

# Standard Form Travel Agent Contract

(General Terms and Conditions)

Subscription Type Package Tour Contract Section

Yama Oto Umi, Ltd.

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Tokyo 151-0051, Japan

Licence No. TYO3-6359

## 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 Subscription Type Package Tour (hereinafter referred to as the "Package Tour") to be concluded with the Traveler, shall be based on this Contract under the following terms and conditions. In the case that any matter not stipulated in this Contract arises, ordinance or generally established practice shall be applied.

01.02. In cases where we conclude a Special Contract with the Traveler in writing, neither in violation of the relevant law, nor harming the interests of the Traveler, such a Special Contract shall be given priority, notwithstanding the provision of the preceding Paragraph 01.01.

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### Article 2 - Definition of Terminology

02.01. The " Package Tour" shall mean, in this Contract, such Tours as those for which we prepare beforehand, travel plans including itineraries, destinations, forms of

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

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

02.03. In this Section, the "Communication Contract" shall refer to the Package Tour Contract, concluded for our Package Tour with the card member of our Company, or the credit card company (hereinafter referred to as the "Affiliated Company") affiliated with the company marketing the Package Tour on our behalf, by subscription through telephone, mail, facsimile, or other means of communication. This is subject to receiving prior consent from the Traveler, regarding settlement of the credit obligation or liability held by us, such as the Tour Price, etc., under the Package Tour Contract, on and after the due date of such obligation or liability according to card membership rules as provided separately by the Affiliated Company. This is also subject to payment of the Tour Price, etc. payable under the aforementioned Package Tour Contract, as specified by the method in 12.02, the latter Paragraph of 16.01, and 19.02 hereunder.

02.04. In this Section, the "Electronically Consented Notice" shall refer to the notice issued in acceptance of the subscription for the Contract. The issuance is conducted by means of transmission, through methods utilizing information-communication technologies, via telecommunication lines connecting the computer, facsimile, telex or telephone (hereinafter referred to as the "Electronic Computer, etc."), as used by us, or the company marketing the Package Tour on our behalf, with the Electronic Computer, etc. used by the Traveler.

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

### Article 3. - Contents of Tour Contract

03.01. We undertake the organization of arrangements and administration of itineraries under the Package Tour Contract, such that the Traveler may be provided with transport, transport and accommodation as offered by accommodation facilities, and

other services concerning the Tour (hereinafter referred to as the "Tour Service").

Article 4. - Business Agent

04.01. We reserve the right to engage other travel agents, professional organizers and arrangers, or other helpers in or outside Japan, in having them make arrangements in whole, or in part on our behalf, for the execution of the Package Tour Contract.

Chapter 2 - Conclusion of Contract

Article 5. - Subscription for the Tour Contract (In Case the Travel Agent Does Not Fall Under Category III)

05.01. A Traveler who wishes to subscribe for our Package Tour Contract shall fill in the necessary information on the Application Form as designated by us (hereinafter referred to as the "Application Form"), and shall submit it to us together with the required Application Fee as specified separately by us.

05.02. Notwithstanding provision of preceding Paragraph 05.01, the Traveler who wishes to subscribe for our Communication Contract, shall notify us of the name of the desired Package Tour, the start date of the Tour, the aforementioned Traveler's membership number and other information as required (hereinafter in the subsequent Articles referred to as the "Membership Number, etc.").

05.03. The Application Fee as specified in 05.01 above, shall be treated as part of the Tour Price, may be subject to forfeiture in the case of cancellation, or may be used as a penalty charge .

05.04. In cases where the Traveler participating in the Package Tour requires special attention, the aforementioned Traveler shall mention such a request to us at the time of application for the Contract. We shall attempt to accommodate such requests as far as possible.

05.05. Expenses incurred as a result of special arrangements made at the request of the Traveler, under preceding Paragraph 05.04, shall be borne by the Traveler themselves.

Article 5. - Subscription for Tour Contract (In the Case of a Category III Travel Agent)

05.01. A Traveler who wishes to subscribe for our Package Tour Contract shall fill in the necessary information on the Application Form as designated by us (hereinafter referred to as the "Application Form"), and shall submit it to us together with the required Application Fee payable in the amount specified separately by us within the limit of 20% or less of the Tour Price.

05.02. Notwithstanding the provision of the preceding Paragraph 05.01, the Traveler who wishes to subscribe for our Communication Contract, shall notify us of the name of the desired Package Tour, the start date of the Tour, the aforementioned Traveler's membership number and other information as required (hereinafter referred to as the "Membership Number, etc.").

05.03. The Application Fee specified in 05.01 above shall be treated and used as part of the Tour Price, cancellation fee or penalty charge as required.

05.04. In cases where the Traveler participating in the Package Tour requires special attention, the aforementioned Traveler shall mention such a request to us at the time of application for the Contract. We shall attempt to accommodate such requests as far as possible.

05.05. Expenses incurred as a result of special arrangements made at the request of the Traveler, under the preceding Paragraph 05.04, shall be borne by the Traveler.

Article 6. - Subscription by Telephone, etc.

06.01. Subscriptions for the Package Tour Contract are accepted by means of telephone, mail, facsimile and other means of communications. In such cases, the Contract is not concluded at the time of subscription, and the Traveler for the aforementioned Tour shall submit an Application Form and Application Fee, or notify us of his or her Membership Number, etc. within the period as designated by us, in accordance with the provision of 05.01 or 05.02 of preceding Article 5, after we have notified said Traveler of our acceptance of his or her subscription,

06.02. Upon the submission of the Application Form and Application Fee as specified in preceding Paragraph 06.01, or when we have been notified of the Traveler's Membership Number, etc., the order in which we conclude the Package Tour Contract with the aforementioned Traveler shall be in the same order that we received said subscription, with regards to other similar subscriptions.

06.03. In cases where the Traveler fails to submit the Application Fee, or to notify us of his or her Membership Number, etc. within the period specified in 06.01 above, we shall consider such a subscription as not having been received and treat it accordingly.

Article 7. - Rejection of Contract Conclusion

07.01. The following are cases upon which we reserve the right to decline the conclusion the Package Tour Contract.

(1) In cases where the age, sex, qualifications, skills and/or other conditions of the Traveler in question do not meet such conditions as specified by us in advance, as required of Travelers participating in the Tour.

(2) In cases where the number of Travelers subscribing for the Tour has already reached the maximum number of participants as scheduled for the Tour.

(3) In cases where the Traveler in question subscribing for the Tour is likely to create a nuisance for other Travelers or hinder smooth implementation of the Tour as a group.

(4) In cases where there is any inconvenience experienced on our side related to our business, as stemming from the actions of the Traveler in question during the subscription process.

(5) In cases where the Communication Contract is about to be concluded, and the Traveler is unable to settle in whole or in part, the liability related to his or her Tour Price, etc. as stipulated in the card membership rules of the Affiliated Company. Such reasons may be due to, but not limited to, the credit card as held by the Traveler in question, being found to be invalid.

Article 8. - Time that the Tour Contract is deemed Concluded

08.01. The Package Tour Contract shall be deemed to be concluded, when we have accepted the conclusion of the Contract, and have received the Application Fee as specified in 05.01.

08.02. Notwithstanding the provision of preceding Paragraph 08.01, the Communication Contract shall be considered concluded when we send a notice to the effect of communicating our acceptance of the conclusion of the Contract. An electronic notice of acceptance as sent by us is exception to this, in which case the aforementioned Contract shall be deemed to be concluded when said electronic notice reaches the Traveler.

Article 9. - Delivery of Contract Document

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

09.02. The scope of the Tour Service involving our responsibility in making arrangements and administering itineraries under the Package Tour Contract, shall be based on details stated in the Contract Document, as specified in preceding Paragraph 09.01.

Article 10. - The Determinate Document

10.01. In cases where it is not possible to state the determinate itinerary, or the names of transport and/or accommodation facilities in the Contract Document as specified in preceding Article 09.01., we shall list, on a limited basis, the names of facilities scheduled for accommodation and the name of intended transport facilities on the Contract Document. Further to delivering such a Contract Document, we shall also deliver a document with descriptions of determinate conditions (hereinafter referred to as the "Determinate Document") on or before the date as specified in 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 subscriptions for the Package Tour

Contract are made during the 7-day period leading up to the start date of the tour) .

10.02. With respect to preceding Paragraph 10.01., in cases where an enquiry is received from a Traveler who wishes to confirm the condition of arrangements, we shall respond promptly and properly to such an enquiry, even prior to the delivery of the Determinate Document to said Traveler.

10.03. In cases where 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 as described in said Determinate Document.

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

11.01. Assuming prior consent of the Traveler has been obtained; when said Traveler has been provided with details such as the itinerary, contents of the Tour Service, the Tour Price, other conditions of the Tour, and our responsibility (hereinafter referred to in this Article as the "Described Details"), to be stated in the document, the Contract Document, or the Determinate Document, at such a time when he or she is about to conclude the Package Tour Contract, and said provision is by means of utilizing telecommunications technology, instead of physically delivering the aforementioned document(s) to said Traveler, we shall confirm that the Described Details have been recorded on a file as equipped in and as capable of communications equipment and as used by the Traveler (confined to the use of said Traveler) and have been viewed by said Traveler.

11.02. With respect to preceding Paragraph 11.01., when the communications equipment used by the aforementioned Traveler is not equipped with and/or not capable of the function of recording the Described Details, we shall record the Described Details on a file (for exclusive use of the said Traveler) as equipped in and as capable of communications equipment used by us, and confirm that said Traveler has viewed the Described Details.

#### Article 12. - Tour Price (In Case the Travel Agent Does Not Fall Under Category III)

12.01. The Traveler shall pay to us, the amount of the Tour Price as specified in the Contract Document, on or before the date specified in the Contract Document, and prior to the starting date of the Tour.

12.02. Upon conclusion of the Communication Contract, we shall receive payment of the amount of the Tour Price as specified in the Contract Document by the credit card of our Affiliated Company, and without the need to obtain the Traveler's signature on the designated voucher. In this case, the date of card used shall be considered as the date that the Tour Contract is concluded.

Article 12. - Tour Price (In the Case of a Category III Travel Agent)

12.01. The Traveler shall pay to us the Tour Price as specified in the Contract Document on or before the date specified in the Contract Document after the start date of the Tour. Please note that we will not accept receipt of the Tour Price prior to the start of the Tour except for the Application Fee.

12.02. Upon conclusion of the Communication Contract, we shall receive payment of the Tour Price, in the amount specified in the Contract Document, by the credit card of our Affiliated Company without the need to obtain the Traveler's signature on the designated voucher. In this case, the Use Date of the aforementioned card shall be considered, as for the Application Fee, as the date that the Tour Contract is concluded, and, as for the Tour Price excluding the Application Fee, as the date described in the Contract Document after the start date of the Tour.

Chapter 3 - Alteration of the Contract

Article 13. - Alteration of Contract Contents

13.01. In cases where unusual and unforeseen circumstances arise due to reasons beyond our control, including, but not limited to acts of God/providence, acts of war, civil commotion, suspension and/or closure of Tour Services such as transport and accommodation facilities, exercises and/or orders from government and other public agencies, the need to use transport services not based on our original transport plan, and such circumstances affect 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 Package Tour Contract (hereinafter referred to as the "Contract Contents") by promptly informing and/or explaining to the Traveler beforehand, reasons for the nature of such circumstances being beyond our control, and the correlation between such circumstances and subsequent changes. This shall be the case except at the time of an emergency, where the Traveler is informed and/or receives an appropriate explanation after such changes have been made.

#### Article 14. - Alteration of Tour Price

14.01. In cases where the transport fare and charge applicable to the transport facilities being used for the implementation of the Package Tour (hereinafter in this Article referred to as the "Applicable Fare and Charge") are increased or reduced considerably beyond price levels as normally assumed, due to significant changes to economic and/or other conditions, compared with the Applicable Fare and Charge specified at the time when the Package Tour was originally offered, we shall be permitted to increase or reduce the amount of the Tour Price within the range of the amount so increased or reduced.

14.02. In cases where we increase the Tour Price as provided for in preceding Paragraph 14.01., we shall inform the Traveler to that effect no later than the 15th day prior to the starting date of the Tour.

14.03. In cases where the Applicable Fare and Charge are reduced as provided for in 14.01., we shall lower the Tour Price by the amount so reduced in accordance with the provision of said Paragraph.

14.04. In cases where changes in the contents of the Tour Contract, according to the provision of preceding Article 13, result in any increase or decrease to accrue in the expenses required for the implementation of the Tour (including cancellation charges for the Tour Service not received due to changes in the contents of said Contract, penalties and/or other prepaid or payable expenses), we reserve the right to make changes to the amount of the Tour Price, within the range of the amount increased or reduced when such Contract Contents are changed (except when such a change is the result of a lack of vacancies in the transport and accommodation facilities, or rooms and other facilities, despite the relevant Tour Service and seats/places as provided by the transport and accommodation facilities) .

14.05. When the number of people participating in the Tour changes due to reasons not attributed to us after the conclusion of the Package Tour Contract, in cases where we have stated in the Contract Document that the Tour Price varies with the number of people utilizing the transport and accommodation facilities, we reserve the right to change the amount of the Tour Price as described in the Contract Document.

Article 15. (Change of Traveler )

15.01. A Traveler who has concluded a Package Tour Contract with us, may assign his/her status under said Contract to a third party, subject to our consent.

15.02. In cases where the Traveler wishes to obtain our consent as provided for in preceding paragraph 15.01, said Traveler shall fill in the necessary information on a form as designated by us, and submit it with the handling fee of a designated amount, to us.

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

Chapter 4 - Cancellation of the Contract

Article 16. - The Traveler's rights in canceling the Contract

16.01. The Traveler may, at any time, cancel the Package Tour Contract by paying to us the cancellation fee as specified in Schedule I. In cases where said Traveler wishes to cancel the

Communication Contract, we shall accept and process payment of the cancellation fee by using the card of our Affiliated Company without obtaining said Traveler's signature on the designated voucher.

16.02. The Traveler may cancel the Package Tour, in the following instances without having to pay the cancellation fee before the start of the Tour, notwithstanding the provision of preceding Paragraph 16.01.

(1) In cases where the Contract Contents are changed by us. This is, however, limited only to those cases resulting from such changes as those listed in the left column of Schedule II and other important changes.

(2) In cases where the Tour Price is increased under the provision of 14.01.

(3) In cases where unusual and unforeseen circumstances arise due to reasons beyond our control, including, but not limited to acts of God/providence, acts of war, civil commotion, suspension and/or closure of Tour Services such as transport and accommodation facilities, exercises and/or orders from government and other public agencies, and other such circumstances that affect the safe and smooth implementation of the Tour, or that have increased the potential of disabling the tour to an extreme extent.

(4) In cases where we fail to deliver the Determinate Document to the Traveler on or prior to the date specified in 10.01.

(5) In cases where the implementation of the Tour is prevented/precluded as scheduled according to the itinerary described in the Contract Document, as a result of causes attributed to us.

16.03. When the Traveler is unable to receive the Tour Service as described in the Contract Document after the start of the Tour, due to causes not attributed to him/her, or when we inform him/her to this effect, said Traveler may cancel the Contract for that portion of the Tour Service which he/she is unable to receive, without paying the cancellation fee, notwithstanding the provision of 16.01.

16.04. In the case of preceding Paragraph 16.03, we shall refund to the Traveler: the portion of the Tour Price as represented by the portion of the Tour Service which has become unavailable. However, when the afore-mentioned case is not due to causes attributed to us; we shall refund to said Traveler: the afore-mentioned amount, after deduction of the cancellation fee, and after the application of any penalties and/or other amounts already paid, or related to expenses payable from such a time, for said Tour Service.

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

17.01. We reserve the right to cancel the Package Tour Contract before the start of the Tour by explaining to the Traveler about the reason for the cancellation, in the following instances.

(1) In cases where it becomes known that the Traveler does not meet the conditions required of Tour participants, such as age, sex, qualifications, skills, etc., as specified by us beforehand.

(2) In cases where the Traveler is considered unable to participate in said Tour due to illness, the absence of a necessary aide/helper and/or other such causes.

(3) In cases where the Traveler is likely to create a nuisance for other Travelers and/or hinder smooth implementation of the Tour as a group.

(4) In cases where the Traveler requests extra burden in regards of the contents of the Contract beyond a reasonable extent.

(5) In cases where the number of Travelers participating in the Tour does not reach the minimum number of participants for the Tour as specified in the Contract Document.

(6) In cases where it is extremely likely that 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, shall not come into being.

(7) In cases where unusual and unforeseen circumstances arise due to reasons beyond our control, including, but not limited to acts of God/providence, acts of war, civil commotion, suspension and/or closure of Tour Services such as transport and accommodation facilities, exercises and/or orders from government and other public agencies, and other such circumstances that affect the safe and smooth implementation of the Tour as scheduled according to the itinerary described in the Contract Document, or that have increased the potential of disabling the tour to an extreme extent.

(8) In cases where the Communication Contract has been concluded, and the Traveler is

unable to settle in whole or in part, the liability related to his or her Tour Price, etc. as stipulated in the card membership rules of the Affiliated Company. Such reasons may be due to, but not limited to, the credit card as held by the Traveler in question, being invalid.

17.02. In cases where the Traveler does not pay the Tour Price by the due date, as specified in the Contract Document as provided for in 12.01, the Traveler shall be considered to have cancelled the Package Tour Contract on the day immediately following the said due date. In such a case, said Traveler shall pay a penalty of the amount equal to the cancellation fee as specified in 16.01 to us.

17.03. In cases where we cancel the Package Tour Contract due to reasons as defined in 17.01. (5) , we shall inform Travelers participating in the Tour that said Tour is to be cancelled, no later than the 13th day prior to the starting date of the Tour in the case of inland Tours (no later than the 3rd day prior in the case of a day trip) and no later than the 23rd day prior (no later than the 33rd day prior to the starting date of the Tour, should such a date fall within the \*Peak Season as defined in Schedule D) to the starting date of the Tour otherwise.

Article 18. - Our Right to Cancel the contract - Cancellation after the beginning of the Tour

18.01. We reserve the right to cancel part of the Package Tour Contract, in the following instances, 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 considered unable to continue said Tour due to the absence of a necessary aide/helper and/or other such causes.

(2) In cases where the Traveler infringes on the safe and smooth implementation of said Tour by not following instructions as given by our Tour Escort and/or other staff for the safe and/or smooth implementation of the Tour, or by disrupting the disciplinary order of group activities by physically assaulting and/or threatening said staff or other Travelers.

(3) In cases where unusual and unforeseen circumstances arise due to reasons beyond

our control, including, but not limited to acts of God/providence, acts of war, civil commotion, suspension and/or closure of Tour Services such as transport and accommodation facilities, exercises and/or orders from government and other public agencies, and other such circumstances that affect the safe and smooth implementation of the Tour.

18.02. In cases where we cancel the Package Tour Contract under the provision of preceding Paragraph 18.01, the contractual relationship between our Company and the Traveler shall cease to exist from this point forth. In such a case, it shall be deemed that our liability related to the Tour Service already provided to the Traveler has effectively been redeemed.

18.03. In the case of preceding Paragraph 18.02, we shall refund to said Traveler: the afore-mentioned amount, after deduction of the cancellation fee, and after the application of any penalties and/or other amounts already paid, or related to expenses still payable from such a time, for said Tour Service, from the remaining amount for the portion of said Tour service which has yet to be offered to the Traveler.

#### Article 19. - Refund of Tour Price

19.01. In cases where a refund becomes due to the Traveler as a result of the Tour Price being reduced under provisions set forth from 14.03 through 14.05, or due to the cancellation of the Package Tour Contract under provision of preceding Articles 16 through 18, we shall refund to the Traveler, the amount by which the Tour Price is reduced. Such refunds shall be made within 7 days reckoned from the day immediately following the date of cancellation, in cases where the refund is due to cancellation prior to the start of the Tour. Otherwise, refunds shall be made within 30 days reckoned from the day immediately following the last day of the Tour as stated in the Contract Document, in cases where said refund is due to a reduction of the Tour Price, or if cancellation takes place after the start of the Tour.

19.02. In cases where 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 a refund becomes due to him/her as a result of a reduction of the Tour Price, under provisions set forth from 14.03 through 14.05, or due to the cancellation of the Communication Contract under the provisions of preceding Articles

16 through 18. Such refunds shall be made within 7 days reckoned from the day immediately following the date of cancellation, in cases where the refund is due to cancellation prior to the start of the Tour. Otherwise, refunds shall be made within 30 days reckoned from the day immediately following the last day of the Tour as stated in the Contract Document, in cases where said refund is due to a reduction of the Tour Price, or if cancellation takes place after the start of the Tour. The day upon which we notify the Traveler shall be considered as the date of using the card.

19.03. Provisions of preceding Paragraphs, 19.01 and 19.02, shall not prevent the Traveler or our Company from exercising the right to claim compensation for damages suffered under provisions of Articles 27 or 30.01 hereto.

Article 20. - Arrangement for Return Trips after Cancellation of the Contract

20.01. In cases where we cancel the Package Tour Contract after the start of the Tour, under provisions of Articles 18.01 (1) or 18.03, we shall undertake to make arrangements for Tour Services as needed for the Traveler to return to the place of departure of said Tour at the request of the Traveler.

20.2. With reference to preceding Paragraph 20.01, all expenses required for such return trips to the place of departure shall be borne by the Traveler.

Chapter 5 - Contracts with Organizations and Groups

Article 21. - Contracts with Organizations and Groups

21.01. The provisions of this Chapter shall be applied to the conclusion of Package Tour Contracts, relevant to cases where subscriptions are received from two or more Travelers due to travel the same route at the same time, provided that each Traveler appoints a responsible representative (hereinafter referred to as the "Contract Representative").

Article 22. - Contract Representative

22.01. Unless a special contract is concluded, the Contract Representative shall be deemed the person holding all power of representation concerning the conclusion of the

Package Tour Contract, for Travelers who compose of his/her organization or group (hereinafter referred to as the "Constituent Member"). All transactions concerning Tour business related to said organization or group, shall be handled with said Contract Representative.

22.02. The Contract Representative is required to submit a list of the Constituent Members on or before the date as specified by us.

22.03. We shall not be held accountable for liabilities or obligations which the Contract Representative assumes on behalf of the Constituent Members, or liabilities or obligations which the Contract Representative is expected to assume in the future.

22.04. In cases where the Contract Representative does not accompany his/her organization or group during the Tour, one of the Constituent Members as appointed by the Contract Representative beforehand, shall be deemed by us to be the Contract Representative after the commencement of the Tour.

## Chapter 6 - Administration of Itinerary

### Article 23. - Administration of Itinerary

23.01. We shall make efforts to secure safe and smooth travel for the Traveler and carry out the following services for said Traveler, except where we have concluded a special contract with said Traveler which differs from the **following** provisions.

(1) To take necessary measures to ensure that said Traveler will receive such Tour Service as specified in the Package Tour Contract, in cases where it is feared that said Traveler may not be able to receive the afore-mentioned Tour Service during the Tour,

(2) To make arrangements for alternative services in cases where the alteration of the Tour Contract contents becomes unavoidable, despite the undertaking of measures as described in the preceding Paragraph. In cases where the Tour itinerary is to be changed, we shall make efforts to arrange for the alternative itinerary after the change measure up to the purport of the original Tour itinerary. In such a case, we shall also try to minimize alterations of the Contract Contents by making the Tour Service contents

after the change as close to the originally planned contents.

Article 24. Instructions by Our Company

24.01. The Traveler shall be required to follow the instructions of our Company while the Tour is conducted as a group during the Tour from start to finish. This is done for the safe and smooth implementation of the Tour.

Article 25. Services of Tour Escort, Etc.

25.01. We reserve the right to ask Tour Escorts or others to accompany the Tour, depending on the contents of said Tour, for the handling of services as described in respective Paragraphs from Article 23, in whole or in part, which we consider necessary in connection with said Package Tour.

25.02. The service hours for said Tour Escorts or others to engage in the services as described in the preceding Paragraph 25.01 shall, in principle, range from 8:00 to 20:00 hours.

Article 26. Protective Measures

26.01. We reserve the right to take measures as necessary in cases where we consider the Traveler to be in a Condition requiring attention and/or protection due to sickness and/or injury. In such a case, unless the cause of such a condition is not attributed to us, the expenditure required for the said measures shall be borne by said Traveler and shall be payable by the Traveler on or before the date as specified by us, by a method as designated by us. This shall apply unless the cause of said condition is attributed to our actions.

Chapter 7 - Responsibility

Article 27. Responsibility of Our Company

27.01. We shall be accountable for the compensation of damages suffered by the Traveler intentionally or negligently by us, or by our agent who has been engaged by us to make arrangements on our behalf, under the provision of Article 4 (hereinafter

referred to as the "Business Agent"). Such compensation shall be limited to cases where notice has been given to us within two years from the day immediately following the day when such damages have been suffered.

27.02. In cases where the Traveler suffers damage due to unusual and unforeseen circumstances arising due to reasons beyond our control, including, but not limited to acts of God/providence, acts of war, civil commotion, suspension and/or closure of Tour Services such as transport and accommodation facilities, exercises and/or orders from government and other public agencies, and other such circumstances, we shall not be held liable for compensation, except in the case of preceding Paragraph 27.01.

27.03. With regards to damage caused to baggage as described in 27.01, notwithstanding the provision of said Paragraph, we shall compensate the Traveler to a maximum limit of ¥150,000 per Traveler (except in cases where the damage was caused by us intentionally, or was a direct result of our negligence/fault). Such compensation shall only apply provided we are notified of the damage, no later than 14 days after the day when such damage was suffered in the case of inland trips, and no later than 21 days after the day when such damage was suffered in the case of overseas trips.

#### Article 28. - Special Compensation

28.01. We shall pay compensation money and solatium of the amount as set beforehand respectively for certain damage caused to the life, body or baggage of a participating Traveler during the Package Tour, in accordance with the provision of the separate Rules of Special Compensation, regardless whether or not we are accountable for causing said damage.

28.02. In cases where we are accountable under the provision of preceding Article 27.01 for damage caused as described in preceding Paragraph 28.01, the compensation payable by us, within the limits of compensation payable based on said accountability, according to preceding Paragraph 28.01, shall be considered fair compensation for said damage

28.03. In such cases as provided for in preceding Paragraph 28.02, our responsibility to

pay the indemnity based on the provision of 28.01 shall be reduced by an amount equal to the compensation money payable by us, under the provision of preceding Article 27.01 (including the indemnity considered as compensation money according to the provision of preceding Paragraph 28.02).

28.04. Package Tours implement by our collection of a separate Tour Price, from a participating Traveler on our Package Tour shall be handled as part of the contents of the principal Package Tour.

Article 29. - Guarantee of Itinerary

29.01. In cases where a major alteration is made to the Tour Contents described in the left column of Schedule II (excluding alterations caused by the lack of vacancies in the transport and accommodation facilities, or rooms and other facilities, despite the relevant Tour Service and seats/places as provided by the transport and accommodation facilities and with the exception of alterations as described in the following instances), we shall pay compensation for such alterations in excess of the amount by multiplying the Tour Price by the percentage as specified in the right column of said Schedule. This shall be done no later than 30 days after the last day of the Tour, except in cases where it is clear that our accountability arises under provision of Article 27.01 regarding said alterations.

(1) Alterations due to the following causes:

(a) Acts of God/providence

(b) Acts/Maelstroms of war

(c) Civil commotion

(d) Exercises/Orders from government and other public agencies

(e) Suspension and/or closure of Tour Services such as transport and accommodation facilities

(f) The offer of transport services not originally included in the travel plan.

(g) Measures undertaken to ensure the safety of Tour Participants

(2) Alterations related to the cancelled portion of the Package Tour Contract based on provisions from Article 16 through Article 18.

29.02. The maximum amount of compensation payable by us for such alterations shall be the amount as calculated by multiplying the Tour Price per Traveler for one Package Tour by the percentage set by us in excess of 15%. However, in cases where the amount of compensation per Traveler falls below 1,000 yen, we shall not be obliged to pay compensation for the alteration.

29.03. In cases where it is clear that our accountability will arise concerning said alteration, based on the provision of Article 27.01, after we have paid compensation for the alteration in accordance with the provision of 29.01, the Traveler will be required to repay such compensation paid for said alteration. In such a case, based on the provision of the afore-mentioned Paragraph, we shall pay the balance by offsetting the amount of compensation payable by us, by the amount of compensation due to be repaid by the Traveler.

Article 30. - Accountability of the Traveler

30.01. In cases where we have suffered damage due to the direct intentions and/or fault of a Traveler, said Traveler shall be required to compensate us for the damage.

30.02. When the Traveler concludes the Package Tour Contract, the Traveler shall attempt to fully understand the contents of said Package Tour Contract, such as the right and obligations of the Traveler, etc., by utilizing information as provided by us.

30.03. For the Traveler to receive the Tour Service as planned and described in the Contract Document, after the Tour's start, the Traveler shall promptly inform us, or our business agent or the provider of said Tour Service at the Touring point, if and when the Traveler realizes that the Tour Service being offered differs from that as stated in the

Contract Document.

Chapter 8 - Business Guarantee Bonds  
(In cases involving Non-Security Members of the Association of Travel Agents)

Article 31. - Business Guarantee Bonds

31.01. The Traveler or Constituent Member ,who concludes the Package Tour Contract with us, is entitled to be reimbursed from Business Guarantee Bonds deposited by us, under the provision of Article 7.01 of the Travel Agency Law in conjunction with claims as arising from said transaction.

31.02. The name and location of the Deposit Office where the Business Guarantee Bonds have been deposited are as follows:

- (1) Name: TOKYO Legal Affairs Bureau
- (2) Place: Kudan-Daini-Goudoucyousya 1-1-15 Kudan-Minami  
Chiyodaku Tokyo, 102-8225 Japan

Schedule I - Cancellation fees (related to Article 16.01)

1. Cancellation fees related to Inland Trips

Classification	Cancellation Fee
(1) Package Tour Contract excluding the following cases	
(a) In cases where the Contract is cancelled no earlier than 20 days (10 days in the case of a day trip) prior to the starting day of the Tour (except in the following cases from (b) through (e) ).	Up to 20% of the Tour Price
(b) In cases where the Contract is cancelled no earlier than 7 days prior to the starting day of the Tour (except in the following cases from (c) through (e)).	Up to 30% of the Tour Price
(c) In cases where the Contract is cancelled on the day before the starting day of the Tour.	Up to 40% of the Tour Price
(d) In cases where the Contract is cancelled on the starting day of the Tour.	Up to 50% of the Tour Price
(e) In cases where the Contract is cancelled after the start of the Tour or the Traveler does not participate in the Tour without notice (no show).	Up to 100% of the Tour Price
(2) Package Tour Contract with the use of a Chartered Vessel	Based on the rules of the cancellation fee for said Vessel

Recital: The amount of the cancellation fee shall be clearly specified in the Contract Document.

2. Cancellation Fee related to Overseas Trips

Classification	Cancellation Fee
1. Package Tour Contract with the use of an Aircraft when leaving Japan or returning to Japan (excluding Tour Contracts specified in the next Paragraph)	
(a) In cases where the starting day of the Tour falls within the *Peak Season, and the Contract is cancelled no earlier than 40 days prior to the starting day of the Tour (except in the following cases from (b) through (d)).	Up to 10% of the Tour Price
(b) In cases where the Contract is cancelled no earlier than 30 days prior to the starting day of the Tour (except in the following cases from (c) through (d)).	Up to 20% of the Tour Price
(c) In cases where the Contract is cancelled no earlier than two days prior to the starting day of the Tour (except in the case described in (d) below).	Up to 50% of the Tour Price
(d) In cases where the Contract is cancelled after the start of the Tour or the Traveler does not participate in the Tour without notice (no show).	Up to 100% of the Tour Price
2. Package Tour Contract with the use of a Chartered Aircraft	

(a) In cases where the Contract is cancelled no earlier than 90 days prior to the starting day of the Tour (except in the following cases from (b) through (d)).	Up to 20% of the Tour Price
(b) In cases where the Contract is cancelled no earlier than 30 days prior to the starting day of the Tour (except in the following cases from (c) through (d)).	Up to 50% of the Tour Price
(c) In cases where the Contract is cancelled no earlier than 20 days prior to the starting day of the Tour (except in the following case described in (d) below).	Up to 80% of the Tour Price
(d) In cases where the Contract is cancelled no earlier than 3 days prior to the starting day of the Tour or the Traveler does not participate in the Tour without notice (no show).	Up to 100% of the Tour Price
3. Package Tour Contract with the use of a Vessel when leaving Japan or returning to Japan	Based on the rules of the cancellation fee for said Vessel
*Note: The "Peak Season" shall mean the respective periods from December 20th through January 7th, from April 27th through May 6th, and from July 20th through August 31st of each year .	
Recital: The amount of the cancellation fee shall be clearly specified in the Contract Document.	

Schedule II - Monetary Compensation for Alterations (related to Article 29.01)

Alterations Requiring Payable Compensation	Percentage per Case (%)	
	Prior to the start of the Tour	After the start of the Tour
(1) Alterations of the starting or final days of the Tour described in the Contract Document	1.5	3.0

(2) Alterations of sightseeing locations or facilities (including restaurants) and other destinations of the Tour	1.0	2.0
(3) Alterations to the class or facilities of Transport Facilities to those of lower rates than those described in the Contract Document (but limited only to cases where the total charged amount for altering the said class and facilities falls below the total amount for that as specified in the Contract Document)	1.0	2.0
(4) Alterations in the class of the transport facilities or in the names of companies as specified in the Contract Document	1.0	2.0
(5) Alterations to different flights at the departure airport and/or destination airport in Japan from those as specified in the Contract Document.	1.0	2.0
(6) Alterations/additions of connecting or indirect flights as needed to supplement/replace direct flights scheduled to fly from Japan to outside of Japan according to the Contract Document	1.0	2.0
(7) Alterations to the type or name of accommodation facilities as specified in the Contract Document	1.0	2.0
(8) Alterations to the conditions of guest rooms as specified in the Contract Document, such as the type of guest rooms, facilities, scenery, etc.	2.5	5.0
(9) Alterations in the items as specified in the tour title of the Contract Document, among the alterations specified in each item listed from 1 through 8 above.		

Note 1. "Prior to the Start of the Tour" shall refer to cases where the Traveler has been notified of the relevant alteration, no later than the day prior to 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.

Note 2. When the Determinate Document has been delivered, this Schedule shall be applied after

the "Contract Document" is read as the "Determinate Document" instead. In such a 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 content of the Determinate Document and the contents of the service actually offered, respective alterations shall be treated as

a single case.

Note 3. In cases where 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 a single case.

Note 4. Alterations in the names of the companies operating transport facilities under (4) Above, will not be applicable in cases where such 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 trip on a transport vehicle, or one overnight stay, each trip or overnight stay shall be treated as a single case respectively.

Note 6. With reference to the alterations described in (9) above, the percentages from (1) through (8) shall not be applied, but rather that of the percentage as listed under (9).