

Country Schedule – Japan

1. About this Country Schedule

This Country Schedule is applicable where the Agreement is entered into in the country or territory set forth above. Capitalized terms used in this Country Schedule but not defined have the meanings given in the Agreement.

2. Governing law and dispute resolution

The Agreement and any dispute arising in connection with it, whether contractual or non-contractual, will be governed by the laws of Japan. The Tokyo District Court shall be the court of sole and exclusive jurisdiction in the first instance for any action or other legal proceedings arising out of or in connection with the Agreement.

3. Other Adjustments Required by Local Law

Vialto may terminate this Agreement if (i) Client is categorized as any anti-social forces, such as organized crime groups, members thereof (including those who were once a member of any organized crime group in the last five years), individuals or entities that are related to or controlled by any organized crime group, corporate racketeers, self claimed social activists, and any other person/entity similar to the foregoing, (ii) Client commits any act which is generally deemed to be that of anti-social forces, (iii) the Services turn out to be related to a transfer of “criminal proceeds” as defined in the Act on the Prevention of the Transfer of Criminal Proceeds, and Vialto shall not be liable for any damage or loss that may be caused to Client by such termination.

4. Anti-social Forces

In accordance with Article 18 of the Tokyo Metropolitan Ordinance for Eliminating the Organized Crime Groups (Tokyo-to boryokudan haijojorei) (Ordinance No.54 of 18 March 2011) and similar ordinances:

4.1 *Either party may terminate all or part of a Agreement without having to provide any notice to the other party should an executive officer of the other party or other person substantially involved with the management of such party be found to be an Anti-social Force. An “Anti-social Force” shall mean any of the following: (i) a criminal organization (boryokudan); (ii) a member of any criminal organization (boryokudan’in); (iii) a quasi-constituent of a criminal organization (boryokudan junkoseiin); (iv) an enterprise related to a criminal organization (boryokudan kankei kigyo); (v) a sokaiya (corporate extortionist); (vi) a force seeking unfair profits by the use of violent or illegal acts while claiming to be a social movement (shakai undo hyobo goro); (vii) a special intellectual criminal organization (tokushu chino boryoku shudan); or (viii) a person or organization equivalent to any of the previous items.*

4.2 *Each party warrants that during the term of the Agreement, it, its executive officers and any persons substantially involved with its management are not Anti-social Forces and that it has not contracted on behalf of any Anti-social Forces.*

4.3 *Each party warrants that, in connection with the Agreement, it shall not, either by itself or by way of third parties, conduct any of the following acts: (i) violent demands, (ii) improper demands in excess of legal responsibilities, (iii) acts of violence or menacing statements in relation to a transaction, (iv) spreading of rumors, use of fraudulent means or use of obstruction to harm the reputation of the other party, or to obstruct the business of the other party; or (v) any other act equivalent to any of the previous items.*