

COMSUITE Basic Agreement

THIS AGREEMENT is dated [] and made between [] (the “Customer”) and **MUFG BANK, LTD.** (the “Bank”) in relation to the Services (as defined below) utilized by the Customer.

1. Definitions

In this Agreement, the following terms have the following respective meanings:

“**Account**” means (i) each of the accounts which the Customer may register by the Application and (ii) each of the accounts which the Customer and the Affiliated Company shall designate in the Consent in relation to the Services;

“**Affiliated Company**” means each of the subsidiaries, the parent company and other affiliated companies of the Customer which the Customer may register by the Application in relation to the Services;

“**Application**” means any application in the form prescribed by the Bank, which the Customer shall submit to the Contracting Office in relation to the Services (including an Application for addition, change and deletion to the registration);

“**Consent**” means any consent in the form prescribed by the Bank, which each of the Customer and the Affiliated Companies may submit to the Servicing Office (other than the Contracting Office) in relation to the Services (including a Consent on addition, change and deletion thereto);

“**Contracting Office**” means the head office or the branch of the Bank which enters into this Agreement;

“**Financial Institution Concerned**” means each of the financial institutions (other than the Bank) involved in the implementation of the Services;

“**Manual**” means the manual and other documents relating to the Software and the System and the documents provided by the Bank in relation to the Services;

“**Services**” means the services which the Customer may register by the Application; provided, however, that when reference is made to the Terms and Conditions or other related documents, it only refers to those services provided based on the Terms and Conditions and other related documents; the Bank may change the name of any service at any time without the consent of the Customer;

“**Servicing Office**” means each of the head office, branches and other places of business of the Bank (including the Contracting Office as Servicing Office) and such group financial

institutions as the Bank may designate, which holds the accounts and information and engages in the transactions in relation to the Services;

“**Software**” means the software (including supplementary tools, the Manual and other related documents and information) for the exclusive use of the Services;

“**System**” means the Bank’s computer system for the exclusive use of the Services; and

“**Terms and Conditions**” means the terms and conditions for the provision of the Services set forth by the Bank from time to time.

2. Purposes

2.1 The Customer shall, subject to the approval of the Bank, register the Services by the Application. The Bank shall, subject to the terms and conditions of this Agreement, provide the Services to the Customer. The Services shall be provided through the System and the Software, to the extent necessary for provision of the Services.

2.2 Upon request by the Bank, the Customer and the Affiliated Companies shall submit to each Servicing Office (except for the Contracting Office in the case of the Customer) a Consent relating to the relevant Services. The Customer shall make the necessary arrangements in order to induce such Affiliated Companies to submit their Consents.

2.3 In the case of any conflict between the instruction given by the Customer through the Services and the instruction specifically given by the Affiliated Company, the Customer and the Bank acknowledge that the latter shall prevail, even if a Consent was submitted by such Affiliated Company.

3. License

If the Customer needs to use the Software in order to use the Services, the Bank hereby grants the Customer a non-exclusive and non-transferable right to use the Software for utilizing the Services subject to the terms and conditions of this Agreement.

4. The Software

4.1 If the Customer uses the Software, it may use the Software solely in such location, equipment and environment as the Bank may approve. The Customer shall prepare and maintain such location, equipment and environment.

4.2 The Customer shall comply with the instructions given in the Manual in the use of the System and the Software.

4.3 The Customer acknowledges that the System and the Software are designed for customers in general and that they may not serve a specific need of any particular customer.

4.4 The Customer shall immediately notify the Bank of any malfunction in the System or the

Software which is used by the Customer (“Malfunction” means hereinafter any discrepancy between the functions actually performed and those specified in the Manual). The Bank shall make commercially reasonable efforts to rectify such Malfunction; provided, however, that the Bank shall have no obligation to rectify the following Malfunctions:

- (1) Malfunctions caused by the use of the System or the Software other than in the manner provided herein, in the Manual or as designated by the Bank;
- (2) Malfunctions caused by the use of the System or the Software other than by the person designated by the Customer under Clause 25; and
- (3) Malfunctions not immediately reported to the Bank by the Customer after becoming aware of them.

The Bank shall in no case be liable for any damages caused due to any Malfunctions in the Software, except in the case of gross negligence or willful misconduct of the Bank.

- 4.5 The Bank may from time to time make changes to the System, the Software and Services, unless such changes relate to the essential part thereof. The Bank shall notify the Customer of such changes to the extent that such changes will materially affect the Customer utilizing the Services; provided, however, that the Bank is not required to do so, if such changes are announced on the web site.

5. Prohibition

If the Customer uses the Software, it shall not:

- (1) grant the right to use, assign, sell, buy, or lease the Software to any third party, or create security interest over the Software for the benefit of any third party;
- (2) copy, change, translate, adapt, analyze, reverse-engineer, disassemble, decompile or develop its application software or do any similar acts with respect to the Software;
- (3) use the Software other than in the manner provided herein, in the Manual or as designated by the Bank; or
- (4) use the Software other than for the purposes of this Agreement.

6. Fees and Costs

- 6.1 The Customer shall pay fees for the Services in accordance with the fee schedule which the Bank may set forth from time to time. Fees for the Services shall be effective as soon as the Services are made available to the Customer.

- 6.2 The Customer shall pay all costs (including remittance charges and foreign exchange charges, etc.) for services provided by the Bank and Financial Institutions Concerned in relation to the Services. The applicable foreign exchange charges shall be based on the

foreign exchange fee system at the time the Bank processes a transaction.

- 6.3 The Bank is hereby authorized to debit the account to be designated by the Customer with the amount of the fees and costs referred to in Clauses 6.1 and 6.2, without presenting any check or any withdrawal slip with its bank book. In the event that the Bank is unable to debit the amount from such account, the Bank may, upon giving notice to the Customer, demand the payment of such fees and costs, together with default interest to be determined by the Bank.
- 6.4 If any deduction or withholding is made by any tax authorities of any country from the fees and costs payable hereunder, the Customer shall pay such additional amounts as may be necessary to ensure that the Bank receives an amount equal to the amount which it would have received if such deduction or withholding had not been made.
- 6.5 The Bank shall notify the Customer of the amounts of fees and costs, etc. (and the break down thereof) to be debited from the account of the Customer, in advance or immediately afterwards, in accordance with Clause 6 and other provisions of this Agreement (including the Terms and Conditions).

7. Taxes and Public Charges

The Customer shall pay all taxes and public charges which may be levied in relation to this Agreement and the Services.

8. Term

The term of this Agreement shall be one (1) year commencing on the date hereof. This Agreement shall be renewed automatically for a period of one (1) year, unless a written notice is given by the Bank or the Customer to the other party to confirm the termination of this Agreement not later than thirty (30) days prior to the expiration date of this Agreement. The same shall apply thereafter.

9. Termination of Agreement and the Services

- 9.1 The Customer or the Bank may terminate this Agreement or the provision of part of the Services by giving not less than thirty (30) days prior written notice to the other party.
- 9.2 This Agreement shall terminate without notice or other act of the Bank, if any event occurs that makes it difficult or impossible for the Bank to provide all the Services or if any of the following events occurs with respect to the Customer:
- (1) the Customer being insolvent or unable to pay its debts generally, or an application or petition being made against or by the Customer for commencement of liquidation proceedings, commencement of bankruptcy proceedings, commencement of civil rehabilitation proceedings, commencement of corporate reorganization proceedings or commencement of special liquidation;

- (2) any clearing house taking measures against the Customer for suspension of transactions with banks and similar institutions;
 - (3) an administrator, receiver or other similar official being appointed with respect to the Customer or its properties;
 - (4) any event having an effect analogous to any of the foregoing in any jurisdiction;
 - (5) the whereabouts of the Customer becoming unknown and a notice of the Bank not being received by the Customer at the last place designated by the Customer; and
 - (6) registrations of all the Services are deleted.
- 9.3 If any event occurs that makes it difficult or impossible for the Bank to provide any of the Services, the Bank may terminate the provision of such Services immediately by giving notice to the Customer.
- 9.4 The Bank may terminate this Agreement or the provision of part of the Services immediately by giving notice to the Customer, if any of the following events occurs with respect to the Customer:
- (1) an order of provisional attachment, preservative attachment or attachment being made or a notice thereof being dispatched with respect to a monetary claim of the Customer on the Bank or any other financial institution;
 - (2) an attachment being made against the Customer with respect to unpaid taxes or other public charges;
 - (3) any event having an effect analogous to any of the foregoing in any jurisdiction;
 - (4) a breach of any provision of this Agreement;
 - (5) the Services not being utilized for a period of [one (1) year] after the day on which the Services were made available or last utilized; and
 - (6) the closure of all accounts which the Customer holds at the Bank or other circumstances arising that prevent the Bank from providing the Services.
- 9.5 The termination of this Agreement under Clauses 9.1, 9.2, 9.3, and 9.4 shall not affect the rights or obligations of either the Customer or the Bank held against or owed to the other party which have arisen prior to the date of such termination.
- 9.6 On or after the termination of this Agreement, the Bank shall have no obligation to effect the instructions given by the Customer; provided, however, that the acts which the Bank has done without the knowledge of the termination of this Agreement shall be deemed to be valid and effective.

9.7 The Customer shall (i) upon termination of this Agreement, , without delay and at its responsibility, destroy the documents and other materials delivered by the Bank to the Customer in relation to the System or take any other steps necessary to comply with the provisions in Clause 18; (ii) if, based upon this Clause 9, the provision of part of the Services is terminated, without delay and at its responsibility, destroy the documents and other materials delivered by the Bank to the Customer in relation to such Services, or take any other steps necessary to comply with the provisions in Clause 18; provided, however, that the Customer shall promptly return to the Bank the documents and materials referred to above, if so requested by the Bank.

9.8 Upon termination of this Agreement, if the Customer has used the Software, the Customer shall, without delay and at its responsibility, destroy the Software and the documents and other materials delivered by the Bank to the Customer in relation thereto or take any other steps necessary to comply with the provisions in Clause 18; provided, however, that the Customer shall promptly return to the Bank the Software and the documents and materials referred to above, if so requested by the Bank.

10. Access to the System

10.1 Access to the System shall be made by using (a) the customer ID, (b) user IDs and passwords and (c) one time passwords, or (a), (b) and (d) authentication method set forth by the Bank (herein, each of these combinations of (a), (b) and (c), and (a), (b) and (d) shall be referred to as the “Access Code”). In case where the Bank is unable to confirm the identity of the Access Code, the Bank may reject access to the System.

10.2 In case where the Bank confirms the identity of the Access Code, the Bank may regard such access to the System as being made by a duly authorized person and may effect the instructions given thereby. As long as the identity of the Access Code is confirmed, the Bank shall in no case be liable, even if instructions and access to the System are not authorized.

10.3 The Customer shall at its responsibility keep the Access Code, the tokens for one time passwords and authentication method set forth by the Bank (the “OTP Tokens, etc.”) under its control.

10.4 Upon termination of this Agreement, the Customer shall, at the request of the Bank and at its responsibility, destroy the OTP Tokens, etc. or take any other steps necessary to comply with the provisions in Clause 18; provided, however, that the Customer shall promptly return to the Bank the OTP Tokens, etc. if so requested by the Bank. The Bank shall not be held liable for any damages which the Customer may suffer as a result of failure or delay in taking such steps.

10.5 If any OTP Token, etc. is stolen, lost or improperly used or fails to function properly or if the Access Code is divulged or otherwise disclosed to a third party, the Customer shall immediately notify the Bank thereof.

11. Communication Networks

- 11.1 The Customer acknowledges that the Services are provided through the communication networks (including the Internet) and confirms that the Customer understands the risks involved in such communication networks and is satisfied with the security measures taken by the Bank against such risks.
- 11.2 The Customer shall at its own responsibility make the necessary arrangements for the communication networks necessary to connect with the System. The Customer shall comply with the conditions of the use and the instructions given by the network service providers in relation to the use of the communication networks and shall forthwith pay fees and other charges and pay for other claims upon demand by the network service providers.

12. Maintenance

- 12.1 The Bank shall provide such maintenance services as the Bank may deem necessary for the System.
- 12.2 The Bank may suspend the System temporarily, if required for the maintenance services of the System.
- 12.3 If unlawful interference of the System occurs by a third party or any other justifiable event, the Bank may suspend the System temporarily without the prior consent of the Customer.

13. Intellectual Property Rights

- 13.1 All copyrights, patents, utility models, designs, trademarks and other intellectual property rights (“Intellectual Property Rights”) relating to the Software shall remain the property of the Bank and shall not be assigned or transferred to the Customer by virtue of this Agreement or the Services.
- 13.2 To the best of the Bank’s knowledge, the Bank confirms as of the date hereof that the Software does not infringe any third parties’ Intellectual Property Rights.

14. Infringement

If the Customers uses the Software, it shall forthwith notify the Bank of any action, injunction, claim for damages or other claim which is or may be made by a third party asserting that the Software infringes such third party’s Intellectual Property Rights. The Bank shall exert its best efforts to resolve such dispute. The Customer shall comply with the instructions of the Bank and cooperate with the Bank in such dispute with a third party.

15. Exclusion of Liabilities

- 15.1 The Bank shall not be liable to the Customer for the following damages:
- (1) damages caused by natural disaster, incident, disturbance, war, restriction by

applicable laws and regulations, measures imposed by a government, courts or other public organizations or other unavoidable occurrences (including those events relating to the equipment and facilities for the Services located in any country);

- (2) damages caused by error, failure, delay in transmission of data, messages or information, or breakdown, error, corrupted characters, malfunction, mutilation, suspension (including such suspension as set forth in Clause 12), inaccuracy or omission of, etc. or resulting from, terminals, public communication networks, the Internet or other communication networks or computers, etc. (including hardware and software other than the Software);
- (3) damages caused by the compliance of any Financial Institution Concerned with laws and regulations or customs and practices of the country in which it is located or its internal rules, or damages caused for reasons attributable to any Financial Institution Concerned;
- (4) damages caused by the Bank's compliance with applicable laws, regulations, customs and practices or its internal rules, etc.;
- (5) damages caused by instructions to the Bank which are not duly authorized by the Customer;
- (6) damages caused by the Bank's nonfulfillment of instructions in cases where the Bank does not have any obligations to effect such instructions given by the Customer, including cases where the Bank may delay effecting such instructions in accordance with the provisions of this Agreement;
- (7) damages caused by divulgence of information or failure, error, delay, inaccuracy, omission or alteration in transmission of information or other similar incidents due to unlawful interference or wiretapping by a third party with terminals, communication networks and computers, etc.;
- (8) damages caused by divulgence of the security information (including the Access Code) or theft, unauthorized use, loss or malfunction of, or illegal use by a third party of, the OTP Tokens, etc., or any other similar incidents;
- (9) damages caused by the use of the Services other than in the manner provided for herein or designated by the Bank;
- (10) any secondary, incidental, special or consequential losses, liabilities, damages, costs, etc. incurred by the Customer, or any third parties other than the Customer, in relation to the Services or resulting from the usage of the Services;
- (11) losses incurred by the Customer for failure to obtain any anticipated profit, data, business, goodwill, expected risk hedges, savings, opportunities or purposes as a result of, or in relation to, fluctuations in the foreign exchange rate or the Services;

(12) losses, liabilities, damages or costs incurred by the Customer resulting from any non-formation or formation of transactions due to malfunctions, defects, etc. of the Services; or

(13) damages caused by force majeure or for reasons other than willful misconduct or gross negligence of the Bank.

15.2 If an event occurs for which the Bank is responsible in relation to the implementation of the Services, the Customer shall notify the Bank thereof immediately after becoming aware of it. The Bank shall not be liable with respect to such event, if the Customer fails to notify the Bank immediately upon the occurrence of such event or the Bank has not received such notice from the Customer within thirty (30) days after the occurrence of such event.

16. Indemnity

The Customer shall indemnify the Bank against the following damages, costs and expenses which the Bank may sustain:

(1) damages, costs and expenses attributable to any act (including the use of the Software) of the Customer and damages, costs and expenses caused for reasons attributable to the Customer;

(2) costs and expenses incurred in relation to the execution of this Agreement (including stamp duties);

(3) costs and expenses incurred in relation to the exercise and enforcement of the rights under this Agreement (including legal fees); and

(4) damages, costs and expenses incurred by infringement of a third party's intellectual property rights due to any changes made by the Customer to the Software.

17. Compliance with Laws and Regulations

17.1 The Customer shall, at its own responsibility, comply with all applicable laws and regulations and shall take all necessary actions to procure necessary registrations and approvals or otherwise.

17.2 This Agreement shall immediately cease to be effective, if this Agreement is in violation of the laws and regulations.

17.3 The Customer agrees not to engage, or to be involved, in anti-social activities.

18. Confidentiality

18.1 [The parties hereto / The Customer] shall keep confidential all information disclosed by [the other party / the Bank] and other information made known to [such party / the Customer] in relation to this Agreement and shall not use such information other than for purposes of this

Agreement. [Neither party shall / The Customer shall not] disclose, or allow to be disclosed, to any third parties such information and other information relating to this Agreement.

- 18.2 [Notwithstanding the provisions in Clause 18.1,] the Bank may disclose this Agreement and other related documents to the competent authorities, courts, other governmental bodies, any self-regulatory bodies, securities exchanges, the head office or branches of the bank holding the account of the Customer, Financial Institutions Concerned, affiliated companies of the Customer, or external or internal auditors of the Bank or the Servicing Offices, upon request or pursuant to applicable laws and regulations, etc.
- 18.3 [Notwithstanding the provisions in Clause 18.1,] the Bank or the Servicing Offices may provide to (i) its head office and branches and its group companies, or (ii) the professional advisers retained by the Bank or the Servicing Offices or its group company (including legal counsels, accountants, tax consultants or financial consultants), any information relating to the Customer and affiliated companies of the Customer , if the Bank or the Servicing Offices deems necessary or appropriate for the implementation of the Services.
- 18.4 In case where the Bank subcontracts services related to the one time passwords or the authentication method set forth by the Bank to a third party, the Bank may, [notwithstanding the provisions in Clause 18.1 and] to the extent necessary therefor, provide such subcontractor with information relating to the Customer; provided, however, that such subcontractor bears a confidentiality obligation with respect to such information disclosed.
- 18.5 The obligations of each party under Clause 18.1 shall survive the termination of this Agreement.

19. Severability

If any provisions of this Agreement become unenforceable due to interpretation, application or administration, etc. of laws or regulations, the other provisions shall, to the extent possible, continue to be in full force and effect.

20. Assignment

The Customer shall not assign or lease to a third party, or create any security interest in favor of a third party over, the rights and obligations under this Agreement.

21. Laws and Regulations

The terms “laws and regulations” and “taxes and public charges” used in this Agreement shall mean laws and regulations and taxes and public charges of all countries concerned.

22. Amendment

Unless otherwise provided herein, this Agreement may be amended solely by the written agreement executed by the authorized representative of each party.

23. Terms and Conditions

- 23.1 The Services shall be provided subject to the Terms and Conditions.
- 23.2 The Bank may from time to time make changes to the Terms and Conditions.
- 23.3 Notwithstanding the provision of the previous clause, if a change made to the Terms and Conditions affects the utilization of the Services by the Customer, the Bank may, by notifying the Customer of the details of such change in advance or by announcing such change on the web site in advance, make changes to the Terms and Conditions. Any changes to the Terms and Conditions made pursuant to the provisions of this Clause 23.3 shall apply effectively to the Customer and the Bank from the effective date of said notification or announcement on the web site of said change. Further, for the avoidance of doubt, any minor amendments, such as the correction of mistakes, and additions to the Terms and Conditions to be made in relation to the Additional Services (as defined in Clause 26.1) will not affect the utilization of the Services by the Customer.
- 23.4 The Bank shall not be liable to the Customer for any damages even if caused by the changes made pursuant to Clauses 23.2 and 23.3.
- 23.5 The Terms and Conditions shall form a part of this Agreement, and in the case of any conflict between this Agreement and the Terms and Conditions, the Terms and Conditions shall prevail.

24. Implementation of the Services

- 24.1 The Customer hereby requests the Bank to provide the Services in accordance with the instructions to be given by the Customer through the System and the Bank agrees to provide the Services in accordance therewith.
- 24.2 In order to utilize the Services with respect to the Accounts of the Customer maintained with Financial Institutions Concerned (other than the Bank) and the Accounts of any Affiliated Companies, the Customer acknowledges that the relevant authorization must be given to such Financial Institutions Concerned and the Bank by the Customer and such Affiliated Companies, respectively, with respect to the disclosure of information, debiting of the Accounts for fund transfer and other matters necessary for the implementation of the Services.
- 24.3 The Customer shall not nullify, cancel or amend its instructions given for the Services due to misunderstanding or otherwise.
- 24.4 In the case of any discrepancy between the instructions for the Services alleged to be given by the Customer and the electromagnetic records, etc. thereof kept by the Bank, the latter shall prevail.
- 24.5 The Customer shall from time to time review the transactions made through the Services and shall immediately notify the Bank of any irregularities therein.

25. Administrators and Users

- 25.1 Pursuant to the procedure set forth by the Bank, the Customer shall register with the Bank administrators (each an “Administrator”) who use the Access Code (including OTP Tokens, etc.) and supervise Users (defined below) on behalf of the Customer.
- 25.2 Pursuant to the procedure set forth by the Bank, the Customer shall register with the Bank users who use the Access Code (including OTP Tokens, etc.) on behalf of the Customer (each a “User”). The Bank may, if necessary, disclose to the Users any information relating to the Services which the Bank has disclosed to the Administrators.
- 25.3 Neither Administrators nor Users shall use the Access Code (including OTP Tokens, etc.) jointly with others, or lend or transfer, etc. the same to others.
- 25.4 The Customer shall be responsible for the appointment of, and supervision over, the Administrators and the Users and shall take appropriate measures to prevent unauthorized access to the System by a person other than the Administrators and the Users.
- 25.5 Pursuant to the procedure set forth by the Bank, the Customer shall immediately notify the Bank of any change to the Administrators, the Users and the registration relating thereto. The Bank may deem the registration relating thereto as unchanged until the Bank completes the procedure for such change. The Users registered before the change of an Administrator shall not be affected by the change of such Administrator.
- 25.6 In addition to the signatures and authorities, etc. registered with the Bank, the Customer acknowledges and approves the powers and authorities given to the Administrators and Users under this Agreement.

26. Additional Services

- 26.1 The Bank may from time to time incorporate additional services (“Additional Services”) in the Services to be provided through the System. The Additional Services shall, subject to Clause 26.2, constitute part of the Services herein and are subject to the provisions of this Agreement and the Terms and Conditions.
- 26.2 If the Customer registers any Additional Services by making an Application and the relevant Consent is submitted, the Bank shall provide such Additional Services to the Customer; provided, however, that the Customer shall only submit the Consent when it is requested by the Bank.
- 26.3 The provisions in Clause 23.2 and 23.3 shall apply with respect to any additions or changes to the Terms and Conditions to be made in relation to the Additional Services.

27. Governing Law and Jurisdiction

27.1 This Agreement shall be governed by the laws of Japan.

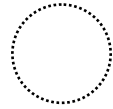
27.2 The Tokyo District Court shall have jurisdiction to settle any dispute arising out of this Agreement.

End of Document

IN WITNESS WHEREOF, this Agreement has been prepared in duplicate and, upon affixing the signatures below on the date set forth in the preamble hereof, the Customer and the Bank shall retain one (1) copy hereof.

(Company Name)

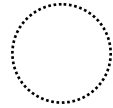
[_____]



 Signatory:

Title:

MUFG BANK, LTD.



 Signatory:

Title:

[Bank Use Only (COMSUITE Basic Agreement)]

Customer's Contracting Office: Code & Name

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Customer ID

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(To be filled out by the Contracting Office)

Department Head	Person in Charge	Signature Verified