged Travel Agreement is to be concluded without receiving the application fee in accordance with the provisions of the preceding Paragraph, the Company shall issue to the Person Responsible for Agreement a document containing an entry to that effect, and the Arranged Travel Agreement shall enter into effect at the time when the Company has issued the said document.

#### Article 21 (Change in the Members of the Party/Group)

1. If a change in the Members of the party/group has been brought up by the Person Responsible for Agreement, the Company will comply with it to the reasonably practical extent.
2. The increase or reduction in the Travel Fee resulting from the change referred to in the preceding Paragraph or the cost involved in such change shall be attributed to the Members of the party/group.

#### Article 22 (Tour Conducting Services)

1. At the request of the Person Responsible for Agreement, the Company may provide tour conducting services by having a tour conductor accompany the party/group concerned. 10
2. In principle, the contents of tour conducting services performed by the tour conductor will consist of work necessary for securing the Party/Group activities from the viewpoint

of following the itinerary fixed in advance.

3. In principle, the period of time during which the tour conductor provides tour conducting services is from 8:00 to 20:00.

4. When the Company has provided tour conducting services, the Person Responsible for Agreement must pay to the Company the prescribed fee for the tour conducting services.

## **Chapter VI Responsibility**

### **Article 23 (Responsibility of the Company)**

1. In performing an Arranged Travel Agreement, if the Company or the person whom the Company has had act as an agent in making arrangements in accordance with the provisions of Article 4 (hereinafter referred to as the "Arrangements Agent") has caused damage to a Traveler intentionally or by negligence, the Company shall be responsible for compensating for the damage, provided that the Company is notified within 2 years of the day following the date of occurrence of such damage.

2. If a Traveler has incurred damage due to a natural disaster, a war, a riot, suspension of the provision of Travel Services by transportation/accommodation facilities, etc., an order of a government or other public offices, or any other cause in which the Company or the Arrangements Agent of the Company is unable to intervene, the Company shall not be responsible for compensating for the damage except in the case referred to in the preceding Paragraph.

3. Notwithstanding the provisions of Paragraph 1, for the damage caused to baggage referred to in the same Paragraph, the Company shall compensate within the limits of JPY150,000 per Traveler (except in a case where the damage was due to intention or gross negligence on the part of the Company), provided that the Company has been notified of the damage within 14 days in case of Domestic Travel, or within 21 days in case of Overseas Travel, of the day following the date of occurrence of such damage.

### **Article 24 (Responsibility of the Traveler)**

1. If the Company incurred any damage caused by a Traveler intentionally or by negligence, the Traveler must compensate for the damage.

2. In concluding an Arranged Travel Agreement, the Traveler should endeavor to understand his/her rights and obligations and other contents of such Agreement, making good use of the information provided by the Company.

3. In order to smoothly receive the Travel Services mentioned in the Agreement Document after the commencement of the travel, should a Traveler have realized that Travel Services different from those mentioned in the Agreement Document have been

provided, he/she must promptly notify the Company, the Arrangements Agent of the Company, or the provider of the Travel Services concerned to that effect at the place of travel.

## **Chapter VII**

### **Compensation Security Bonds (For the Company being a Security Member of an Association of Travel Agents)**

#### Article 25 (Compensation Security Bonds)

1. The Company is a Security Member of Japan Association of Travel Agents, a corporate juridical person (3-3, Kasumigaseki 3-chome, Chiyoda Ward, Tokyo).
2. A Traveler or a Member who has concluded an Agent-Organized Travel Agreement with the Company is entitled to receive compensation from the Compensation Security Bonds deposited by Japan Association of Travel Agents, referred to in the preceding Paragraph in connection with a claim arising from the said transaction up to JPY9.2 Million.
3. Since the Company has deposited its Due Portion of the Compensation Security Bonds with Japan Association of Travel Agents in accordance with the provisions of Paragraph 1, Article 22-10 of the Travel Agency Law, it has not deposited the Business Guarantee Bonds in accordance with Paragraph 1, Article 7 of the said law.

## **Departure Procedure Agency Contract Division**

### Article 1 (Scope of application)

The travel agency agreement to be concluded with the traveler according to the provisions of this agreement. This matter is not stipulated in the agreement and will depend on laws or regulations commonly established.

2 In cases where the Company has not violated laws and regulations and has made a special contract in writing to the extent that it is not disadvantageous to the traveler, Regardless of the provision, special rider takes precedence.

### Article 2 (Traveler who signs travel agency contract agreement)

A traveler with whom the Company enters an agreement for traveling proceedings signs, a contract with the Company for recruitment planning travel contracts, contracted travel plan contracts, Or recruitment planning trip traveler who has concluded a arranged travel agreement or another travel agent contracted by the company is the traveler who concluded a contract on behalf of our company.

### Article 3 (Definition of travel agency contract agreement)

In this agreement, "Travel agency contract agreement" means the travel service handling fee (hereinafter referred to as "traveling procedure proxy fee") on behalf of the traveler is engaged in the following business referred to as "agency service" and the contract is undertaken as the following.

Procedures concerning acquisition of passport, visa, re-entry permit and various certificates;

(Ii) Preparation of immigration procedure documents

(Iii) Other business related to the preceding items

### Article 4 (Formation of contract)

A traveler who intends to conclude a travel agency agreement contract with the Company fills in the prescribed matter in the application form prescribed by the Company above and it is needed to be submitted to the Company.

2 The travel agency agreement contract shall be established when the Company accepts the conclusion of the contract and accepts the application form set forth in the preceding paragraph.

3. Notwithstanding the provisions of the preceding two paragraphs, the Company shall not be required to submit an application form by telephone, mail, facsimile. We may accept applications for travel agency contract by other means of communication. In this case, procedure substitution agreement shall be concluded when the Company accepts the conclusion of the contract.

4. We may not respond to the signing of a travel agency agreement contract if there is a business convenience.

5. As soon as the traveling procedure agency contract is concluded, the Company shall promptly inform the traveler of the fee charged by the travel agency contract. The contents of the line work (hereinafter referred to as "contract work"), the amount of the travel fee surrogate fee, the method of accepting it, and our company's responsibility will be issued as a document stating other necessary matters.

6. In the event that the Company uses the information communication technology instead of the delivery of the document set forth in the preceding paragraph with prior consent of the traveler, providing matters to be stated in said document (hereinafter referred to as "written matter" in this Article) are by law, and it is to be confirmed that the entries are recorded in the file of the communication equipment used by the traveler.

7. In the case a file for recording the items to be described is provided in the communication equipment, the traveler is used to be pertained. When it is not, the file provided in the communication equipment used by the Company (exclusively for the purpose of the traveler limited) is to be confirmed that the traveler has browsed the matters listed.

#### Article 5 (Confidentiality)

The Company will not disclose any information that we have conducted throughout the work to others in any circumstances.

#### Article 6 (Obligation of traveler)

The traveler must pay the traveling procedure fee by the deadline stipulated by the Company.

2. Travelers are necessary to submit the consignment work (hereinafter referred to as "travel documentation documents") by the date specified by the Company, documents, materials and other materials to the Company.

3. In conducting the consignment business, the Company is necessary to pay a commission or other fees to the government officials in Japan, foreign diplomatic establishments in Japan and other persons (hereinafter referred to as "visa fee etc."),

and the traveler must be paid to the Company by the deadline stipulated by the company for the visa fee.

4 In conducting the consignment business, when postage, transportation and other expenses have arisen, travelers will be determined by the Company by the due date.

#### Article 7 (Release of contract)

A traveler may terminate all or part of the travel agency contract agreement at any time.

2. The Company may cancel the traveling procedure agency contract in the following cases:

(I) When a traveler does not submit travel documentation documents by the prescribed deadline.

(Ii) When the Company acknowledges that there are inadequacies in travel documentation documents and the like submitted by travelers.

(Iii) When a traveler does not pay the travel fee surrogate fee, visa fee, or the expenses set forth in paragraph 4 of the preceding article by a predetermined deadline.

(Iv) In the case of taking over the substitutional work under Article 3, item (i), the traveler may without regard to the reasons attributable to the Company. It is extremely risky that we can not acquire a passport, a visa or a re-entry permit (hereinafter referred to as "passport etc.")

3. When the travel agency contract agreement is canceled under the provisions of the preceding two paragraphs, the traveler shall pay the visa fee. In addition to paying the expenses set forth in paragraph 4 of the preceding article, we will also pay the Company the travel fee surrogate fee.

#### Article 8 (Our company's responsibility)

In conducting the travel agency contract agreement, the Company damages the traveler by intention or negligence. Sometimes it will be assumed as the responsibility to compensate for the damage. However, when the damage occurrence is within six months from the notice, the Company will not be providing any fee.

2. The Company has agreed that the fact that travelers can actually acquire passports when they enter and leave the countries concerned even if it does not guarantee that it will be permitted. Therefore, regardless of reasons attributable to our company, even if a person could not acquire a passport or the permission to enter or leave a country, it is not the Company's responsibility.

## **Travel consultation contract department**

### Article 1 (Scope of application)

The travel consultation agreement that the Company signs with travelers depends on the provisions of this agreement. Regarding the matters not stipulated by the law, it will be depended on laws and ordinances established in general.

2. In cases where the Company has not violated laws and regulations and made a special contract in writing to the extent that it will not be disadvantageous to travelers, the special rider takes precedence regardless of the provision.

### Article 2 (Definition of travel consultation contract)

"Travel consultation agreement" in this agreement means that the Company considers travel service handling fees for consultation (hereinafter referred to as "consultation fee"). Contract to undertake the following businesses by entrusting the traveler with the intention to accept is :

1. Advice necessary for a traveler for a travel plan.
2. Preparing business plans.
3. Estimate of expenses required for the trip.
4. Providing information on travel destinations and transportation/accommodation agencies.
5. Other advice and information necessary for traveling.

### Article 3 (Formation of contract)

A traveler who intends to conclude a travel consultation contract with the Company must submit an application form that filled in the prescribed matters to the Company.

2 The travel consultation agreement shall be concluded when the Company and the application form set forth in the preceding paragraph is to be accepted as the conclusion of the contract.

3. Notwithstanding the provisions of the preceding two paragraphs, the Company shall not be required to submit an application form by telephone, mail, facsimile. We may accept applications for travel consultation contract by other communication means. The contract shall be concluded when the Company accepts the conclusion of the contract.

4. When we are convenient in business or the content of consultation by traveler is contrary to public order and morals, it is not possible to respond to the conclusion of a travel consultation agreement



#### Article 4 (Consultation fee)

When the Company has carried out the work set forth in Article 2, the traveler may request the Company to pay the consultation fee by the date specified by the Company,

#### Article 5 (Our company's responsibility)

When the Company damages a traveler by willful or negligence in carrying out the travel consultation contract, the traveler is responsible for compensating for the damages.

However, this is only when the damage is reported within six months from the occurrence.

2 The Company can actually arrange transportation/accommodation agencies described in the plan of travel prepared by the Company. However, it is not guaranteed, when it is the transportations and accommodation agencies are being packed. It does not guarantee and the Company is not responsible for this matter.