

## Terms and Conditions of Use

This Terms and Conditions of Use ("Terms and Conditions") shall apply to the access to and use of the online balance confirmation service "Balance Gateway" ("BG") which is provided by Audit Confirmation Center GK ("ACC").

### 1. Application of Terms and Conditions

Officials, employees and contractors of auditing firms, entities under audit and confirming entities (in the case where a confirming entity is an individual, he/she is included) who are guided by ACC are permitted to use BG. Users are required to accept Terms and Conditions before using BG. Users are also required to accept Terms and Conditions on behalf of the organization which they work for or belong to as an official, employee or contractor ("Organization"; in the case where a confirming entity is an individual, Organization shall be read as the confirming entity itself.). If User accepts Terms and Conditions, Terms and Conditions shall be a legally binding contract to which User and Organization are the parties and ACC is the other party.

In the case where Organization and ACC have entered into a contract regarding the access to and use of BG by Organization (including officials, employees or contractors who work for or belong to) ("BG Usage Contract"), the access to and use of BG by Organization and User shall be governed by BG Usage Contract and Terms and Conditions.

BG may consist of several applications, tools and websites. User and Organization may be required to accept, in addition to Terms and Conditions, supplement terms and conditions ("Supplement Terms and Conditions") in order to access and use a particular application, tool and website of BG. Supplement Terms and Conditions will be provided by showing on BG or in the form of the link on BG. In the case where Supplement Terms and Conditions is applicable, the access to and use of BG by Organization and User shall be governed by Supplement Terms and Conditions and Terms and Conditions.

If any conflict arises among Terms and Conditions, BG Usage Contract

and Supplement Terms and Conditions, the priority shall be determined in accordance with 14A of Terms and Conditions.

## 2. Registration, Related Matters and Restriction

### A) Eligibility

In order to be eligible to use BG, it is required that: (1) User has the full ability/capacity and authority to enter into Terms and Conditions by himself or herself or on behalf of Organization; and (2) User is not prohibited to accept Terms and Conditions and use the whole or a part of BG by ACC, Organization or contractual, regulatory or other legal restrictions. User represents and warrants that he or she meets all of such eligibility requirements. In the case where User ceases to meet one of such requirements, he or she must report the said to ACC immediately.

### B) User Account and restrictions on use

In order to access BG, User needs a user name and a password ("User Account"). User and Organization shall bear responsibility for violation of Terms and Conditions through the User's User Account until the User Account becomes invalid. User and Organization shall consent each of the following:

- (1) Only single User Account is created and kept with respect to one User at any time. User may not keep multiple User Account when using BG. This User Account is for the User only and may not be shared with or assigned to any third party including other officials of Organization;
- (2) User accesses only permitted sections of BG and does not attempt to access other areas of BG;
- (3) User and Organization acknowledge that registered information with respect to their use is not false and that not only User, Organization and ACC but also auditing firm, entity under audit, confirming entity, etc. will bear damage if User Account of User is created or used improperly. User and Organization maintain its password of User Account in a secured and confidential manner;
- (4) User may not delete any indication regarding copyrights, trademarks or other titles posted on BG or its contents by ACC or a third party; provided, however, that data which the User has uploaded (see below) or data which a person other than the User has uploaded and

the User is permitted to delete shall not be the subject of this provision;

- (5) User and Organization comply with any and all law applicable to the access to and use of BG (including all law and rules regarding confidentiality of data, export control and security);
- (6) User immediately stops all use of User Account and BG in the event that the employment, contracts for work (*Ukeoi*), mandates (*Inin*) or other business relationship between User and Organization is terminated. Organization is obliged to let User stop using BG in the event that the employment or business relationship between the Organization and the User is terminated. Organization shall bear responsibility for all of damage, loss and costs, etc. incurred by ACC caused by User's use of BG after the employment or business relationship between the User and the Organization is terminated;
- (7) User and Organization do not make reverse engineering of source code of software related to BG, decompiling or attempt to pull out source code. User and Organization do not modify, amend or create derivatives of the source code, program, methodology, process, tool or device of BG or related to BG ("Technology");
- (8) User and Organization do not lease (*Chintai*) resale, lease, lend, permit for sublicense any right of BG or attempt to transfer of the right;
- (9) User and Organization do not conduct any action which interferes, directly or indirectly, the normal operation of infrastructure of ACC or a service provider or any action which places undue burdens on ACC's infrastructure (including spamming and distributing computer viruses or malicious codes);
- (10) User and Organization consent that by the access to or use of BG, User's User Account, IP address, user agent, access logs such as IP address and day and time when User uses BG will be recorded and used for the purposes such as surveillance of improper use of BG; and
- (11) User and Organization do not file a petition for invalidation of the patent with respect to validity of the patent regarding BG or file other petitions to dispute validity of such patent with a court during the period for using of BG.

C) Notice about violation

User and Organization shall immediately notify ACC when User and Organization notice unauthorized use of User's User Account or other violations of obligations under Terms and Conditions.

3. Use of BG

A) Rights of access and use

Subject to the compliance with all obligations under Terms and Conditions by User, ACC grants User limited, revocable, non-exclusive, non-transferable, non-sublicensable rights to access and use permitted sections of BG to the extent explicitly permitted by Terms and Conditions.

B) Use of BG's contents and Technology

User and Organization shall meet the following:

- (1) User and Organization pay at least the same attention as Organization does when it protects its proprietary information and confidential information (not less than duty of reasonable care at any time) and keep BG's contents and Technology confidential;
- (2) User and Organization access, use and download BG' content and Technology only in relation to the process of sending confirming notices;
- (3) Unless required by law, User and Organization limit access to BG's contents only to persons who bear confidentiality duty and have needs to access it directly and immediately;
- (4) User and Organization save and reflect legal notices of copyrights, confidentiality duty or others shown on the materials when accessing BG on all of copies (printed materials or electrical copies) of BG's contents and comply with such obligations;
- (5) User and Organization do not modify, resell, make public, transmit, participate in forwarding or sales, copy, create derivatives, distribute or inappropriately utilize in any form all or part of BG' contents; and
- (6) User and Organization do not copy, download, restructuring, amend or broadcast all or part of BG's Technology.

C) Terms and conditions for a third party use

Links in BG may lead to resources, websites and tools which ACC does not manage and a third party maintains. User and Organization shall comply with applicable terms and conditions, rules or other contractual

matters of the third party when using such resources, websites and tools.

#### 4. Uploaded Data

##### A) User and Organization's obligations regarding Uploaded Data

On BG, it is possible to input, upload, amend or make available (collectively, "provide") all of data, documents, files, comments and other information and materials (collectively, "Uploaded Data"). User and Organization warrant that Uploaded Data uploaded on BG by User meets the following:

- (1) Provision of Uploaded Data is properly allowed by Organization;
- (2) Contents which are reasonably deemed to be false, offensive, inappropriate, defamatory, embarrassing, duress or harming are not included in Uploaded Data; and
- (3) Uploaded Data and provision of Uploaded Data by User do not violate or infringe law, rules or business standards applicable to User or Organization (including third party's privacy rights, copyrights, trademarks and other intellectual rights).

##### B) Access to and use of Uploaded Data

With respect to the access to and use of Uploaded Data, User and Organization consent the following:

- (1) Uploaded Data is manageable on BG by ACC. In addition, User and Organization are allowed to access sections permitted by the auditing entity which does audit confirmation business using BG. Uploaded Data on BG is available only to persons permitted by such auditing entity;
- (2) During a certain limited circumstance and limited period, Uploaded Data can be accessed by subcontractors (i.e. a third party who provides managing, supporting, administrative and hosting services of BG to ACC, each of who bears confidentiality duty.) in the case required by managing sites, troubleshooting, system maintenance, emergency support, other technical support or law or legal proceedings; provided, however, that the access to confidential information by the subcontractors will be limited to the extent necessary to achieve these purposes;
- (3) ACC may delete some of Uploaded Data which ACC decides to be provided in violation of Terms and Conditions, BG Usage Contract, or

Supplement Terms and Conditions, to be outdated, or to become meaningless for User or Organization; provided, however, that ACC shall not bear obligations to examine perfection, plausibility or timeliness of Uploaded Data or obligations to review the nature and contents of Uploaded Data; and

(4) ACC may use Uploaded Data (excluding confidential information set forth in Article 27 of the Certified Public Accountants Act) with respect to management of BG (including use of such Uploaded Data as statistic information for the purpose to improve quality or efficiency of BG or the process of sending confirming notices through BG).

5. Other Disclosure of Information regarding User and Protection of Personal Information

User and Organization shall comply with law, requirement of regulations and business standards, and acknowledge and accept that ACC may disclose User's User Account and Uploaded Data to other people when ACC decides in good faith it is necessary to avoid damage or when the ACC's privacy policy otherwise sets forth to the extent permitted by applicable law; provided, however, that ACC shall give a notice to User and Organization in advance to the extent practically possible. User consents the ACC's privacy policy together with Terms and Conditions.

6. No Business Relationship

A) Restriction by business relationship

No business relationships in any nature will be established between ACC and User or Organization only by User's use of BG or User's corresponding or communication with ACC; provided, however, that in the case where there already exists business relationships with ACC, such relationships will not terminate by User's use of BG.

B) No relationship with suppliers of ACC

BG (including its contents and Technology) is operated, supported or managed by ACC or licensed to ACC. However, User uses BG in accordance with the ACC's guidance, and the service User receives and User's relationship relating to the use of BG are those which are between ACC and User and governed by Terms and Conditions, BG Usage Contract and Supplement Terms and Conditions. With respect to the management of BG, any of ACC's suppliers does not provide services directly to User

and Organization or establish business relationships with User and Organization.

## 7. Usefulness

### A) No guarantee of usefulness

There is no guarantee that User can use BG anytime when User and Organization intend to use it. In case of necessity of maintenance, examination or improvement, ACC may amend, stop, limit or suspend BG.

### B) No guarantee of storage

BG is not document archives or storage services. Because ACC does not guarantee of storage and maintenance of Uploaded Data to User and Organization, User and Organization need to save all of copies of Uploaded Data by its own decision.

## 8. Access

BG is a service assumed to be used by way of the Internet and the service quality may be deteriorating or disconnected depending on the traffic conditions on the Internet. It is User and Organization's responsibility to secure software and hardware to be able to access validly by way of the Internet. User and Organization are required to be responsible for making payments and obtaining necessary licenses regarding the access to BG through User's internet providers and comply with the contracts with such providers.

## 9. Intellectual Property Rights

### A) Intellectual property rights in BG

BG, its contents and Technology are protected by copyright laws, trademark laws and other laws of Japan and other countries. Unless otherwise permitted explicitly by Terms and Conditions, ACC and ACC's suppliers reserve all rights regarding BG, its contents and Technology.

### B) Feedback

User and Organization may provide ACC with feedbacks, ideas, or other proposals regarding BG ("Feedback"). By providing Feedback, User and Organization (if applicable) shall transfer to ACC any and all rights, titles and interests regarding Feedback including all of patents, copyrights, trademarks, trade secrets and other intellectual property rights along with

business rights and related filings. These include amendments and derivatives of Feedback determined at ACC's discretion. User and Organization (if applicable) shall waive, in an irrevocable way, rights to publish, rights to indicate name, identity rights, publicity, privacy rights, moral rights, rights to investigate or rights to accept any matter regarding the use or incorporation of Feedback. User and Organization acknowledge that ACC does not promise the use or incorporation of Feedback.

#### 10. Limited Liability and Indemnification

ACC does not provide to User and Organization professional advice or services by permitting User to access BG (including any content, Technology and output). It is necessary for User and Organization to consult with appropriately qualified professionals before making a decision or taking an action which may affect somewhat User or Organization's finance or business and.

Although ACC makes BG useful and safe by taking commercially reasonable actions to the extent permitted by law, BG (including Technology, contents and outputs) is provided without any guarantee and on an as is basis. ACC's suppliers are not obligated to provide User and Organization with maintenance and support services or update, upgrade, expansion, new function, modification, patch, bug fix or equivalent deliverables. Without limitation to the foregoing, to the extent permitted by law, regulations, rules or guidelines applicable to ACC or ACC's services, ACC does not warrant that BG is safe or without any error, or there is not any virus and malicious code or that BG meets a certain performance or quality standards. ACC also explicitly denies all implied warranties (including the warranties regarding quality, title and fitness for a specific purpose, no infringement of rights, interchangeability, security and accuracy).

To the extent permitted by law, regulations, rules or guidelines applicable to ACC or ACC's services, (a) User and Organization shall use BG at its own risk and bear responsibility and damage risks (including the case related to service or loss of data) arising out of User's use and (b) ACC bears no responsibility against User and Organization with respect to



damages regarding use of BG including Technology, contents, outputs, direct and indirect damages, special damages, incidental damages, consequential damages, punitive damages or other damages (regardless of contractual, statutory, tort (including negligence) or other grounds).

As mentioned before, links in BG may lead to resources, websites or tools which ACC does not manage and a third party maintains. ACC does not warrant or represent the accuracy or other matters of such resources, websites or tools.

Limitation of liabilities above shall apply not only to ACC but also to ACC's employees and suppliers.

To the extent permitted by law, regulations, rules or guidelines applicable to ACC or ACC's services, Organization shall consent to indemnify ACC and ACC's employees and suppliers with respect to costs, damages, losses or expenses which ACC and ACC's employees and suppliers bear or which are claimed to such people as a result of violation of Terms and Conditions by User or Organization (including a third party claim alleging that Uploaded Data infringes intellectual property rights or other rights of someone or some organization).

The above-mentioned limitations on liabilities or indemnification may be invalid due to law, regulations, rules or guidelines applicable to ACC or ACC's services. All or part of limitations on liabilities or indemnification may not be applied to User or Organization. In the case where limitations on any of liabilities or indemnification set forth in this Article is invalid or impossible, (1) in such jurisdiction, the interpretation shall be reviewed in order to achieve the purposes as much as possible to the extent permitted by applicable law, regulations, rules or business standards and the rest of provisions all are deemed to survive validly and (2) in other jurisdictions, all of Terms and Conditions shall remain in force.

## 11. Invalidation of User Account

### A) Invalidation of User's User Account

ACC may check the status of User's use of BG. When ACC decides that

User violates obligations under Terms and Conditions, ACC may anytime invalidate User Account relating to such violation. When User Account has not been used for a long period or when ACC decides that it is improper to maintain User Account, ACC may anytime invalidate such User Account which ACC decides improper.

B) Effect of invalidation

User's right to access all or part of BG through its User Account shall terminate immediately by invalidation of such User Account. In addition, ACC may prohibit future use of BG through such User Account and also block access to BG by the IP address or series of IP address relating to User of such User Account. By invalidation of User Account, Article 3A of Terms and Conditions will become ineffective. The rest of the provisions of Terms and Conditions continues to survive.

12. Notice

A) Notice from ACC to User

Notices from ACC to User regarding Terms and Conditions or BG shall be given in any of the following ways. User must keep the contact information of User Account latest and accurate.

- (i) general posts toward user on BG;
- (ii) telecommunication function available through User's User Account; or
- (iii) email to email address related to User's User Account or mail to the physical address by other means.

B) Notice from User and Organization to ACC

Notices from User and Organization to ACC regarding Terms and Conditions or BG shall be given in any of the following ways. (i) email, (ii) delivery by hand, (iii) express mail, mail with a specific certificate, registered mail, delivery company or delivery service ("Delivery"). Notices by email received by the other party shall be deemed to be reached at the time of transmitting. Notices by delivery by hand or Delivery shall be deemed to be reached at the time of receipt or rejection of such notice.

13. Caution for Use

When sending a confirmation notice, User may include only one entity under audit and one confirming entity per confirmation notice. User may not include multiple entities under audit or multiple confirming entities

per confirmation notice.

Deciding whether the number of entities under audit is multiple or not is based on not necessarily the number of legal entities but whether they are independently subject to the audit or not. For example, with respect to confirming notices regarding funds, User may not include multiple funds as one entity under audit on a confirming notice because each fund may be considered independent entity under audit even if each of subject funds are put in the same entity as a trust or managed by the same entity and even if it does not have individual, independent corporate status.

#### 14. General Provisions

##### A) Entire Agreement

(1) Terms and Conditions, BG Usage Contract and Supplement Terms and Conditions constitute the entire agreement between User and Organization, as a party, and ACC, as another party, and supersede any oral and prior written agreement.

(2) In the event of any conflict between Terms and Conditions, BG Usage Contract and Supplement Terms and Conditions, they shall apply in the following order of priority: (i) BG Usage Contract, (ii) Supplement Terms and Conditions, (iii) Terms and Conditions.

For clarity, if any matter intentionally omitted in BG Usage Contract is provided in the Supplement Terms and Conditions or Terms and Conditions, it shall be deemed that there is the conflict and such provision in Supplement Terms and Conditions or Terms and Conditions shall not apply.

##### B) Amendment of Terms and Conditions

If ACC deems it necessary, ACC may amend Terms and Conditions anytime by (1) posting the amended Terms and Conditions and the effective date on this web page or any other location on the BG, or (2) notifying User of the amended Terms and Conditions and the effective date in accordance with the Article 12. The amended Terms and Conditions shall take effect from the effective date. It is responsibility of User and Organization to become aware of the amended Terms and Conditions by checking this web page or seeing the notification. If User or Organization does not agree to Terms and Conditions amended from

time to time, User and Organization shall stop using its User Account.

C) Invalid Waiver, Agreement or Representation

Unless ACC agrees in writing, ACC will not waive any right against breach by User and Organization and any right of objection to the act or the omission associated with it. Even if such breach, act or omission continues, it shall not be deemed that ACC has waived its right against breach by User or Organization and its right of objection to the act or the omission associated with it.

D) Dispute Resolution and Relief

(1) Governing Law and Jurisdiction

Terms and Conditions shall be governed by, be construed in accordance with, and be enforceable under the laws of Japan.

User, Organization and ACC hereby agree that the Tokyo District Court shall be the exclusive court of jurisdiction of first instance in relation to disputes arising under Terms and Conditions or in connection with the rights and obligations of Terms and Conditions.

Notwithstanding the above provisions, ACC may apply for injunctive relief (or equivalent urgent legal relief) in any jurisdiction.

(2) Relief

User and Organization shall not, in any event, request remedy such as termination or injunctive relief, or manipulation, use or investigation of the BG or any part of it (including technology or content), and shall not be granted with any right to prohibit or regulate remedy such as termination or injunctive relief, or manipulation, use or investigation of the BG or any part of it. In order to prevent, mitigate or correct any breach or continuous breach of Terms and Conditions, ACC is entitled to remedies such as injunctive relieves.

E) Non-exclusive Corrective Action

Unless explicitly abandoned in writing, exercising or implementing any right or corrective action granted in Terms and Conditions shall not be deemed as a substitute for implementation of any other right or corrective action that exists under the common law or the equitable law.

F) Separation of Contract Terms

If any of the provisions of Terms and Conditions is invalid or unenforceable in certain jurisdiction, (i) in such jurisdiction, such provision is

interpreted and changed to the maximum extent permitted by law to achieve the intent of such provision as much as possible and all the rest of provisions shall remain valid, and (ii) all the provisions of Terms and Conditions shall remain valid in all the other jurisdictions.

G) Prohibition of Interpretation Contrary to the Drafter

If any doubt arises regarding the interpretation of Terms and Conditions, Terms and Conditions shall be interpreted as being jointly created by User, Organization and ACC. No advantageous or disadvantageous presumption or burden of proof shall occur to any party for the reason of being the drafter of Terms and Conditions.

H) Transfer and Consignment

User and Organization shall not transfer any right or obligation under Terms and Conditions or entrust the exercise of rights or performance of obligations to any third party. ACC may freely transfer all or part of all the rights and obligations under Terms and Conditions or entrust the exercise of rights or performance of obligations to any third party without notice to User and Organization. Terms and Conditions are binding on User and Organization, as well as successors and authorized assignees of ACC.

I) Relationship between Parties

In a relationship between User and Organization, as a party, and ACC, as another party, Terms and Conditions do not create any proxy relationship, partnership, franchise or joint venture between ACC and User and Organization.

J) Language

Even if ACC provides User or Organization with translated versions of Terms and Conditions in any other language, the translated versions is provided only for convenience of User or Organization, and the relationship between User and ACC shall be governed by the Japanese version of Terms and Conditions.

K) Titles and Numbering

The article numbers and titles used in Terms and Conditions are provided only for convenience, and the text of Terms and Conditions shall prevail if there is any conflict between the article numbers and the titles and text of Terms and Conditions.

When used in Terms and Conditions, the term "include" means "including but not limited to".

L) Exclusion of Anti-social Forces

- (1) At the time of application for the use of the BG, User and Organization represent not to fall under any of the following items, and pledge not to fall under any of such items in the future:
  - (a) It or its officer, employee or member such as staff (collectively, "Officers and Employees") is a gang, a member of gangs, a person who was a member of a gang within the past 5 years, an associate member of a gang, a gang-related company/organization, a professional trouble-maker at shareholders meetings, a blackmailer campaigning for social movements, a member of an organized crime syndicate or other anti-social force, or other equivalent person ("Anti-social Forces");
  - (b) Having a relationship where the Anti-social Forces are regarded to have control over its management;
  - (c) Having a relationship where the Anti-social Forces are regarded to have substantial involvement in its management;
  - (d) Having a relationship regarded as unfairly using Anti-social Forces, such as having the purpose of fraudulently benefiting itself, its Officers and Employees or a third party or the purpose of inflicting damage on a third party;
  - (e) It or its Officers and Employees have a relationship regarded as being involved with the Anti-social Forces, such as providing funds or benefits; and
  - (f) It or its Officers and Employees have a socially reprehensible relationship with the Anti-social Forces.
- (2) User and Organization pledge not to conduct any of the following acts by themselves or using their Officers and Employees or a third party:
  - (a) To demand with violence;
  - (b) To unreasonably demand beyond legal responsibility;
  - (c) To intimidate or to use violence in relation to transactions;
  - (d) To spread rumors, to damage credit of the other party using fraudulent means or power, or obstruct the business of the other party; and
  - (e) Any other act equivalent to the preceding items.
- (3) ACC may immediately terminate all or part of Terms and Conditions without any notice, if User or Organization falls under any of the items

of the preceding two paragraphs. To User and Organization, ACC shall not be liable for any damage caused by such termination.

(4) User and Organization shall immediately report to ACC, when unjustly intervened by Anti-social Forces regarding the use of the BG.

End