

## Terms of Use for Promotional Product Application Documents

### Article 1 (Objective)

These Terms of Use set forth the conditions that shall apply between Gurunavi, Inc. (hereinafter, the "Company") and the contracting party, when the Company is contracted to provide to the contracting party, promotional services in relation to the products or services of the contracting party or a customer of the contracting party (hereinafter, the "Consigned Business").

### Article 2 (Conclusion of a Contract)

1. Following submission of application documentation from the contracting party to the Company in accordance with prescribed procedures, the agreement between the contracting party and the Company under these Terms of Use (hereinafter the "Agreement"), shall be deemed concluded upon approval by the Company, following prescribed reviews of said application.
2. In relation to the application of the preceding paragraph, the Company may specify the name of the branch or business office, etc. of the Company to which said application should be submitted. In such cases, the Company guarantees to the contracting party, that the relevant branch or business office retains the right to accept the application of the preceding paragraph from the contracting party.
3. When entering this Agreement on behalf one of its own customers, the contracting party guarantees to the Company, that the relevant customer has conferred to the contracting party all rights necessary for the conclusion of this Agreement and the performance of obligations under this Agreement.
4. Details of Consigned Business (including, but not limited to, content of consigned business, consignment fees, work periods, delivery dates), shall be set forth in specification documents other than application documents, determined through separate consultations (hereinafter referred to jointly with application documents as "Specification Documents, etc.").

### Article 3 (Execution of Consigned Business)

1. In accordance with Specification Documents, etc. the Company shall execute Consigned Business with the due care of a prudent manager.
2. On request by the contracting party or on completion of Consigned Business, the Company shall submit prompt reports on the status of Consigned Business execution status to the contracting party.

### Article 4 (Payment of Consignment Fees)

In accordance with Specification Documents, etc. the contracting party shall make payment of the invoiced amount set forth in the application document (hereinafter "Consignment Fees") to the Company.

### Article 5 (Loaned Goods)

1. In response to requests by the Company, the contracting party shall loan, free of charge, goods such as samples and other materials, etc. required for the execution of Consigned Business (hereinafter "Loaned Goods"). The Company shall not use Loaned Goods for any purpose other than the execution of Consigned Business, and shall manage such goods with the due care of a prudent manager.
2. On request by the contracting party or on completion of Consigned Business, the Company shall return or dispose of Loaned Goods in accordance with instructions from the contracting party.

### Article 6 (Changes to Consigned Business)

Where the contracting party or the Company desires changes to the content of Consigned Business for their own reasons, an application for such changes must be made to the other party in writing, clearly indicating the details of said changes and the reasons, etc. and consultations must be undertaken with the other party in good faith.

### Article 7 (Agreement Term)

The valid term of this Agreement shall be from the date on which the Agreement is concluded up to the date on which the Consigned Business is completed or on which the contracting party completes payment of Consignment Fees, whichever comes later.

### Article 8 (Contracting Party Information)

1. Along with the provision of information related to the products and services of the contracting party or a customer of the contracting party, required for the execution of Consigned Business (including image data, copyrighted materials, trademarks, trade names, logos and any other information provided by the contracting party, hereinafter "Contracting Party Information"), to the Company, the contracting party consents to the use of said Contracting Party Information by the Company within the scope of objectives for the execution of Consigned Business, using methods such as reproduction, adaptation and public transmission, etc.
2. The contracting party shall not exercise intellectual property rights against the Company in relation to Contracting Party Information (including, but not limited to, trademark rights, copyrights, and moral rights).
3. The contracting party must not include the following information in Contracting Party Information (including expressions. Same applies hereunder for this Article).
  - (1) Information that may mislead or confuse third parties
  - (2) Factually inaccurate or questionable information
  - (3) Information that indicates contempt for, or damages the dignity and

honor of, third party products or services

- (4) Information that may violate a third party's rights such as portrait rights, copyrights, and trademark rights, etc.
  - (5) Information that includes computer viruses or other malware
  - (6) Other information prohibited by the Company
4. The contracting party must complete all necessary rights management affairs with the relevant third parties in advance, under its own responsibility and expense, to ensure that the copyrights, moral rights, portrait rights, trademark rights, other intellectual property rights or any other rights of a third party will not be violated through the use of Contracting Party Information by the Company.
  5. The contracting party shall bear all responsibility in relation to a third party regarding Contracting Party Information consistency with facts and other Contracting Party Information. The Company shall bear no responsibility in relation to Contracting Party Information.
  6. In relation to Contracting Party Information, the contracting party shall comply with all applicable laws and regulations in Japan and other locations where Consigned Business will be executed (including, but not limited to, laws and regulations pertaining to disclosure and consumer protection).
  7. In cases where the Company deems the contracting party to be in violation of any part of this Article, the Company may request changes to Contracting Party Information or amend Contracting Party Information at its own discretion.
  8. In the event of a dispute between the Company and a third party in relation to Contracting Party Information, the contracting party shall respond to said dispute in a sincere manner, at its own responsibility and expense, and shall not inconvenience the Company in any way.
  9. In the case of the preceding paragraph, if the Company responds to the dispute, and in so doing incurs costs for the resolution of said dispute, the contracting party shall bear the full amount of costs incurred by the Company (including, but not limited to, lawsuit costs, attorney's fees, etc.), as claimed by the Company.

### Article 9 (Copyrights related to Consigned Business)

Information, data, copyrighted materials and all other intellectual property rights (including, but not limited to such provided by the contracting party), acquired through the execution of Consigned Business or created within the process of executing Consigned Business, shall be retained by the Company. However, this excludes cases otherwise agreed in writing.

### Article 10 (Termination of Consigned Business Execution)

1. In the event of cases corresponding to any of the following paragraphs, the Company may terminate execution of Consigned Business without prior notice.
  - (1) When the execution of Consigned Business is not possible or difficult due to accident, disaster, maintenance, version updates or other technical reasons involving the facilities of the company or a telecommunications carrier, etc.
  - (2) When the execution of Consigned Business is not possible or difficult due to reasons not attributable to the Company
2. When the contracting party is in violation of this Agreement, the Company may terminate execution of Consigned Business without prior notice at any time during the period up to the resolution of said violation.
3. In the event of preceding Paragraph 2, the Company shall be exempt from any nonfulfillment of obligations in relation to the contracting party, and shall not bear any losses due to such action.

### Article 11 (Exemptions)

On completion of Consigned Business, the Company shall not offer any guarantees or indemnification with regard to any losses or damages incurred, or advantages that should be gained, by the contracting party through the utilization of Consigned Business results by the contracting party. In addition, the same shall apply for any losses or damages incurred, or advantages that should be gained, by a third party related to the contracting party or in any way involved in the execution of Consigned Business.

### Article 12 (Compensation)

Regardless of the cause of the claim, responsibilities borne by the Company in relation to the contracting party, either caused by or related to the execution of Consigned Business shall, (i) be limited to the scope of real and actual normal damages incurred as a direct result of the causal action (excluding special damages, indirect damages and lost profits, regardless of predictability), and (ii) be limited to Consignment Fees payable by the contracting party to the Company. However, this shall not apply in cases involving intent or gross negligence on the part of the Company.

### Article 13 (Personal Information and Confidential Information)

1. The contracting party and the Company shall adopt safe and appropriate methods for the strict control of all personal information and trade secrets, etc. (hereinafter referred to collectively as "Confidential Information, etc.") of the other party, acquired directly or indirectly in relation to the execution of Consigned Business, regardless of whether such information is acquired directly or indirectly, in compliance with applicable laws and regulations related to the protection of personal information, the prevention of unfair competition, and other related laws and regulations in Japan and locations where Consigned Business will be executed.
2. Excluding cases in which the contracting party or the Company has

obtained prior written consent from the other party (for personal information, the consent of the person to whom the relevant information pertains is required.), neither party hereto may utilize Confidential Information, etc. for any purpose other than the execution of Consigned Business, or disclose/leak said information to a third party.

3. In the execution of Consigned Business, neither the contracting party nor the Company may disclose Confidential Information, etc. to any persons other than their own executive officers and personnel for whom knowledge of said Confidential Information, etc. is necessary.

4. When the disclosure of Confidential Information, etc. is enforced under laws and regulations, the contracting party or the Company may disclose the relevant Confidential Information, etc. along with indications to the effect that the confidentiality of said information should be protected, within the scope of said enforcement. In this case, the party undertaking the disclosure of confidential information must notify the other party prior to or immediately after such disclosure.

5. On request by either party hereto, or on completion of Consigned Business, the contracting party or the Company must return or dispose of Confidential Information, etc. in accordance with the instructions of the other party.

6. In cases where either party hereto is in violation of or is likely to be in violation of this article, said party must immediately notify the other party of such violation or likely violation, and immediately implement measures specified by the other party.

7. The obligations set forth under this article shall remain in force for a period of three (3) years after the termination of this Agreement.

#### **Article 14 (Termination)**

1. Either party hereto may terminate this Agreement without any notice or warning in the event that the other party corresponds to any of the following items.

(1) When either party has ceased its own operations

(2) When either party is found to be in violation of this Agreement, and having received warnings to undertake corrections within a determined suitable period, has nonetheless failed to undertake corrections within said suitable period.

(3) When either party stops payments, or becomes subject to claims for provisional seizure, seizure, auction, bankruptcy, commencement of civil rehabilitation procedures, commencement of corporate reorganization procedures, commencement of special liquidation procedures, special mediation or other similar procedures.

(4) When either party passes a resolution for merger, transfer of business or liquidation.

(5) When either party is subject to suspension from trading by a clearing-house.

(6) When either party is subject to disposition for failure to pay tax or public dues.

(7) When there are sufficient grounds to acknowledge that the financial status of either party has deteriorated or is likely to deteriorate in a manner other than mentioned in items 3 through 6.

(8) When the whereabouts of either party become unknown for reasons attributable to said party, such as failure to submit notification of change of address, etc.

(9) When a failure by either party to deal promptly with a claim from a third party can be reasonably inferred.

(10) When the contracting party's non-conformity to criteria for review set forth in Article 2 is confirmed ex-post, or when the contracting party ceases to conform to said criteria.

(11) When it can be reasonably determined that either party is associated with antisocial forces or can be acknowledged to have relations with antisocial forces.

(12) When either party does not possess the necessary approval/authorization to conduct its own business, or when actions in violation of other laws and regulations or social morals, etc. by either party can be reasonably inferred.

(13) When the presence of other serious grounds that render the continuation of this Agreement difficult can be reasonably inferred.

2. When the contracting party or the Company corresponds to any of the preceding items, said party shall naturally lose the benefit of time, and shall immediately make settlement for all monetary liabilities borne in relation to the other party.

3. Termination under this article shall not prevent compensation for damages in relation to the other party. In addition, in relation to the contracting party, the Company may claim costs incurred in the execution of Consigned Business up to the date of termination.

#### **Article 15 (Sub-contracting)**

The Company may sub-contract all or part of the Consigned Business to a third party under its own responsibility.

#### **Article 16 (Transfer and Succession of Rights and Obligations, etc.)**

Excluding cases where the contracting party or the Company has obtained prior written consent from the other party, neither party hereto may transfer to a third party, allow a third party to succeed, or pledge as collateral, the contractual status afforded under this Agreement or any rights or obligations derived through this Agreement.

#### **Article 17 (Notification)**

1. When changes are made to address, contact or other notification details, the contracting party shall immediately notify the Company of said changes in accordance with prescribed procedure.

2. The Company shall bear no responsibility in cases where a failure to undertake the aforementioned notification of changes to notification details results in losses to the contracting party.

#### **Article 18 (Governing Law and Competent Courts)**

This Agreement shall be interpreted under the laws of Japan, and regarding any disputes arising from or related to this Agreement; both parties hereto agree that, in accordance with the value of the claim, these shall come under the jurisdiction of the Tokyo District Court or the Tokyo Summary Court in the first instance.

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