

Terms of Agreement for the Buyer(International Transactions)

This Terms of Agreement for the Buyer (hereinafter referred to as “the Terms”) stipulates the necessary matters regarding the rights and obligations of KENKEY Inc. (hereinafter referred to as “the Company”) and a member registered with the Company (hereinafter referred to as “the Registered Member”) who purchases the Applicable Product and ships to the destination outside of Japan by using of the services on BIGLEMON which is provided by the Company (hereinafter referred to as “the Service”).

Article 1 (Conclusion of this Agreement)

The agreement regarding the use of the Service (hereinafter referred to as “this Agreement”) shall be concluded under the terms and conditions set forth in the Terms between the Company and the Registered Member when the Registered Member clicks the “Order” button on the screen for purchasing the Applicable Product after agreeing the Terms.

Article 2 (Definitions)

Unless otherwise stipulated in the Terms, words and definitions stipulated herein shall be as follows:

- (1) “BIGLEMON” collectively refers to the website (<https://biglemon.kenkey.jp>) and services on the same site that enables the Exhibiting Member to list the Applicable Product on the Internet, and enables another Registered Member to contact such Exhibiting Member to purchase the Applicable Product and services incidental thereto.
- (2) “Equipment Sales Agreement (ESA)” refers to a sales agreement of an Applicable Product based on the format designated by the Company that is offered by an Exhibitor at the same time upon the issue of PI.
- (3) “Invoice” refers to a bill based on the Company’s designated format which is displayed when the Company approves the remittance of the Applicable Product according to the PI and accepts such remittance on behalf of the Exhibitor.
- (4) “KENKEY ID, etc.” refers to a member ID issued by the Company to a registered member, password, and any other authentication keys.
- (5) “Proforma Invoice” (PI) refers to a billing statement based on the Company’s designated format, stating the terms and price of sales and transportation of an Applicable Product that determined by the negotiation result between the Exhibitor and the Registered Member who wishes to purchase such Applicable Product.
- (6) “Business days” refers to the business days of the Company (excluding non-business days of Japanese financial institutions). In addition, business days of financial institutions shall be as stipulated by each financial institutions.
- (7) “Offer” refers to the first Registered Member’s inquiry about the information of a listed Applicable Product on BIGLEMON.
- (8) “Buyer” refers to a Registered Member who receives the issued PI from the Exhibitor and concluded an ESA in accordance with the terms and conditions stated therein.
- (9) “Designated Financial Institution” refers to the Japanese financial institution that the Company designates as the payee of the Buyer under ESA.
- (10) “Designated Account” refers to the bank account of the Designated Financial Institution specified by the Company.
- (11) “Receiving Agent Service” refers to the service in which the Buyer remits the Purchase Price to the Designated Account and the Company will pay out specified amount from such remittance to the Seller when the specified requirements are satisfied with regard to the sales of the Applicable Product under the provisions of the Terms. .
- (12) “Exhibitor” refers to the Exhibiting Member of the Company.
- (13) “Payment Received” refers to payment for an Applicable Product that the Company receives from the Buyer on behalf of the Seller.

- (14) "Purchase Price" refers to a total amount for an Applicable Product, including but not limited to, the purchase price of the Applicable Product, customs clearance charges, inspection fee, and insurance premiums that the Buyer should pay to the Seller in accordance with an individual sales agreement.
- (15) "Applicable Product" refer to products listed on BIGLEMON such as construction equipment.
- (16) "Registered Member" refers to a Registered Member of the Company.
- (17) "Registered Member Information" refers to information provided by a Registered Member.
- (18) "Seller" refers to an Exhibitor who completes the conclusion of ESA with the Buyer under the terms and conditions set out on the PI.
- (19) "My Page" refers to the screen for the management by which Registered Members can log in and use it with their KENKEY ID, etc.
- (20) "Yushutsu-Omakase Service" refers to services related to the export procedures outside of Japan offered by a recommended Export Agent in relation to purchasing of the Applicable Product or related services.
- (21) "Export Agent" refers to the partner company that offers the Yushutsu-Omakase Service which is introduced by the Company.

Article 3 (Modifications of the Terms)

The Company shall be entitled to modify this Terms by posting notification in advance on the website managed and operated by the Company. In this case, the charges and other terms regarding the use of the Service on or after the effective date of such modification shall be in accordance with the terms of agreement after modification.

Article 4 (BIGLEMON Service)

1. Except when approved by the Company, the Applicable Product in the Service shall be listed using a nickname, and information that identifies an Exhibitor shall be displayed only on the PI.
2. A Registered Member using the Service shall log in by using KENKEY ID, etc., select a desired Applicable Product for purchasing and send Offer to the Exhibitor to negotiate for the price and export terms by using the message system on My Page.
3. When the price and export terms are agreed by the Registered Member as a result of negotiating with the Exhibitor, then the Registered Member shall request the Exhibitor to issue a PI and obtain such issued PI.
4. In the event that a Registered Member agrees to the terms of sales of an Applicable Product, the Registered Member shall notify the Exhibitor of necessary information for the export of the Applicable Product by using the message system on My Page, and the Exhibitor shall issue a PI stating the necessary information to the Registered Member. After the Registered Member confirmed such necessary information, the Registered Member shall click on the "Order" button. By clicking on the "Order" button, an ESA is concluded between the Registered Member and the Exhibitor under the terms and conditions stated on PI, and after the conclusion of the ESA, such Registered Member becomes Buyer.
5. The Buyer shall confirm import restrictions on the Applicable Product at its own responsibility, and shall obtain all approvals and permissions necessary for import from the government at its own burdens and expenses. In the event that an Applicable Product cannot be imported for reasons such as import restrictions or failure in obtaining approval or permission from the government of an importing country, the ESA on the Applicable Product shall be deemed cancelled for reasons attributable to the Buyer. In this case, the Buyer shall pay the Buyer's Cancellation Commission pursuant to paragraph 2 of Article 9.
6. After clicking on the "Order" button, the Buyer shall remit the payment for the product to the Designated Account by the due date of the payment under the terms of payment stated on the PI. If the remittance is not made by the due date of the payment, the ESA shall be deemed cancelled for reasons attributable to the Buyer and the Company shall be entitled to request the Buyer to pay the Cancellation Commission pursuant to paragraph 2 of Article 9. In such case, the Buyer shall not be entitled to file an objection when the cancelled Applicable Product has been resold.
7. Upon completion of remitting the payment, the Buyer shall notify the Company and the Seller of such payment

by attaching a copy of the Telegraphic Transfer through the message system on My Page.

8. Based on the notification from the Buyer, the Company shall confirm the presence or absence of the remitted amount in the Designated Financial Institution, and shall notify the Buyer of its acceptance upon the confirmation of such remittance. Provided, however, that the mechanism of the Receiving Agent Service set forth in the Terms shall apply to the payment through the Service, and the Company may contact to confirm with the Buyer for the necessary information, or the Company may not be able to provide the Service.
9. The Company shall notify the Seller of the confirmation and acceptance of the remitted amount and direct the start of shipment arrangement through the message system on My Page. After the payment notification and the instruction to start shipment, the Seller shall make arrangements for shipping the Applicable Product and notify the Buyer the completion of such shipment.
10. The Company shall monitor Registered Member's transactions at all times, and when having discovered any acts that prevent normal operation or transaction of the Service such as a Registered Member who doesn't make payment by the due date after the issuance of PI, or making the Seller to issue PI without having intentions to purchase, the Company may suspend the provision of the Service to such Registered Member except when the Seller agrees separately. In such case, liabilities under the ESA that has already been concluded between the Buyer and the Seller shall not be extinguished, and the Company shall not assume any responsibilities even if a conflict with the Seller arises for the reasons of non-fulfillment of the applicable liabilities.

Article 5 (Obligation of Registered Member)

1. The Registered Member shall perform negotiations of the terms and conditions regarding an Applicable Product and make communication solely through the Service.
2. When using the Service, the Buyer shall delegate the Receiving Agent Service to the Company.
3. When having a problem with an Exhibitor, a Registered Member shall immediately notify the Company of such problem and shall settle the problem at its own responsibility and expense. Provided, however, that when the Company handles such inquiries, the Registered Member shall pay to the Company the amount equivalent to expenses incurred by the Company.
4. The Registered Member shall agree that the Company will conduct a questionnaire survey on the usage state of the Service.
5. The Registered Member shall agree that transactions with an Exhibitor conducted through this Service are at responsibility and risk of the Registered Member. The Registered Member shall agree that the Company will not be involved and is not liable to any responsibility whatsoever in any transaction between an Exhibitor and the Registered Member.

Article 6 (Prohibited Matters)

The Registered Member shall understand and agree that the following matters are prohibited in the Service. When having judged that a Registered Member has taken any of the following acts, the Company shall be entitled to suspend the provision of the Service. In the event that damage has been caused as a result of a breaching by the Registered Member, the Company shall be entitled to claim compensation for the damages from the Registered Member.

- (1) To make an offer for an Applicable Product without having any intention to truly use the Service but for the purpose of acquiring Exhibitor's information, etc. ; and
- (2) To attract an occurrence of the transaction outside BIGLEMON by using the message system, or to make a display leading to a transaction occurring outside BIGLEMON ; and
- (3) To conceal the fact of specially designated group or individual subject to regulations of economic sanction related laws of each country including, without limitation, the Foreign Exchange and Foreign Trade Act of Japan and the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) regulations, or provide false information to the Seller.

Article 7 (Receiving Agent Service)

1. The Receiving Agent Service shall be used independently and separately for each ESA that is concluded between the Seller and the Buyer and shall not be used as a continuously service. Provided, however, that the Company shall exercise any rights under the Terms in order to preserve claims against the Buyer whenever necessary regardless of the ESA subjected product.
2. The Company may stipulate restrictions on the amount of money or any other restrictions regarding the use of the Receiving Agent Service. In such case, the Receiving Agent Service can only be used within the scope of the applicable restrictions.
3. When having caused damage to the Company while using the Receiving Agent Service, the Buyer shall compensate for the applicable damages.

Article 8 (Payment of Purchase Price)

1. As long as all the requirements set forth in each of the following conditions are met upon the receipt of remittance to the Designated Account, the Company shall accept such remittance of the Purchase Price to the Designated Account remitted from the Buyer. Provided, however, that the Company shall, at its own discretion, be entitled to accept the remittance from the Buyer even if all or any part of the requirements set forth in each of the following conditions are not met.
 - (1) The exact amount of money in the currency indicated on the PI has been remitted by the payment due date designated by the Seller;
 - (2) Order No. in PI has been indicated in the bank related documents before remittance; and
 - (3) The Consignee's Name or Remitter's Name stated on the PI and the name of the person who actual initiated the remittance to the Designated Account shall be the same.
2. Upon the confirmation of remitted amount from the Buyer at the Designated Account in accordance with the provisions in paragraph 1 of this article, the Company shall deem it as the Payment of Purchase Price for the Applicable Product and receive it on behalf of the Seller.
3. Notwithstanding the preceding paragraph, in the event that the Company accepts the remitted amount exceeding the amount specified on the PI at its own discretion, and the excess amount is 5,000 yen or less, the applicable excess amount will automatically belong to the Company. In this case, when remittance to the Designated Account is completed, the Buyer shall be deemed to have waived the right to claim a refund and any other rights it possesses in regards to the applicable excess amount and shall agree that the applicable excess amount belongs to the Company.
4. In the event that the excess amount in the preceding paragraph is more than 5,000 yen, the Company shall refund the excess amount to the Buyer upon the receipt of a request from the Buyer. Provided, however, that the remittance fees and or any other expenses required for the refund of the applicable excess amount shall be borne by the Buyer in addition to the refunding fee designated by the Company.
5. In the event that the Buyer declares an intention to waive rights of the remitted amount exceeding the amount specified on the PI to the Company, the Buyer shall be deemed to have agreed that the applicable excess amount will belong to the Company.
6. In the event that the currency to be remitted by the Buyer is other than the Japanese yen, and the Company accepts the arrival of money, the money converted into the yen at the effective currency exchange rate (TTB) at the point that the process of the arrival of money is directed by the Company to the applicable Designated Financial Institution among exchange rates announced by the Designated Financial Institution on the day of confirmation of the arrival of money at the Designated Account, and remittance fees and the fluctuation risk of the exchange market in this case shall be borne by the Buyer, and the Company shall assume no responsibility for such risk.
7. When remittance from the Buyer arrives at the Designated Account in accordance with the provisions in paragraph 1 of this article, in the event that the Seller claims the Payment Received (hereinafter referred to as "Claim for Payment") to the Company according to the method designated by the Company with the

attachment of the true copy of effective B/L and the necessary documents designated by the Company, the Company shall collate the copy of B/L with the addressee of Invoice and the description of related information. Only when the Company accepts these are consistent, the Company shall remit the Payment Received to the bank account designated by the Seller at the time designated by the Company.

Article 9 (Refund of Receipt Amount)

1. In the event that any of the following events has arisen, the Company confirms such event, and the Buyer claims the refund from the Company, the Company can refund the Payment Received to the refund bank account designated by the Buyer without delay on behalf of the Seller. Provided, however, that the nominable person of the designated refund account by the Buyer shall be the same as the Buyer or the remitter, and the designated refund account shall exist in the same country as the remittance account exists. In the event that the remittance bank account of the Buyer is outside Japan, in spite of the prior instruction or expression, the refund amount that the Buyer actually receives may be different from the paid-in amount. In the event that foreign exchange loss occurs, Seller and Buyer shall resolve the problem by consultation, and the Company shall assume no responsibility for the refund amount and the type of currency that the Buyer receives actually. In addition, the Buyer shall not be entitled to individually direct the Company about the currency of money to refund and the refund timing. In the event that refund is made under this paragraph, ESA shall be deemed to be canceled.
 - (1) In the event that the Seller or Export Agent fails to claim the payment to the Company by the method designated by the Company within sixty (60) days by attaching a true copy of effective B/L from the date Company accepted the Purchase Price otherwise agreed by the Seller and the Buyer;
 - (2) In the event that a discrepancy between the copy of B/L and addressee of Invoice or description of the related Applicable Product has not been cured within the certain period of time after the issue date of B/L;
 - (3) In the event that the Buyer has breached any of the provisions of the Agreement regarding the use of the Service with the Company, for example, an exhibit of stolen goods;
 - (4) In the event of a suspension of payment by the Seller, or when the Seller has been subject to a declaration of provisional attachment, attachment, forfeiture, commencement of bankruptcy procedures, commencement of civil rehabilitation proceedings, the commencement of corporate reorganization, or the commencement of special liquidation;
 - (5) In the event of a draft or check drawn or accepted by the Seller has been dishonored, or a clearinghouse has imposed a suspension of business;
 - (6) In the event that the Seller has been subject to disposition for failure to pay taxes and other public charges;
 - (7) In the event that the competent authorities have imposed such punishments as an order for suspension of business on the Seller;
 - (8) In the event that the Seller has made a significant betrayal of trust against the Company;
 - (9) In the event of any other significant reason similar to any of the preceding items, that makes it hard to continue the Terms have arisen; or
 - (10) When the Company specially considers it necessary to protect the Buyer.
2. In the event that the ESA is deemed to have been canceled for a reason attributable to the Buyer among the cases when the Payment Received is refunded under each of the preceding items, the Company shall be entitled to refund the Payment Received obtained by deducting the Cancellation Commission (Purchase Price x 5% + 15,000 yen, the lower limit: 50,000 yen, hereinafter referred to as "Buyer Cancellation Commission") with consumption tax and all the actual expenses paid with evidence submitted by the Seller. Provided, however, that the Company shall not guarantee that the Seller will not claim compensation for damages from the Buyer.
3. In the event that the ESA is canceled for a reason not attributable to the Buyer or the Seller among the cases when money is refunded under paragraph 1 of this article, the obligation to pay the specified Cancellation Commission shall arise neither to the Buyer nor to the Seller, and the remittance fee required for refund shall

be borne by the Company.

4. The Company may judge whether or not the refund shall be made under paragraph 1 of this article, the Buyer Cancellation Commission under Paragraph 2 of this article shall be paid by the Buyer, based on the standards of the Company and depended on the negotiation records of the Buyer and the Seller.
5. The Buyer shall definitely lose the right to receive the refund of Payment Received from the Company when any of the following items have occurred:
 - (1) When the Company has remitted the Payment Received to the designated bank account by the Seller under the provisions of paragraph 7 of Article 8 (including the case when modified separately in the Terms);
 - (2) When the Buyer fails to claim a refund within two (2) years counting from the date when a reason for refunding has arisen to the Buyer or fails to present information on the effective financial institution about a refund; and
 - (3) In spite of arrangements for refund made under the provisions of paragraph 1 of this article, in the event that refund money has failed to arrive at the designated bank account by the Buyer within two (2) years counting from the day when a reason for refund has arisen as specified in each of the items of paragraph 1 of this article.

Article 10 (Disclaimer about Receiving Agent Service)

1. The Company shall not assume any responsibility for any damage incurred by the Buyer, regardless of whether the Company approves or rejects the arrival of money remitted from the Buyer when the Buyer breaches any of the Terms.
2. In addition to the preceding paragraph, the Company shall not assume any responsibility for damage incurred by the Buyer when remittance of money made by the Buyer fails to arrive for a reason of business restriction of the Designated Financial Institution (including but not limited to the presentation of an identification confirmation material of the remitter) or for any other reason. In order to judge the applicability of such business restriction of the Designated Financial Institution, the Company shall be entitled to request the Buyer to present personal information.
3. In the event that the necessary documents such as images and documents that enable the Buyer to legally receive the product, confirmed by the Company have been falsified or altered, the Company shall assume no responsibility for the Buyer even if the Company has completed payment or any other process for the receipt amount in good faith.
4. The Buyer shall make all the negotiations on ESA with the Seller, and the Company does not owe obligation to explain the details of Purchase Price or demand for payment to the Buyer. Provided, however, that the Company shall not be prevented from making an inquiry to the Buyer about the status of performance of the ESA, and in this case, the Buyer shall have to reply to an inquiry from the Company.
5. Except in the case where there is any willful intention or gross negligence on the part of the Company, the Company shall assume no responsibility for any disadvantages or damages incurred by a Registered Member as a result of using the Receiving Agent Service or a failure to use the Receiving Agent Service.
6. Any risks accompanied by fluctuation in foreign currency exchange rates when the Receiving Agent Service is used shall be borne by the Seller or Buyer, and the Company shall assume no responsibility.

Article 11 (Disclaimer in Transaction of Applicable Product)

1. With parties of the Seller and the Buyer, ESA shall be concluded directly between both parties and shall be performed under the responsibility of both parties. Unless otherwise agreed specially, the Company will not serve as the agent or mediator for the Seller or the Buyer. The Company shall assume no responsibility for the Buyer with regard to any conduct taken by the Seller.
2. The Buyer shall settle, at its own expense and responsibility, any and all the troubles on ESA, between the Buyer and the Seller, such as non-arrival of the Applicable Product, non-arrival of the original of documents

required for the Buyer to legally receive and use the product, Applicable Product's wrong item, stolen item, lost item, outstanding debt property, defect, stain and breakage, error, fraud, identity theft, seizure proceedings by the creditor against the Seller, bankruptcy of the Seller, agreement cancellation, accident during transportation of the Applicable Product, etc., and the Company shall assume no responsibility.

3. In the event of a dispute with an Exhibitor or any other third party has arisen or when damage has been caused to an Exhibitor or any other third party, a Registered Member shall settle the applicable dispute at its own expense and responsibility, and shall compensate for damages. In this case, when the Company receives a claim for compensation for damages from the Exhibitor or any other third party, the Registered Member shall compensate the Company for all the expenses paid by the Company (including money paid by the Company according to court judgment or settlement and the Company's attorney's fees).
4. Even in the case the Seller has paid to the Company cancellation commission for a reason attributable to the Seller or the Buyer's actual expenditure, the Company shall not assume responsibility for using such cancellation commission and actual expenditure to compensate for damages incurred by the Buyer.

Article 12 (Other Disclaimers)

In addition to disclaimers herein stipulated separately, Registered Member shall accept that damage resulting from any of the following items may occur, as the properties of the Service to any of them, and shall exempt the Company from any of such damages

- (1) Suspension of services resulting from such as a failure in a communication environment or maintenance;
- (2) A malfunction in the system, or loss of opportunities as a result;
- (3) Data losses due to disk crash in the server;
- (4) Any damages and liabilities resulting from posting on the website or any other website managed or operated by the Company, from complaints, inquiries, trouble in transactions between a Registered Member (the Buyer) and an Exhibitor (the Seller) while Company is not involved with such listing;
- (5) Any responsibility for nonperformance of obligations herein stipulated in the event of a natural disaster, an act of God, or any other inevitable force prevents the performance; and
- (6) In addition to each of the preceding items listed, any disadvantages or damages incurred by a Registered Member resulting from usage or non-usage of BIGLEMON Service, except in the case where there is any willful intention or gross negligence on the part of the Company.

Article 13 (My Page)

1. With the use of My Page, a Registered Member shall manage sales negotiations and messages exchanged with an Exhibitor or the Seller.
2. The Registered Member shall accept that information attached on My Page may be deleted after having been stored for a certain period of time and agree that restoring the such deletion can not be requested.
3. The Company shall be entitled to view the contents of messages on My Page in order to manage the Service and provide the Receiving Agent Service.
4. The Company may notify the Registered Member or the Buyer of necessary information through My Page. In this case, the validity of notification from the Company shall follow the provisions of Article 22, and Registered Member shall not be entitled to claim a lack of awareness about the applicable notification.

Article 14 (Provision of Support Service)

Regarding support on the Service, the Company will receive the inquiry form displayed on the website of the Service.

Article 15 (Effective Period)

The effective period of the Terms is indefinite as long as Registered Member use the Service of the Company. Provided, however, that even during the effective period of the Terms, when terminating the provisions of the

Service with prior notification either in writing or by posting on the website managed and operated by the Company, the effective period of the Terms shall expire at the point stated in the notification. In addition, regardless of whether the effective period has expired or the Terms are canceled, the provisions regarding confidentiality, compensation for damages, and agreed jurisdiction shall remain effective even after the expiration of the Terms.

Article 16 (Cancellation and Premature Termination of Agreement)

1. When the other party hereto comes under any one of the following items, the Company or a Registered Member shall be entitled to immediately cancel this Agreement by giving notice to the other party.
 - (1) When having breached any of the obligations under this Agreement or when having breached any other agreement with the other party and having failed to cure within thirty (30) days after receipt of a reminder for cure or the non-breaching party has judged that cure of a breaching of obligations cannot be expected;
 - (2) When having received a declaration of suspension of payment, bankruptcy, the start of an application with the court for civil rehabilitation proceedings, the start of corporate reorganization under court supervision, special liquidation, or any other procedures similar thereto;
 - (3) When a draft or check has been dishonored;
 - (4) When the dissolution of business has been resolved or a dissolution order has been given;
 - (5) When having been subject to a declaration of provisional attachment, attachment, provisional disposition, or auction, or has been subject to disposition for failure to pay taxes;
 - (6) When having been revealed to be an antisocial force as stipulated in Article 23 of the Terms; and
 - (7) When any other significant reason that makes it difficult to maintain the relationship of mutual trust has arisen.
2. When coming under any one of the items in the preceding paragraph, a Registered Member shall forfeit the profits for the term with regard to all the obligations to the Company (not restricted to obligations under this Agreement) and shall immediately pay all the outstanding obligations in cash to the Company.
3. In the event that any of the reasons in paragraph 1 of this article has occurred to a Registered Member, the Company shall be entitled to suspend the provisions of the Service without giving any notice to the Registered Member.
4. In the event that the Company and a Registered Member conclude an agreement other than the Terms, and the Company cancels an applicable other agreement for a reason arisen to the Registered Member, the Company shall be entitled to cancel the Terms as well.
5. When having paid all the obligations to the Company and the Seller, the Registered Member shall be entitled to cancel the Terms freely. Also, in this case, the Company shall store information on the use of history and sales of the Registered Member and shall reserve the right to disclose by taking the appropriate process when disclosure is necessary.

Article 17 (Confidentiality)

1. The Company and a Registered Member shall exercise utmost care in retaining confidentiality of the contents of this Agreement and any and all technical, sales and other business information (hereinafter referred to as "Confidential Information") of the other party disclosed or obtained in relation to this Agreement, and without the prior written approval from the other party, either party shall be prohibited from disclosing, divulging or reselling confidential information to a third party, nor reproducing, processing or using such for any purpose other than that for performing this Agreement, with the exception of public knowledge or any items that either party hereto obtains independently. Both the Company and the Registered Member shall have taken appropriate steps to have their own employees observe the obligation to retain confidentiality. In the event of a breaching of this provision, a retainer of Confidential Information shall claim an injunction against breaching of confidentiality to a breaching party, and the breaching party shall assume the obligation to pay compensation for damages. Further notwithstanding the provisions of Article 18 of the Terms, the breaching party shall assume the obligation to pay profits that the breaching party has obtained as a result of breaching the obligation

- of such confidentiality as compensation for damages (for the purpose of this provision, the amount the retainer has reasonably estimated is supposed to be the applicable profits unless the breaching party proves otherwise).
2. The provisions of this article shall survive for five (5) years after the expiration of this Agreement.

Article 18 (Compensation for Damage)

1. When having caused damage to the other party with regard to the performance of obligations under the Terms, the Company and a Registered Member shall compensate for such damage, except for the case of paragraph 2 of this article.
2. In the event that a Registered Member is in arrears with the payment of Buyer Cancellation Commission, etc., the Registered Member shall pay delinquent payments to the Company at the rate of 14.6 percent per annum from the due date for payment until the payment has been completely settled.
3. Even in the event the Company has admitted assuming the obligation to compensate the Buyer for damages, the upper limit of damages for which the Company compensates shall be the amount of the Purchase Price.

Article 19 (Prohibition of Transfer of Rights, and Succession of Rights and Position)

1. Without the prior approval from the Company, the Registered Member shall be prohibited from transferring or pledging as security to a third party any of the rights and obligations arising under this Agreement and each ESA.
2. In the event that the Company arbitrarily compensates each ESA for damages incurred by the Buyer, and the Company so requests, the Buyer shall transfer to the Company the position of the Buyer, the ownership of the Applicable Product, the right to claim compensation for damages from the Seller, and any other rights that the Buyer possesses to the Seller.

Article 20 (Severability of Agreement)

Even in case any part of the provisions in the Terms is judged to be invalid or unenforceable, the other provisions in the Terms shall remain valid and enforceable to the maximum extent possible under the applicable laws without being affected at all. Any provisions judged invalid shall be deemed to have been replaced by any valid and enforceable provisions that are as close as possible in details to those agreed by the parties.

Article 21 (Governing Laws and Court of Jurisdiction)

The Terms and the Service shall be governed by the laws of Japan. In the event of the initiation of legal action relating to the Terms, the Tokyo District Court or Tokyo Summary Court shall assume exclusive jurisdiction as the court of first instance

Article 22 (Notification)

When having judged it necessary to notify the ESA under the provisions of the Terms or for any other case, the Company will notify the ESA by email, postal mail, telephone, facsimile, posting on the website managed and operated by the Company, or any other appropriate means unless otherwise specified herein. In this case, notification shall be deemed to have reached the Registered Member at the time when the Company transmits such notification by document, email, or facsimile. In the case of posting on the website, notification shall be deemed to have been reached at the time of posting.

Article 23 (Elimination of Antisocial Forces)

The Company will not execute transactions with antisocial forces (referring to any of organized crime groups, members and sub-members of organized crime groups, organized crime group-associated organizations, racketeer groups, groups engaging in criminal activities under the pretext of conducting social campaigns, and crime groups specialized in intellectual crimes, individuals and corporations similar thereto, and any other organizations and persons closely related thereto, regardless of whether it is at present or in the past, and the

same shall apply hereunder). In the event the Registered Member has been revealed to be antisocial forces or the Registered Member has made unreasonable demand after transactions are started, the Company shall be entitled to cancel this Agreement and any other agreements concluded between the Company and the Registered Member, will thereafter eliminate the Registered Member from any transactions with the Company, and will terminate any other relationship. In this case, the Registered Member shall assume the responsibility for payment of the usage fees and for fulfilling all the other obligations set forth in the Terms.

Article 24 (Languages)

The Japanese language version of the Terms shall be the official text, and shall be construed accordingly. Even in the case where a translation in English or any other language version is attached for reference of the Registered Member and the Buyer, the contents of the translated version shall have no effect on the interpretation of the Terms.

Article 25 (Standard Term Provision)

The Terms shall have the natures of a standard form agreement under the revised Civil Code to enter into force from April 2020.