

General Terms and Conditions
(Payment Card Industry On-site Audit)

Article 1 (General Provisions)

1. These Terms and Conditions (“T&C”) set forth the terms and conditions for conducting on-site audits by International Certificate authority of Management System Co., Ltd. (“Company”) on an entity (“Client”) that has information systems handling the information on credit cards (“Payment Card Information System”) which complies with the requirements for Payment Card Industry (“PCI”) security standards established by PCI Security Standard Council (“PCI SSC”). For the avoidance of doubt, the contract to be concluded between the Company and the Client in accordance with these T&C shall be referred to as the Service Agreement hereinafter.
2. These T&C applies to all relationships and actions arise between the Company and the Client in relation to on-site audits.
3. Any terms used herein have the meaning used in security standards established by PCI SSC, unless otherwise stipulated in these T&C.
4. The Company and the Client agree and consent to perform its obligations under these T&C in good faith.
5. The Company may update these T&C. In such a case, the change in providing conditions (including fees and others) due to the update of the T&C automatically applies to all Service Agreement at the same time as updating these T&C, unless specifically stated otherwise. These T&C may be updated without notice, and the Client agrees that updated T&C on the Company’s website(https://www.icms.co.jp/pci_datasecurity_EN.pdf) will apply to the Client as the latest version.

Article 2 (Audit)

1. The Client shall inform the Company of any items corresponding to the confidential matter of the Client, any office and working areas that are considered off-limits in advance.
2. In conducting an on-site audit by the Company, the Client shall perform the matters specified in each of the following items. If the Company finds that the Client does not comply with the matters specified in each of the following items after the commencement of the on-site audit, the Company may, at its discretion, suspend such on-site audit:
 - (1) The Client shall disclose all records and documents related to the on-site audit to the

Company;

- (2) The Client shall allow the personnel of the Company and the person specified by the Company to enter the office and working areas of the Client and to carry out interview to the people concerned. Also, the Client shall give special consideration to ensure that such entry and interview will be carried out smoothly.
 - (3) The Client shall follow the requirements for security standards and auditing standards established by PCI to record all complaints and corrective actions, and disclose such record upon the request of the Company.
 - (4) The Client shall select a responsible person and notify the Company of such responsible person.
3. The Client shall provide the Company with the logs as audit trail to prove that sampling inspection was performed in the course of the on-site audit. However, if the Client is unable to provide the Company with such logs due to the limitation on information security of the Client, the Client shall safekeep such logs for three (3) years after the completion date of the on-site audit.
4. The Company submits the report on the compliance of the PCI's security standards, which includes the audited Payment Card Information System and office location ("Audit Report") to the Client after conducting the on-site audit. Also, the Company issues a certificate of audit as an evidence that the Company has conducted the on-site audit.
5. The Client shall ensure that the target auditing division (regardless of capital relationship) performs the same obligations as those imposed on the Client under the Service Agreement. In addition, the Client is solely responsible for all actions taken by such target auditing division.
6. After the Company provides a certificate of audit, the Client agrees to accept regular on-site audits in accordance with the audit cycle determined by the Company or requested by certification bodies specified by the Company such as PCI SSC or others.
7. If any part of the Client's Payment Card Information System no longer meets the requirements for PCI's security standards and auditing standards from the previous on-site audit, the Client shall, at any point, promptly notify thereof the Company in writing. The Company may regularly visit the office of the Client to ensure that the Client's Payment Card Information System continues to be valid for the requirements for PCI's security standards and auditing standards.
8. To determine the effectiveness of the PCI's security standards, the Company may conduct one

or more short-notice audits in the following cases. In such a case, the Client shall submit the Company the trail or like that is necessary for the Company to determine the effectiveness of the PCI's security standards:

- (1) a case where there is a doubt about the effectiveness of PCI's security standards for the Payment Card Information System which underwent periodic audits;
- (2) a case where the Company receives complains;
- (3) a case where there is threatened significant nonconformance of the Payment Card Information System with PCI's security standards;
- (4) a case where any advertisement or promotion is made differently from the requirements for certificate of audit; or
- (5) other cases that any information which may be threatening to the validity of certification is confirmed.

9. The Client shall inform the Company of all important matters as listed below in relation to the audited Payment Card Information System:

- (1) Change of legal or commercial status/position or ownership of Payment Card Information System;
- (2) Change in organizations and management (i.e. key management, decision-making, or personnel involved in specialized works);
- (3) Change in the scope of audited Payment Card Information System;
- (4) Material changes of the Payment Card Information System and business process; and
- (5) The occurrence of significant security incidents in the scope of audit.

10. The Client shall promptly notify in writing the Company of change in the scope of target Payment Card Information System for audit associated with changes in business, transfer of such system and/or relocation of the Client's office. The Company shall conduct an on-site audit on the compatibility of such changed parts upon receipt of such notice from the Client.

11. The Company will notify the Client of any change in the requirements for PCI's security standards and auditing standards. The Client shall accept to receive an on-site audit to adopt new requirements and auditing standards in the period determined for each standard.

12. If a part of the Client's Payment Card Information System does not conform with requirements and/or auditing standards and such nonconformance persist, or if there is a major nonconformance of a part of the Client's Payment Card Information System with requirements

and/or auditing standards, and that the Company cannot confirm the correction of such nonconformance within the designated period, the Company may refuse to submit the audit report, collect the audit report, or cancel or revoke the certificate of audit.

13. If the Company receives a request from a certification body (including PCI SSC or others), the Client is subjected to the obligation to receive an on-site audit by auditing team from such certification body.
14. The Company may seek the Client for the approval of participation of an auditor in training in on-site audits to be conducted to the Client. The Client shall accept such auditor for the participation in on-site audits unless the Client has clear reason for not to accept such auditor.
15. If the Client allows its employee (including its temporary employees or employees of its subcontractors) to participate in on-site audits, such Client shall have overall responsibility for the confidentiality obligations assumed by such employee.
16. The Company may, prior to conducting the on-site audit, conduct preliminary investigations on the businesses using the Payment Card Information System subjected to the on-site audit.
17. The Client shall pay the fee listed below in audit cycles for conducting on-site audits by the Company and displaying certification mark, provided, however, if a separate contract between the Company and the Client ("Individual Contract") stipulates other fees/expenses and its payment method than those stipulated in these T&C, the Client shall make payment of such other fees/expenses in accordance with the Individual Contract.
 - (1) Fee for preliminary investigation
 - (2) Basic fee (Fee for administrative procedures)
 - (3) Fee for on-site audit (including the preparation of a document about audit plan)
 - (4) Fee for follow-up audits
 - (5) Fee for the preparation and reviewing audit report
 - (6) Audit fee to be incurred due to the change in the scope of audit (including change and addition of target location for audit)
 - (7) Fee for short-notice audits
 - (8) Fee for the issuance of certificate of audit
 - (9) Expenses for travel to and from the site and accommodation
18. The Client acknowledges that methods of sampling will be used for on-site audits and the nonconformance may exist for some items which were not subjected to audit sampling.

Article 3 (Certification mark, Audit report, and Certificate of Audit)

1. In order to maintain the credibility of the Company's certificate of audit, the Client agrees to and comply with the terms of use regarding the certification mark prescribed by the Company in order to use the certification mark in documents including flyers ("Advertisement Document", regardless of media such as electronic data or paper form, regardless of whether such documents are used internally or externally).
2. The Client shall not itself and cause any third party to use, express, and cite any certification mark and certification of audit which may cause misleading to others .
3. The Company may, at any time, refuse to submit or collect audit report, or cancel or revoke the certification of audit in a case that falls under any of the following items:
 - (1) a case where the Client breaches the Service Agreement;
 - (2) a case where it is determined that the Client's Payment Card Information System does not meet the requirements for PCI's security standards and/or auditing standards;
 - (3) a case where the Company confirms the false explanation was given in the course of audits which causes significant impact on audit; and
 - (4) a case where the credibility of PCI's security standards system is likely to be significantly impaired (including, violation of laws and regulations or others).
4. When the Client receives the cancellation of a certificate of audit or receives the notification on the revocation of a certificate of audit by the Company, the Client shall immediately cease or discontinue the posting of all items related to such certificate of audit, including certification mark used in the Advertisement Document.
5. If the Company confirms the fact and/or doubtful points (including security incidents related to credit card information or others) which may threaten the validity of certificate of audit by a report from the Client, news report, or others, the Company may temporarily cease the posting of items related to certification including certificate of audit used by the Client.
6. Any and all intellectual property rights including ownership and copyrights pertaining to certification mark, audit report, and certificate of audit shall belong to the Company, and the Client agrees thereto.
7. Except for the rights expressly granted to the Client pursuant to these T&C, the Company will not assign or grant any license to use any and all intellectual property rights including ownership and

copyrights pertaining to certification mark, audit report, and certificate of audit to the Client.

8. Notwithstanding the provision of the paragraph 6 of this article, license to use certification mark, audit report, and certificate of audit shall be granted to the Client upon the Client's compliance with the items to note contained therein. However, any intellectual property rights including ownership and copyright thereof shall not be transferred to the Client.

Article 4 (Confidentiality)

1. The Client and the Company shall not disclose or divulge any property and confidential information on the other party's techniques, sales, and businesses obtained through the Service Agreement and any personal information contained therein ("Confidential Information") to any third party.
2. Notwithstanding the provision of the preceding paragraph, the Confidential Information does not include the information that fall under any of the following items.
 - (1) information that is already lawfully acquired by the receiving party at the time of disclosure;
 - (2) information that is already known to the public at the time of disclosure;
 - (3) information that becomes publicly known after the disclosure without any fault or negligence of the receiving party;
 - (4) information that has been independently developed or created by the receiving party without relying on the Confidential Information; or
 - (5) information that has been obtained by the receiving party from third party as to which information the receiving party owes no confidentiality obligation.
3. Any trail used for making audit judgment shall be retained by the Company for three (3) years after the audit under the contract with PCI SSC.
4. Notwithstanding the provision of paragraph 1 of this article, the Company may disclose the Confidential Information if requested to disclose the Confidential Information by laws and regulations, provided, however, that the Company shall notify thereof to the Client, unless otherwise stipulated by the laws and regulations.
5. Notwithstanding the provisions of paragraph 1 of this article, the Company may disclose the Confidential Information if requested to disclose the Confidential Information under the contact with the PCI SSC. Also, if the Client is requested to submit audit trail, the Client shall submit the

audit trail to the Company.

6. The confidential obligations under this article shall remain in force for three (3) years after the termination or cancellation of the Service Agreement.

Article 5 (Termination by the Company)

1. In the event that the Client breaches these T&C, the Company may immediately terminate the Service Agreement.
2. The Company may terminate the Service Agreement without serving a prior notice to the Client if the Client falls under any of the following item:
 - (1) if a petition for proceeding of bankruptcy, corporate reorganization, civil rehabilitation, or special liquidation is filed.
 - (2) if there has been provisional seizure, provisional disposition, seizure, or auction has been alleged against the property of the Client has received a compulsory disposition for failure to pay taxes or public dues.
 - (3) in the event that the Client becomes subjected to the suspension of payment, a draft or check drawn or accepted by the other party is dishonored, or the Client receives a disposition to suspend a transaction, or the creditworthiness has extremely deteriorated.
3. Upon the termination of the Service Agreement, the certificate of audit received by the Client shall immediately become invalid, and the Client shall discontinue the posting of all items related to the certificate of audit including certification mark used in the Advertisement Document and return original copy of signed audit report and certification of audit, and copy thereof to the Company within thirty (30) days after the termination of the Service Agreement. Also, the Client shall, upon request of the Company, submit the Company a written confirmation stating that all items have been removed.

Article 6 (Scope of Damage)

1. In a case where the Client becomes liable for damage arising from the audit conducted by the Company (including, but not limited to, damages caused by loss or damage of the information, and damages arising from the use of information that the Client has obtained from audit report), the Company assumes no liability for compensation for such damage for whatever reason.
2. The liability for the damage arising from the Company's failure to perform its obligations shall be

limited to the amount paid by the Client to the Company for six (6) months before the date of occurrence of event caused such damage and within actual and direct damage incurred by the Client (excluding loss of profit and extraordinary profit).

3.If the Client's use of certification mark, audit report, or certificate of audit causes damage to third parties, the Client shall, at its own responsibility, resolve such damage, and the Company assumes no liability for such damage.

Article 7 (Elimination of Anti-Social Forces)

1.The Company and the Client warrant and covenant to the other party that itself, and its officers, employee, contractor, and subcontractor ("Relevant Parties") do not fall under the category of an organized crime group, a member of an organized crime group, a person for whom five (5) years have not yet passed since leaving an organized crime group, a quasi-member of an organized crime group, a related company of an organized crime group, a corporate racketeer, a group engaging in criminal activities under the pretext of conducting social campaigns, crime groups specialized in intellectual crimes, or a person equivalent thereof (collectively, "Organized Crime Group Member"), and do not and will not have any of the followings:

- (1) any relationship whereby the management of either party is deemed to be controlled by the Organized Crime Group Member;
- (2) any relationship whereby the Organized Crime Group Member is deemed to be substantially involved in the management of either party;
- (3) any relationship whereby either party is deemed to be using the Organized Crime Group Member wrongfully to gain illegal profit itself or a third party or cause any damages to any third party;
- (4) any relationship whereby either party is deemed to be knowingly involved with the Organized Crime Group Member by providing funds or favors to it;
- (5) any officer or other person substantially involved in the management is in a relationship deemed socially reprehensible with any Organized Crime Group Member.

2. The Company and the Client covenant and guarantee to the other party that it does not or cause its officer, employee, or the third party to engage in any one of the following acts:

- (1) violent demands;
- (2) unreasonable demands exceeding legal responsibilities;

- (3) acts of using of intimidating words or violation in relation to a transaction;
 - (4) spreading of rumors, use of fraudulent means, or use of force to harm the reputation of other party or the other party's business; or
 - (5) any other acts equivalent to the preceding each item.
3. The Company and the Client may terminate the Service Agreement if the other party, or the other party's officer, employee, or its Relevant Parties falls under the category of the Organized Crime Group Member or any of the item of paragraph 1 of this article, engages in the act fall under any of the item of the preceding paragraph or this article, is found that it has made false declaration of warrants and convenient under the provision of paragraph 1 of this article, or is deemed to be inappropriate to continuously carry out the transaction. In such a case, the other party acknowledges that it may not file any objection to such termination.
4. The Company and the Client acknowledge that they will not claim against the other party for any compensation for damage incurred by itself as a result of the termination of the Service Agreement pursuant to the provision of the preceding paragraph, and shall be liable for damage incurred by the other party as a result of the termination of the Service Agreement pursuant to the provision of the preceding paragraph.

Article 8 (Conclusion of a Contract)

1. The Service Agreement is deemed to have been concluded on the day when the Company accepts the application for the on-site audit from the Client in the application form prescribed by the Company.
2. If the Client, or its officer, employee, or its Relevant Parties falls under the category of an organized crime group, the Organized Crime Group Member, or any of the following items in paragraph 1 or 2 of article 7, such Client is ineligible for the application for on-site audits.
3. The Company may immediately terminate the Service Agreement, in a case where such Client is determined to be ineligible for the application for the on-site audit after concluding the Service Agreement (including a case where such Client loses the eligibility for the application for on-site audits after concluding the Service Agreement).
4. The Company may not accept the application for the on-site audit from the Client. In such a case, the Company notifies thereof to such Client.
5. These T&C also apply to a case where the Client applies for on-site audits through means other

than the application form specified by the Company (e.g., e-mail), and the Company accepts such application.

6. If the Client terminates the Service Agreement at its convenience after concluding the Service Agreement, such Client shall pay the Company (i) the Basic Fee specified by the Company if the Service Agreement is terminated prior to the on-site audits, or (ii) the Basic Fee and the full amount of audit costs if the Service Agreement is terminated during an on-site audit or after the on-site audit, as termination fee for the Service Agreement.

Article 9 (Payment Methods of Fee)

The Client shall pay the Company the fee prescribed in paragraph 16 of article 2 by bank transfer to the bank account specified by the Company by the payment due date as stated on the invoice (the bank transfer fee shall be borne by the Client). In no event, fee paid by the Client to the Company shall be refunded. In the event of dispute between the Client and financial institution, such dispute shall be resolved between the Client and such financial institution, and the Company shall not be responsible for the resolution of such dispute.

Article 10 (Additional Fees and Delayed Damage)

If the Client illegally evades the payment of fee, such Client shall pay the amount equivalent to the double of such fee as additional fee in a manner specified by the Company by the payment due date specified by the Company. If the Client still does not pay the fee and other amounts due (excluding default interest) after the payment due date, such Client shall pay the delay damage at the rate of six percent (6%) per annum (pro-rata calculation based on three hundred and sixty-five days (365) days in one (1) year) in a manner specified by the Company.

Article 11 (Value-Added Tax)

In a case where the Client pays the Company the fee for on-site audits, such Client shall also pay the Company the amount equivalent to value-added tax and local consumption tax when paying such fee to the Company if such taxes are imposed on such fees by applicable Revenue Code and the provisions of laws regulations related to the said Code.

Article 12 (Subcontracting)

The Company may subcontract all or a part of auditing to a third party as deemed necessary by the Company.

Article 13 (Governing Law and Jurisdiction)

This Agreement is governed and construed in accordance with the laws of Japan, without regard to its conflict of law rules. All disputes, controversies or differences arising out of or in connection with this contract shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The place of the arbitration shall be Tokyo, Japan.

Supplementary Provision

These T&C become effective on August 21st, 2024 and applies to services thereafter

(Established: August 21, 2024)

International Certificate authority of Management System Co.,Ltd.

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