

Terms and Conditions for the Use of Airport Facilities
in the Tokyo International Airport, International Terminal

March 27, 2022

Tokyo International Air Terminal Corporation

■History of Revision

Revision	Revision Date
Original version	Took effect on May 1, 2021
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Terms and Conditions for the Use of Airport Facilities in the Tokyo International Airport, International Terminal

Article 1. (Purpose of these Terms and Conditions)

The purpose of these Terms and Conditions is to provide for the method of use, burden of expenses and other necessary matters regarding the Tokyo International Airport Passenger Terminal 2 Building (the "Terminal 2 Building") and the Tokyo International Airport Passenger Terminal 3 Building (the "Terminal 3 Building", and along with the Terminal 2 Building, individually or collectively, the "Terminal Building(s)") so that air carriers are able to smoothly conduct their operations to transport international flight passengers in the Tokyo International Airport when using the facilities in the Terminal Buildings listed in Exhibit 1 hereof (each a "Facility", and collectively, the "Facilities"). If an air carrier wishes to use the Facilities, it shall fully understand and agree to these Terms and Conditions before using them; provided, however, that if the relevant air carrier has entered into Agreement on the Use of Airport Facilities in the Tokyo International Airport, International Terminal with Tokyo International Air Terminal Corporation ("TIAT") regarding the use of the Facilities, the said agreement shall apply and these Terms and Conditions shall not apply.

Article 2. (Establishment of the Agreement for the Use of the Facilities)

1. An air carrier that wishes to use the Facilities shall, upon arrival and departure of its aircrafts, after completing the procedures stipulated by the Tokyo Civil Aviation Bureau ("TCAB") of the Ministry of Land, Infrastructure, Transport and Tourism and the necessary procedures with each organization of CIQ, submit to TIAT an application (report) for the use of airport facilities in the form of Exhibit 2 hereof (the "Airport Facility Use Application") by e-mail, no later than seven (7) business days (meaning days other than Saturdays, Sundays, national holidays and from December 30 to January 3 of the following year; the same shall apply hereinafter) prior to the expected usage date. However, if the landing at the Tokyo International Airport has been decided due to operational irregularity such as divert, or if there are other unavoidable reasons for which the submission cannot be made no later than seven (7) business days prior to the expected usage date, the Airport Facility Use Application shall be submitted by e-mail promptly after such use has been decided (if it is not possible to submit in advance, immediately after the use of the Facilities).
2. TIAT shall notify the air carrier that made the application for use (excluding air carriers that submit the Airport Facility Use Application after using the facilities pursuant to Article 2(1) (collectively and individually, the "Air Carrier (Subsequent Submission)") by e-mail whether the application for use made under Article 2(1) is accepted or rejected after confirming the availability of the facilities to be used.
3. Air carriers (excluding the Air Carrier (Subsequent Submission)) shall deposit the advance payments of the usage fees set forth in Articles 5 and 6 (the "Advance Payments") into the bank account for transfer of the advance payments specified in the Airport Facility Use Application (the "Advance Payment Account") promptly after receiving from TIAT an e-mail notice of acceptance of the application for use (and no later than the day before the expected usage date). Upon the deposit of the Advance Payments, an agreement regarding the use of the Facilities (the "Use Agreement") shall be established between TIAT and the relevant air carrier. With respect to the Air Carrier (Subsequent Submission), the Use Agreement shall be established at the time of its use of the facilities (air carriers that concluded the Use Agreement with TIAT under these Terms and Conditions are hereinafter collectively and individually referred to as the "Licensed Air Carrier").
If any air carrier other than the Licensed Air Carrier uses the Facilities, such air carrier shall pay the amount equivalent to 25% of the facility usage fees set forth in Article 5 as penalty in addition to the usage fees set forth in Articles 5 and 6.
4. If the Licensed Air Carrier changes any matter stated in the Airport Facility Use Application after the approval for use is given pursuant to Article 2(3), it shall submit to TIAT by e-mail the Airport Facility Use Application in which the relevant matter has been changed promptly after such change has been finalized, and request approval from TIAT. TIAT shall make a notice by e-mail of whether or not such change can be accepted or rejected. Upon acceptance of the change by such notice, the contents of the Use Agreement shall be changed; provided, however, that if the amount of the Advance Payments is increased due to such change, the relevant Licensed Air Carrier shall deposit the increased amount in the Advance Payment Account, and upon such

- deposit, the contents of the Use Agreement shall be changed.
5. After the conclusion of the Use Agreement, if the Licensed Air Carrier intends to cancel the use of the Facilities, it must immediately notify TIAT by e-mail.
 6. If the Licensed Air Carrier cancels the use of the Facilities pursuant to Article 2(5) (excluding in the event of force majeure), it shall pay, as a cancellation fee, the amount set forth below according to the time when it gave the notice by applying the Advance Payments to such amount.
However, (i) if the cancellation fee exceeds the amount corresponding to the Advance Payments, TIAT shall issue an invoice to the relevant Licensed Air Carrier for such excess amount, and such Licensed Air Carrier shall pay TIAT the excess amount by the end of the month in which the invoice was issued in the manner indicated in the invoice, and (ii) if the amount corresponding to the Advance Payments exceeds the cancellation fee, TIAT shall refund the amount corresponding to the Advance Payments, less the cancellation fee by means of remittance to the bank account designated by the relevant Licensed Air Carrier.
 - (1) Expected usage date: 100% of the Expected Facility Usage Fees (as defined in Article 5; the same shall apply hereinafter)
 - (2) Two (2) days prior to the expected usage date: 80% of the Expected Facility Usage Fees
 - (3) Three (3) days prior to the expected usage date: 50% of the Expected Facility Usage Fees
 7. If an air carrier gives TIAT a notice under these Terms and Conditions and the Use Agreement, it shall do so by sending an e-mail to the contact address in the appendix.

Article 3. (Facilities to be Used)

The Licensed Air Carrier may use the facilities approved for use by TIAT in accordance with Article 2 in the Facilities under these Terms and Conditions and the Use Agreement.

Article 4. (Purpose of Use)

The Licensed Air Carrier shall use the Facilities solely for the purposes set forth in Exhibit 1 hereof, and shall not use the Facilities for any other purpose.

Article 5. (Facility Usage Fees)

1. As advance payments of the usage fees for the Facilities, the Licensed Air Carrier (excluding the Air Carrier (Subsequent Submission)) shall pay the total of the amounts set forth in ① and ② below calculated based on the number of seats offered indicated in the Airport Facility Use Application (the "Expected Facility Usage Fees") promptly after the application for use is approved pursuant to Article 2(2) (no later than the day before the expected usage date) in the manner designated by TIAT.
 - ① The amount corresponding to the airport facility usage fees set forth in Exhibit 3 hereof
 - ② JPY 11,000 (tax included) as miscellaneous expenses
2. After the operation by the Licensed Air Carrier (excluding the Air Carrier (Subsequent Submission)) is finished, TIAT shall issue to the relevant Licensed Air Carrier on the fifth (5th) business day of the month following the month containing the usage date, (i) if the total amount of the amounts set forth in ① and ② of Article 5(1) calculated based on the actual number of seats offered (the "Facility Usage Fees") exceeds the Expected Facility Usage Fees, an invoice for such excess amount, and (ii) if the Expected Facility Usage Fees exceed the Facility Usage Fees, a statement of account for such excess amount, respectively.
3. With respect to the cases specified in Article 5(2), (i) if the Facility Usage Fees exceed the Expected Facility Usage Fees, the relevant Licensed Air Carrier shall pay TIAT such excess amount by the end of the month in which the invoice was issued in the manner indicated in such invoice, and (ii) if the Expected Facility Usage Fees exceed the Facility Usage Fees, TIAT shall pay the relevant Licensed Air Carrier such excess amount by the end of the month in which the statement of accounts was issued by means of remittance to the bank account designated by the relevant Licensed Air Carrier.
4. After the operation by the Air Carrier (Subsequent Submission) is finished, TIAT shall issue an invoice to the relevant Air Carrier (Subsequent Submission) on the fifth (5th) business day of the month following the month containing the usage date, and such Air Carrier (Subsequent Submission) shall pay the Facility Usage Fees by the end of the month in which the invoice was issued in the manner indicated in such invoice.
5. Any expenses necessary for the payment and settlement of the Facility Usage Fees shall be borne by the Licensed Air Carrier.

Article 6. (Tokyo International Air Terminal Passenger Service Facility Charge: PSFC)

1. The Licensed Air Carrier (excluding the Air Carrier (Subsequent Submission)) shall, on behalf of its passengers, pay the following amounts calculated based on the number of passengers subject to PSFC indicated in the Airport Facility Use Application ("PSFC (Scheduled)") as advance payments of the passenger service facility charge (PSFC), promptly after the application for use is approved pursuant to Article 2(2) (no later than the day before the expected usage date) in the manner designated by TIAT.
 - ① Departing passengers (passengers who go through passport control at the Tokyo International Airport and depart, other than the following connecting passengers; the same shall apply hereinafter)
 - Adults (12 years old or older): JPY 2,950 per passenger (tax included)
 - Children (2 years old or older but younger than 12 years old): JPY 1,470 per passenger (tax included)
Children under 2 traveling on a child ticket are subject to child charges.
 - ② Connecting passengers (passengers who arrive from other than the Tokyo International Airport and are departing within 24 hours for a destination other than the location immediate before arriving at the Tokyo International Airport using the same airline ticket, regardless of passengers' entry to Japan. The time from the arrival to the departure shall be calculated by subtracting STA (scheduled time of arrival, Japan Standard Time, approved by Minister of Land, Infrastructure and Transportation) related to the arrival aircraft the passenger boards from STD (scheduled time of departure, Japan Standard Time, approved by Minister of Land, Infrastructure and Transportation) related to the departing aircraft the passenger boards; the same shall apply hereinafter)
 - Adults (12 years old or older): JPY 1,470 per passenger (tax included)
 - Children (2 years old or older but younger than 12 years old): JPY 730 per passenger (tax included)
Children under 2 traveling on a child ticket are subject to child charges.
2. TIAT shall issue to the Licensed Air Carrier (excluding the Air Carrier (Subsequent Submission)) on the fifth (5th) business day of the month following the month containing the usage date, (i) if the amount under Article 6(1)① calculated based on the actual number of passengers ("PSFC (Actual)") exceeds PSFC (Scheduled), an invoice for such excess amount; and (ii) if PSFC (Scheduled) exceeds PSFC (Actual), a statement of account for such excess amount.
3. With respect to the cases specified in Article 6(2), (i) if PSFC (Actual) exceeds PSFC (Scheduled), the relevant Licensed Air Carrier shall pay TIAT such excess amount by the end of the month in which the invoice was issued in the manner indicated in such invoice, and (ii) if PSFC (Scheduled) exceeds PSFC (Actual), TIAT shall pay the relevant Licensed Air Carrier such excess amount by the end of the month in which the statement of account was issued by means of remittance to the bank account designated by the relevant Licensed Air Carrier.
4. TIAT shall issue an invoice to the Air Carrier (Subsequent Submission) on the fifth (5th) business day of the month following the month containing the usage date, and the Air Carrier (Subsequent Submission) shall pay PSFC (Actual) by the end of the month in which the invoice was issued in the manner designated by TIAT.
5. Any expenses necessary for the payment and settlement of the passenger service facility charge (PSFC) shall be borne by the relevant Licensed Air Carrier.
6. Other handling related to PSFC shall be subject to the terms and conditions for the Tokyo International Air Terminal Passenger Service Facility Charge stipulated by TIAT.

Article 7. (Default Interest)

If the Licensed Air Carrier is delinquent in paying any amount payable to TIAT pursuant to these Terms and Conditions and the Use Agreement, such Licensed Air Carrier shall pay in a manner designated by TIAT the delinquent interest on the delinquent amount at 14.6% per annum, which shall arise for the period from the date immediately following the due date to the date of actual payment.

Article 8. (Fractions)

Fractions less than one (1) yen, if any, that may arise in any calculation pursuant to these Terms and Conditions shall be rounded down.

Article 9. (Reporting of Operational Results)

If actual figures differ from those stated in the Airport Facility Use Application submitted pursuant to Article 2 with respect to the number of seats offered, the number of passengers or the cargo weight, the relevant Licensed Air Carrier must submit the Airport Facility Use Application with the actual figures filled in promptly after using the facility.

Article 10. (Emergency Contact)

Based on the Tokyo International Airport Emergency Plan issued by TCAB, the Licensed Air Carrier must communicate with appropriate contacts as soon as possible, when necessary.

Article 11. (Duty of Care)

The Licensed Air Carrier shall use the Facilities always with the duty of care of a prudent manager, and shall comply with applicable laws and ordinances as well as regulations designated by TIAT regarding the maintenance and management of the Terminal Buildings.

Article 12. (Prohibited Acts)

The Licensed Air Carrier shall be prohibited from:

- (1) Transferring its rights under these Terms and Conditions and the Use Agreement to third parties, or providing such rights as collateral for other obligations;
- (2) Allowing third parties to use all or a part of the Facilities without the prior written approval of TIAT;
- (3) Having a trade name, advertising literature, signage or other similar marks appear around the Facilities without the prior written approval of TIAT;
- (4) Altering, remodeling or otherwise working on the Facilities without written approval of TIAT;
- (5) Placing its items in the common use space around the Facilities without the prior written approval of TIAT; and
- (6) Acting in any manner that disturbs others or otherwise causes damage to the entire Terminal Buildings including the Facilities.

Article 13. (Disposal of Wastes)

The Licensed Air Carrier shall properly dispose of wastes in accordance with applicable laws and ordinances as well as the "Rules on Waste Disposal" separately stipulated by TIAT.

Article 14. (Disclaimer)

1. TIAT shall not be liable for any damage suffered by the Licensed Air Carrier (including damages arising due to any non-conformity of the Facilities with contracts), unless the damage is caused by a willful default or gross negligence of TIAT.
2. TIAT shall not be liable for any damage suffered by the Licensed Air Carrier in cases where use of the Facilities or the common use area in the Terminal Building(s) has been suspended or restricted for the repair, expansion or remodeling of, or other similar work on the Terminal Building(s) by TIAT.

Article 15. (Damage Compensation)

1. The Licensed Air Carrier shall compensate TIAT for any damage that TIAT may suffer due to failure of the Licensed Air Carrier to perform its duties and obligations under these Terms and Conditions and the Use Agreement.
2. If the Licensed Air Carrier or its employee, contractor or other persons acting for and on behalf of the Licensed Air Carrier has committed a willful default or negligence and thereby damaged the Facilities or otherwise caused damage to TIAT or third parties, the Licensed Air Carrier shall promptly notify TIAT thereof and compensate TIAT for any and all damages arising therefrom.

Article 16. (Modification or Termination of the Use Agreement for the Management and Operation of the Passenger Terminal Buildings)

TIAT may modify or terminate the Use Agreement in the event that TIAT is ordered to suspend the use of, or repair, alter, transfer, remove or take other measures on the Terminal Building(s) or the Facilities pursuant to Article 25 of the Airport Administration Rules.

Article 17. (Loss of Objects, etc.)

If all or a substantial part of the Terminal Building(s) or the Facilities is lost or damaged due to an accident caused by a natural disaster or other force majeure, and the Terminal Building(s) or the Facilities become unusable as a consequence, the Use Agreement shall lose force as a matter of course.

Article 18. (Modification of these Terms and Conditions)

TIAT may change the matters set forth in these Terms and Conditions without prior notice.

Article 19. (Confidentiality)

1. Without prior written approval of the other party, either party shall not disclose information regarding these Terms and Conditions and the Use Agreement (including secrets obtained in the course of using the Facilities) to others, nor shall a party use such information for any purpose other than the purpose of performing its obligations or exercising its rights under these Terms and Conditions and the Use Agreement.
2. Notwithstanding the provision of Article 19(1), either party may disclose information regarding these Terms and Conditions and the Use Agreement in any of the following cases:
 - (1) If the information is disclosed to employees, representatives or contractors of either party who need to know the relevant information on condition that they carry the same confidentiality obligations as those assumed by the relevant party, or if the information is disclosed to a financial institution or its representatives, which makes a loan to or conduct other similar transactions with TIAT, on condition that they carry the same confidentiality obligations;
 - (2) If either party discloses to a third party the information that is already known to such third party without breach of this Article;
 - (3) If either party discloses to a third party the information that is already in the public domain; or
 - (4) If either party discloses the information, disclosure of which has been required by laws or ordinances or a court order.
3. The provisions of Article 19(1) and 19(2) shall remain effective even after both parties have fully performed these Terms and Conditions and the Use Agreement or the Use Agreement loses force.

Article 20. (Governing Law and Jurisdiction)

These Terms and Conditions shall be governed by the laws of Japan, and TIAT and the Licensed Air Carrier have agreed that any dispute arising out of these Terms and Conditions and the Use Agreement shall be submitted to the exclusive jurisdiction of the Tokyo District Court.

Article 21. (Matters to be Discussed)

Matters not provided for herein or any doubt arising out of the interpretation of these Terms and Conditions shall be settled through faithful discussions between TIAT and the Licensed Air Carrier, and both parties shall execute a memorandum or other instruments as may be necessary.

Article 22. (Prevalence)

If there is any conflict between the English and the Japanese version of these Terms and Conditions, the Japanese version shall prevail.

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Exhibit 1

Facilities

(1) Check-in counters

(i) Facilities

Terminal 2 Building	Terminal 3 Building
Check-in counters on the third floor *Including control counters in the consolidated facility on the third floor *Including UD counters *Excluding ticketing booths	Check-in counters on the third floor *Including control counters at each check-in counter top *Including UD counters *Excluding ticketing booths
Boarding gate counters	Boarding gate counters
International flight connection counters	International flight connection counters
Baggage claim counters	Baggage claim counters
Check-in counters on the first basement floor	Check-in counters on the first floor

(ii) Purpose of use

Handling of passengers including boarding procedures for passengers and crews, boarding announcement, boarding procedures for flight-connecting passengers and dealing with baggage accidents.

(2) CUTE

(i) Facilities

– Each CUTE system installed in the Facilities specified in "(1) Check-in counters" above.

(ii) Purpose of use

– Boarding procedures for passengers, etc.

(3) Baggage Handling System (BHS)

(i) Facilities

– Conveyors for departure and arrival.

(ii) Purpose of use

– Conveyance of checked baggage of passengers and crews to the baggage handling area, and conveyance of such baggage to the baggage claim.

(4) Passenger Boarding Bridge (PBB)

(i) Facilities

– Passenger boarding bridges connected to the fixed boarding bridge. (ii) Purpose of use
– Boarding and disembarking of passengers and crews.

(5) Passenger reconciliation system (PRS)

(i) Facilities

– System to screen passengers. (ii) Purpose of use

– To ensure airport security through screening of passengers, and check the location of passengers.

(6) CUSS (automated check-in machines for common use)

(i) Facilities

– Automated check-in terminals for common use.
Facilities which fall under the following item:

(ii) Purpose of use

– Boarding procedures for passengers.

(7) Self Baggage Drop (SBD)

(i) Facilities

– SBD. (ii) Purpose of use

– Boarding procedures (baggage drop-off machines) for passengers.

(8) Face Express

- (i) Facilities
 - Face recognition system installed in each of CUSS, SBD, PRS and SBG.
 - (ii) Purpose of use
 - Boarding procedures (the procedures based on authentication data that links passport, boarding pass and biometric information such as face data) for passengers.
- (9) Security check equipment
- (i) Facilities
 - Smart Lanes, AD machines, body scanners, monitoring devices, EDS , wiping type explosive-detection devices, gate-form metal detectors, liquid inspection machines.
 - (ii) Purpose of use
 - To implement security checks on international flights related to "National Civil Aviation Security Program" "Chapter 6 1. Passengers and Carry-on Baggage", "2. Checked Baggage" and "3. Transit Passengers and Their Baggage/ Transit Passengers' Checked Baggage".

Exhibit 3

Airport Facility Usage Fees

1. Airport facility usage fees

Price list by number of seats offered	JPY (tax included) per flight								
	400 seats or more	350 seats or more	300 seats or more	250 seats or more	200 seats or more	150 seats or more	100 seats or more	50 seats or more	Less than 50 seats
TTL	534,800	467,950	401,100	334,250	267,400	200,550	133,700	66,850	65,510