

Matters pertaining to Applications

Subject to the following provisions, a client (hereinafter referred to as the “Client”) submits an application form for the provision of the services by the recruitment information management database system “e2R PRO” operated by WORKSJAPAN Co., Ltd. (hereinafter referred to as “WORKSJAPAN”).

Article 1 Formation of Agreement

Unless WORKSJAPAN informs the Client within seven (7) days of the application date that WORKSJAPAN is unable to accept the Client’s application, an agreement for the application concerned shall become effective seven (7) days after the delivery and receipt of the application form.

Article 2 License to Use

After the agreement becomes effective under the preceding Article, the Client may use the services provided by the recruitment information management database system “e2R PRO” provided by WORKSJAPAN (such system shall be hereinafter referred to as the “System” and such services shall be hereinafter referred to as the “Services”) in accordance with the usage specified by WORKSJAPAN and notified to the Client from time to time. The Client may use the Services only using the browser through the internet address designated by WORKSJAPAN.

WORKSJAPAN may amend these matters from time to time upon notice to the Client. In this case, the terms and conditions as amended shall apply.

Article 3 Intellectual Property Rights

All intellectual property rights in and to the System shall be vested in WORKSJAPAN.

Article 4 Period

WORKSJAPAN shall grant the Client a license to exclusively use the Services effective from the first day of the period specified in the application form (hereinafter referred to as the “Period of Use”), and the Client may use the Services twenty-four (24) hours every day during the Period of Use. The Period of Use shall not exceed the period prescribed in paragraph 1 of Article 13 hereof.

Provided, however, that WORKSJAPAN may, upon prior notice to the Client, temporarily suspend the provision of the Services for the maintenance of the System.

Article 5 Support Service

The support service for the Services shall require a separate agreement.

Article 6 No License to Third Parties

The Client shall not further grant a license for or make available the Services to any third party or transfer the right to use under this Agreement to any third party; provided, however, that this shall not apply to the cases where prior written permission of WORKSJAPAN is obtained. In this case, the use of the Services by such third party shall be deemed as the use by the Client and the Client shall be liable for such use by the third party.

Article 7 Billing and Payment

WORKSJAPAN shall bill the Client for the use of the Services (hereinafter referred to as the "Contract Amount") in the month in which the Client starts using the Services. The Client shall pay the Contract Amount to WORKSJAPAN in accordance with the terms and conditions prescribed in the application form.

Article 8 Handling of Personal Information

- 1) WORKSJAPAN shall treat any personal information registered through the Services as strictly confidential and shall not disclose or leak such personal information to any third party or use such personal information for any purpose other than the operation of the Services without prior written consent of the Client except in the following cases:
 - (i) Compiling and analyzing, etc. the personal information for the purpose of improving the quality of the Services, etc.;
 - (ii) Disclosing or providing the outcome gained as a result of the compilation and analysis, etc. under the preceding item to affiliates or other third parties in the form that does not allow identification or specification of individuals;
 - (iii) Legally transferring the rights and obligations to the transferee as a result of the transfer, etc. of the business pertaining to the Services;
 - (iv) Disclosing the personal information pursuant to a writ issued by a court, or any other decision or order rendered by a court, or laws and regulations;
 - (v) Responding to inquiries for the information legally and orderly made by public prosecutors offices, polices, or regulatory authorities; or
 - (vi) Disclosing the personal information to the contractors as necessary.
- 2) WORKSJAPAN shall handle personal information as follows in order to perform the

obligations prescribed in the preceding paragraph.

- (i) WORKSJAPAN shall manage the personal information to ensure that any person other than its officers and employees in charge of the operation of the Services do not access such personal information and shall cause its officers and employees who have access to such personal information to comply with the obligations of confidentiality prescribed in this Agreement.
 - (ii) Upon request of the Client or upon termination of the Period of Use, WORKSJAPAN shall promptly dispose of the copies and reproductions of such personal information.
- 3) The provisions of this article shall survive the expiration of the period specified in the application form or the termination of the Period of Use as a result of the termination of the Agreement in accordance with paragraph 3 or paragraph 4 of Article 13 hereof.

Article 9 Quality Assurance of Services

WORKSJAPAN shall assure the quality of the Services and the criteria for such assurance shall be according to the provisions of the SLA (Service Level Agreement) Quality Assurance Rules” established by WORKSJAPAN.

Article 10 Identification of Contact Details for Troubles

- 1) The Client shall inform the Client of the contact details to which WORKSJAPAN gives a notice of troubles (hereinafter referred to as the “Contact Details at Troubles”).
- 2) In the case of any change to the Contact Details at Troubles, the Client shall promptly inform WORKSJAPAN of the Contact Details at Troubles after change.

Article 11 Compensation for Damages

Either party may claim compensation from the other party for any damage suffered by it due to any event attributable to the other party; provided, however, that the WORKSJAPAN’s liability shall be limited to the general damages actually suffered by the Client up to the Contract Amount and WORKSJAPAN shall not be liable for loss of business profits or information, or any other indirect damage or special damage.

Article 12 Disclaimer

- 1) WORKSJAPAN shall not be liable for any failure in the Services if such failure is caused by fires, earthquakes, acts of third parties or other accidents, the Client’s willful misconduct or negligence, or misuse or other use under abnormal conditions.

- 2) In no event shall WORKSJAPAN be liable for any damage arising from any use or unavailability of the Services (including loss of business profits, business interruption, and loss of business information), except where it is found to be due to WORKSJAPAN's willful misconduct or gross negligence.
- 3) WORKSJAPAN shall not be liable for any damage arising from any use or unavailability of the Services (including loss of business profits, business interruption, and loss of business information) even in the case where it is due to bugs in the program.

Article 13 Termination, Extension, Suspension or Early Termination of Term

- 1) The term of this Agreement shall commence on the date of execution hereof and end on the last day of the Period of Use specified in the front page of the application form.
- 2) If the Client desires to extend the Period of Use of the Services, the Client is required to contact WORKSJAPAN in writing at least one (1) month prior to the last day of the Period of Use specified in the application form. The extension fee shall be billed in accordance with the procedures prescribed by WORKSJAPAN.

The term of this Agreement shall be extended until the last day of the Period of Use as extended.

If the Client fails to notify WORKSJAPAN of its intention to extend the Period of Use no later than the last day of the Period of Use, the use of the Services shall be deemed to be discontinued at the end of the original Period of Use, as a general rule.

- 3) If any of the following events occurs to the Client, WORKSJAPAN may terminate this Agreement with immediate effect without notice and discontinue the provision of the Services:
 - (i) If the Client breaches any provisions of this Agreement;
 - (ii) If the Client becomes subject to attachment, provisional attachment, provisional disposition, procedure for collection of tax delinquency, or other disposition of public authority, or a petition for commencement of the procedure for civil rehabilitation, corporate rehabilitation, public auction or bankruptcy is filed against it, or the Client files a petition for commencement of the procedure for civil rehabilitation or corporate rehabilitation, or bankruptcy;
 - (iii) If the Client adopts a resolution for discontinuance or change of its business or dissolution;
 - (iv) If the Client dishonors its bills or checks issued or accepted by it or otherwise admits its inability to pay debts;
 - (v) If there is any other deterioration in assets or credibility of the Client or there is any

reasonable fear of such deterioration; or
(vi) If the Client breaches Article 14 hereof.

- 4) If the Client desires to terminate this Agreement earlier during the Period of Use, the Clients shall so notify WORKSJAPAN in writing at least one (1) month prior to the proposed date of early termination. Please note that the Contract Amount already paid shall not be refunded.

In the case of the agreement that spans multiple business years, the Client shall be required to pay, as a cancellation fee, the total sum of the usage fee for the remaining business years that is not claimed and the discount granted subject to anticipated use for multiple business years; provided, however, that if such early termination is due to the defects in the program of the System or WORKSJAPAN's willful misconduct or negligence, the cancellation fee shall be determined through separate consultation.

Article 14 Elimination of Transactions with Antisocial Forces

1. The term "Antisocial Forces" as used herein means any of the persons listed below:
 - (1) Organized crime groups;
 - (2) Organized crime group members;
 - (3) Person for whom five (5) years have not passed since ceasing to be organized crime group members;
 - (4) Quasi-organized crime group members;
 - (5) Organized crime group-associated companies;
 - (6) Corporate extortionists, etc.;
 - (7) Rouge persons or groups proclaiming themselves as social activists;
 - (8) Organized crime groups that utilize specialized knowledge; or
 - (9) Any other persons similar to those prescribed in the preceding items.
2. Each of the parties hereto represents and warrants the following matters:
 - (1) The party does not and will not fall under Antisocial Forces in future;
 - (2) Any of the party's officers, employee in an important post or other similar consultants, etc. and shareholders, etc. having substantial influence on the management and business (hereinafter referred to as the "Officers, etc.") is not and will not be Antisocial Forces in future;
 - (3) The party and any of its Officers, etc. do not and will not have the socially condemnable relationship with the Antisocial Forces in future;
 - (4) The party and any of its Officers, etc. do not and will not use the Antisocial Forces in future; and
 - (5) The party and any of its Officers, etc. do not and will not cooperate or get involved in the maintenance or operation of the Antisocial Forces, including providing funds or benefits to the Antisocial Forces.
3. Each of the parties hereto represents and warrants that it shall not commits any of the following conducts by itself or by using a third party:

- (1) An act of making a violent claim;
- (2) An act of making an unjustifiable claim beyond the legal responsibilities;
- (3) An act of threatening behaviors or statements, or using violence, in connection with a transaction;
- (4) An act of degrading credit of, or interfering with the business of, the other party, the other party's Officers, etc., affiliated companies, parent company, customers, or trading partners, etc. by spreading rumor, using a fraudulent means or utilizing illegal force; and
- (5) Any other acts similar to those prescribed in the preceding items.

Article 15 Confidentiality

1. Neither party may not disclose or leak to any third party any business, technical or other information that it learned in connection with this Agreement (hereinafter referred to as the "Confidential Information") without prior written consent of the other party.
2. Neither party may use any Confidential Information disclosed by the other party for any purpose other than the relevant operations.
3. The obligations of confidentiality under this Article shall survive the termination of the relevant operations.

Article 16 Matters for Consultation

Any doubt about the matters prescribed in this Agreement and the matters not prescribed in this Agreement shall be resolved as amicably as possible through consultation between the parties hereto in good faith.

Article 17 Jurisdiction

In cases where filing a lawsuit becomes necessary in connection with this Agreement, the parties hereto shall submit to the exclusive jurisdiction of the Tokyo District Court.

202010e2RPRO