

**MEMORANDUM OF UNDERSTANDING
OF
COMPLAINTS HANDLING
AND INFORMATION EXCHANGE**

**AGREED UPON BETWEEN
OFFICE OF
THE CONSUMER PROTECTION BOARD
AND
NATIONAL CONSUMER AFFAIRS CENTER
OF JAPAN**

Office of the Consumer Protection Board

National Consumer Affairs Center of Japan

By: Phoolpipat R.

Name: Ronnarong Phoolpipat

Title: Secretary General

Date: August 21, 2025

By: Murai Masachika

Name: MURAI Masachika

Title: President

Date: August 21, 2025

Memorandum of Understanding of Complaints Handling and Information Exchange

This Memorandum of Understanding of Complaints Handling and Information Exchange (this “Memorandum of Understanding”) is made as of August 21, 2025 by and between Office of the Consumer Protection Board (“OCPB”) and National Consumer Affairs Center of Japan (“NCAC”).

OCPB and NCAC are hereinafter referred to collectively as the “Parties” and each individually as a “Party”.

RECITALS

WHEREAS, OCPB is a government agency under the Prime Minister’s Office acting as the central agency for consumer protection in Thailand according to the Consumer Protection Act of 1979 and its Amendments, and the Direct Selling and Direct Marketing Act of 2002 and its Amendments, which has the responsibilities as follow;

- (1) To receive complaints from the consumers who are suffered or injured resulting from the businesses
- (2) To protect the consumers for security, fairness, and not being exploited by the businesses
- (3) To litigate for complaining of damages as the consumers
- (4) To share the knowledge to consumers to be careful about the consideration of goods and services purchasing

WHEREAS, National Consumer Affairs Center of Japan (“NCAC”) is an incorporated administrative agency, working as a core consumer advocate organization which has been handling consumer complaints since 1970 in collaboration with the Government of Japan and the local consumer affairs centers operated by local governments in accordance with the Basic Act on Consumer Policies and the NCAC Act, and protects the interests of consumers and thereby contributes to the appropriate and sound development of the national economy by ensuring fairness in commercial transactions.

NCAC has managed since 2015 the Cross-border Consumer center Japan (“CCJ”), which handles consumer complaints related to cross border commerce between Japanese consumers and overseas businesses, established by the Consumer Affairs Agency (“CAA”) in November 2011.

WHEREAS, OCPB and NCAC agree and acknowledge that Thailand-Japanese cooperation in complaint handling for the Complaints (as defined

in article 4) would be a substantial benefit for consumers and businesses engaging in cross border commerce between these countries or regions, and strive to accumulate more achievements in the cooperation and therefore desire to form an alliance each other (the "Alliance").

4. Objective Transactions. Either Party shall accept and deal with inquiries, claims, disputes, or other complaints from consumers, if they are related to; (i) business to consumer transactions, (ii) cross border transactions between the Kingdom of Thailand and Japan, AND (iii) over-the-counter transactions and/or transactions via the Electronic Systems. ("Complaints")

THEREFORE, THE PARTIES HAVE REACHED THE FOLLOWING UNDERSTANDING:

1. Purposes of the Alliance. Having recognized that, as increasing cross border e-commerce transactions, regional consumer complaint resolution institutions must take much cooperation, subject to the terms of this Memorandum of Understanding, both Parties shall pursue a certain system of cooperation to handle the Complaints and exchange information on consumer protection then both Parties shall act each roles for the Alliance.

2. Term. The term of this Memorandum of Understanding shall be effective from August 21, 2025 to August 20, 2026 (the first date of the term is defined hereafter as the "Effective Date") for an initial term of one (1) year. Thereafter, it shall be automatically renewed for successive one (1) year renewal term unless either Party provides notice of non-renewal to the other Party at least ninety (90) days prior to the last date of the initial term or any subsequent term.

This Memorandum of Understanding shall be terminated on the date (the "Termination Date");

- Once ninety (90) days has passed since either Party provides notice of non-renewal to the other Party.
- Once the Party agrees to terminate this Memorandum of Understanding as per due consultations between them.

As per this Memorandum of Understanding, the Complaints between the Kingdom of Thailand and Japan shall be accepted from the Effective Date to the Termination Date. Provided, however that, if reasonably possible, the Complaints that are already submitted before the Termination Date and

could not have resolved by the Termination Date may be accepted and dealt with after due consideration.

3. Cooperation

The Parties will intend to cooperate and exchange information on consumer protection and consider the possibility of joint action as follows:

- The Parties intend to exchange information on laws relating to consumer protection and the safety of goods and services. Including warnings about shops or online sellers being dishonest in each country, cooperation to ensure consumer safety by preventing distribution of unsafe products, etc.

4. **Objective Transactions.** Either Party shall accept and deal with inquiries, claims, disputes, or other complaints from consumers, if they are related to: (i) business to consumer transactions, (ii) cross border transactions between the Kingdom of Thailand and Japan, and (iii) over-the-counter transactions and/or transactions via the Electronic Systems. (“Complaints”)

5. **Roles of Parties.** In the case of Complaints between a Japanese consumer and a business in the Kingdom of Thailand, NCAC shall receive a Complaint from the consumer in Japan, share the information of the said Complaint with OCPB, and strive to solve Complaint in cooperation with OCPB. In the case of Complaints between a Thai consumer and a business in Japan, OCPB shall receive a Complaint from the consumer in the Kingdom of Thailand, share the information of the said Complaint with NCAC, and strive to solve Complaint in cooperation with NCAC.

OCPB and NCAC shall disclose information necessary under the provision of law of each Party to solve Complaints to each other. Both Parties shall prepare their own organizations to satisfy with the following conditions:

- The standard period to solve each Complaint is within one (1) month.
- The detailed information of each Complaint and its progress shall be recorded by the shared Party.
- The shared Party shall report the information or the progress to the other Party regularly or at any time the other Party’s request.
- The information and the progress may be accessible at any time if requested.

6. **Costs and Expenses.** Each Party shall bear its own costs and expenses related to the Alliance, and shall not make any claims on reward and reimburse against the other Party.

7. Handling Confidential Information. OCPB and NCAC shall comply with applicable personal information protection law in their own country, and shall take into consideration that of the country where the other Party resides. Personal information of a consumer who makes Complaints, in addition, can be provided to an organization concerned or a related expert in order to resolve the Complaints, as long as the consumer gives permission to do so in advance. If it is necessary to submit the information about a business as a defendant or details about the case to a law enforcement agency, OCPB and NCAC shall ask the other Party for permission to do so.

Nothing in this Memorandum of Understanding is intended to diminish or otherwise affect the authority of either Party to carry out its regulatory responsibilities and programs.

This Memorandum of Understanding is not binding and the Parties do not intend to create by this Memorandum of Understanding any legal obligations under international law.