

Contract terms and conditions for Internet research service

These Terms and Conditions of Entrustment for Internet Research (hereinafter referred to as "these Terms and Conditions") shall apply to the Contract for Use of Internet Research Services (hereinafter referred to as "this Agreement") provided by GMO Research Co., Ltd. (hereinafter referred to as "GMOR") to Applicants.

Article 1 (Establishment of Agreement)

1. The Applicant shall apply for the Internet Research Entrustment Agreement (hereinafter referred to as the "Agreement") by placing an order by e-mail with the Applicant clearly stating that he/she agrees to this Agreement.

2. GMOR shall send an e-mail to the Applicant within five (5) business days after the date of the application for this Agreement.

The conclusion of this Agreement shall be effected by sending by e-mail to the Applicant that

3. GMOR accept the application for this Agreement.

4. Notwithstanding the preceding paragraph, this Agreement shall be deemed to have been concluded if five (5) business days have passed without the Applicant's manifestation of intention to refuse the Applicant's application.

Article 2 (Contract)

1. Upon execution of this Agreement, the Applicant shall entrust to GMOR and GMOR shall entrust them with the services pertaining to Internet research (hereinafter referred to as the "Services") described in the e-mail at the time of order placement.

2. The outsourcing of the Services shall be a subcontract.

3. GMOR are obliged to conduct Internet research, but GMOR do not warrant that Applicant's sales or profits will improve.

Article 3 (Definition of Specification)

If the Applicant does not finalize the Internet research specifications by the specified date, the Delivery Schedule Date shall be changed after due consultation with GMOR.

Article 4 (Delivery and Acceptance Inspection)

1. GMOR shall deliver the results of the Internet research (hereinafter referred to as the "Deliverables") to the Applicant by the scheduled delivery date.

2. If GMOR determine that the Deliverables cannot be delivered by the scheduled delivery date, GMOR may request the Applicant to do so and, after consultation with the Applicant,

change the scheduled delivery date.

3. The Applicant shall accept the Deliverables within five (5) days from the date of delivery and notify us of the reason if the Deliverables are rejected.

4. If the Applicant fails to notify GMOR of the rejection within the period set forth in the preceding paragraph, the Applicant shall be deemed to have passed the acceptance inspection.

Article 5 (Payment of Consignment Fee)

The Applicant shall pay to GMOR the Commission Fee in consideration of the Works by the due date.

Article 6 (Re-entrustment)

1. GMOR may re-consign a portion of the Services to a third party on our own responsibility. In this case, GMOR shall assume the same responsibility to the Applicant for the actions of the Subcontractor as GMOR do.

2. The Applicant shall not give instructions directly to the Subcontractor, and in the event the Subcontractor's actions are based on the instructions of the Applicant, GMOR shall not be liable for such actions as set forth in the preceding paragraph.

Article 7 (Warranty against Defects)

If a defect that could not be discovered by the acceptance inspection in Article 4 is discovered within one month after delivery of the Deliverables, the Applicant shall be entitled to demand the repair of the defect from us.

Article 8 (Warranty of infringement)

GMOR ensure that the Deliverables do not infringe upon the copyrights or other rights of third parties.

Article 9 (Scope of Damages)

1. The liability for damages which GMOR incur against the Applicant in connection with this Agreement shall in no event be limited to the ordinary damages which the Applicant directly and actually incurs due to reasons attributable to GMOR.

2. The amount of damages that the Applicant may claim against GMOR in connection with this Agreement shall be limited to the amount of the Commission Fee for the Services.

3. If the Applicant causes damage to GMOR for reasons attributable to the Applicant, GMOR may claim damages from the Applicant (including reasonable attorneys' and other experts' fees and expenses).

Article 10(Ownership of Copyright)

The copyright in the Deliverables shall be transferred from GMOR to the Applicant upon payment of the cost.

Article 11 (Prohibition of Assignment of Rights and Obligations)

The Applicant shall not transfer or pledge as collateral all or part of the rights and obligations arising out of this Agreement to any third party without our consent.

Article 12 (Confidentiality)

The Applicant and GMOR shall not divulge to others any trade or technical secrets or personal information of the other party learned under this Agreement during the term of validity of this Agreement or for five years after the termination of this Agreement.

Provided, however, that this shall not apply to the matters prescribed in the following items:

- ① Information already in the public domain
- ② Information that becomes part of the public domain through no fault of the receiving party after the receipt of the Confidential Information
- ③ Information obtained from a third party without the obligation of confidentiality
- ④ Information independently developed without recourse to information disclosed by the other party
- ⑤ Information that is required to be disclosed by a public agency having authority pursuant to the provisions of laws and regulations
- ⑥ In the event the Applicant and GMOR acquire the Personal Information held by the other party in the course of executing the contents of this Agreement, or receive disclosure from the Applicant, the Applicant and GMOR shall take reasonable measures to appropriately store such Personal Information in accordance with the provisions of laws and regulations, and shall not disclose, leak, provide, or allow the use of such Personal Information by a third party without the written consent of the other party.

Article 13 (late payment charge)

In the event the Applicant delays the payment of any monetary obligation under this Agreement, the Applicant shall pay to GMOR a late payment charge at the rate of 10% per annum (calculated on a prorated daily basis of 365 days per annum) for the late payment amount from the day following the due date until paid.

Article 14 (Guarantee)

GMOR shall not be liable to the Applicant in any matter for an any warranty other than as

provided in this Agreement, including the marketability of the Deliverables or their suitability for a particular purpose in any meaning, and any express or implied warranty in any way.

Article 15 (Measures upon Termination or Termination)

In the event the Applicant terminates this Agreement for any reason not attributable to GMOR, the Applicant shall notify GMOR in writing and pay a penalty equal to the Contract Amount multiplied by the progress rate of the Services.

The same shall apply in the event the Applicant breaches this Agreement and the Agreement is terminated by GMOR.

Article 16 (Termination without Notice and Forfeiture of Benefit of Time)

1. In the event the Applicant or GMOR falls under any of the following items, this Agreement may be terminated in whole or in part immediately without giving notice to the other party or providing performance of its obligations.

Even in this case, the claim for damages shall not be precluded.

- ① In the event of a breach of this Agreement
- ② In the event of suspension of business or rescission of business license or business registration, etc. by a competent authority
- ③ When a seizure, provisional seizure, provisional disposition, compulsory execution, auction for exercise of a security interest, disposition for delinquent tax, or any other similar procedure has been commenced
- ④ When a petition has been filed for an order of commencement of proceedings, etc. for bankruptcy, civil rehabilitation, corporate reorganization or special liquidation
- ⑤ When a bill or check drawn or accepted by himself/herself becomes dishonored at least once, or when a suspension of payment has been reached
- ⑥ In the event of dissolution as a result of merger, reduction of capital, abolition or change of business, or resolution for dissolution
- ⑦ In the event of any accident, industrial dispute, or other event that makes the performance of this Agreement difficult
- ⑧ In the event of any other material change in assets, credibility or solvency
- ⑨ Violation of Article 18 (Exclusion of Anti-Social Forces)
- ⑩ When there has been any fraudulent or other act of disloyalty to the other party

2. In the event the Applicant or GMOR falls under any of the items of the preceding paragraph, the Applicant or GMOR shall automatically forfeit the benefit of term and shall immediately repay all debts owed to the other party. Article 3 (Definition of Specification)

Article 17 (Sharing information among GMOR group companies)

GMOR shall be entitled to share with our group companies information on the Applicant obtained hereunder.

Provided, however, that GMOR Group Company may use such information only for the purposes set forth in the following items:

- ① Provision of information on products and services in each business
- ② Sales and provide of products and services in each business
- ③ Sending information on seminars, exhibitions, and events
- ④ Support for products and services
- ⑤ Response to inquiries
- ⑥ Provide of various membership services
- ⑦ Implementation and Analysis of Questionnaire Surveys
- ⑧ Performance of agreement
- ⑨ Business discussions, meetings and communications

Article 18 (Exclusion of Anti-Social Forces)

1. GMOR and the Applicant represent and warrant that will comply with each of the following items in the future.

- ① The company does not fall under any of the categories of anti-social forces (referring to organized crime group members, persons closely related to organized crime groups, persons for whom five years have not elapsed since the company ceased to be a member of organized crime groups, general meeting shops, target logos for social activities, special intellectual violence groups, and other similar groups; the same shall apply hereinafter).
- ② The anti-social forces are not effectively involved in the management of the Company.
- ③ Non-use of anti-social forces
- ④ Non-provision of funds to anti-social forces
- ⑤ The officer shall not engage in any other acts similar to those set forth in the preceding items.

2. In the event this Agreement is terminated for the reason of the breach of the preceding clause, the person who has been terminated shall compensate the other party for the damages incurred by the other party.

In addition, the person who has been terminated shall not make any claim against the other party for damages arising from the termination.

Article 19 (Remaining Provisions)

Even after the termination of this Agreement, the provisions of Article 9 (Scope of Damages), Article 11 (Prohibition of Assignment of Rights and Obligations) to Article 16 (Termination without Notice and Forfeiture of Term), this Article, Article 20 (Governing Law and Jurisdictional Agreement), and Article 23 (Modification of Terms and Conditions) shall remain in force.

Article 20 (Governing Law and Jurisdiction Agreement)

1. The governing law of this Agreement shall be the laws of Japan.
2. Applicant and GMOR agree that all disputes arising between Applicant and GMOR in connection with this Agreement shall be submitted to the exclusive jurisdiction of the Tokyo District Court or the Tokyo Summary Court as the court of first instance.

Article 21 (Matters for Consultation)

Any matters not stipulated in this Agreement or any doubts arising in connection with this Agreement shall be negotiated and determined in good faith by the parties hereto.

Article 22 (Handling of Personal Information)

The Applicant shall apply for the conclusion of this Agreement after agreeing to our "Personal Information Protection Policy" and "Handling of Personal Information" in the URL below.

URL: <https://gmo-research.jp/privacy>

Article 23 (Modification of Terms and Conditions)

1. GMOR may amend these Terms and Conditions by giving one month's notice on GMOR website.

Provided, however, that in the event the contents of the changes to this Agreement are minor changes, such as correction of errors or omissions, or the contents are in conformity with the general interests of the Applicant, GMOR may immediately change this Agreement.

2. If the Applicant is unable to agree to any amendment to this Agreement, the Agreement may be terminated in the future by submitting an application to GMOR no later than the Revision Date.
3. The Applicant shall be deemed to have agreed to the amendment if the Applicant does not notify him or her that he or she does not consent to the amendment of this Agreement by the Amendment Date.

Article 24 (Force Majeure)

GMOR shall not be liable for any delay or failure in the performance of the Individual Agreement in whole or in part due to war, acts of terrorism, riots, acts of God, alteration, abolition or enactment of laws and regulations, dispositions or orders by public authority, strikes or other acts of strike, accidents of transportation, or other causes of force majeure.

Article 25 (Severability)

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remaining provisions of this Agreement shall not be affected. In doing so, the parties hereto shall negotiate in good faith to replace such invalid provision with the nearest possible provision to the intent of such invalid or unenforceable provision.

Enforced December 1, 2019