CERTIFICATION AGREEMENT
Cyber Security Management System Audit and Registration

This Agreement is made this _____ day of _____ , _____ , between the NIPPON KAIJI KYOKAI having its registered office at No.3-3, Kioi-cho, Chiyoda-ku, Tokyo, Japan (hereinafter referred to as "the Society") and the Company (hereinafter referred to as "the Client").

1. SCOPE OF AGREEMENT

   (1) The Society agrees to provide Cyber Security Management System audit and registration services as detailed in the Rules for the Certification of Cyber Security Management Systems of the Society.

   (2) In order that the Society may provide these services, the Client agrees to provide the Society with all necessary information and facilities.

2. TERMS OF PAYMENT

   (1) The fees and expenses for the services of the Society are in accordance with the "Standard Tariff for Certification of Cyber Security Management System" of the Society.

   (2) The Society reserves the right to adjust the fees and expenses whenever necessary.

   (3) The charge for registration with Accreditation Body is borne by the Client and paid through the Society to an Accreditation Body.

   (4) The Client pays all payments to the Society within 30 days from the date of invoice, regardless of the results of audit performed.

3. TERMINATION

   (1) This Agreement shall automatically terminate, if

      (a) either party gives notice in writing to the other party,

      (b) either party commits a material breach of this agreement, or

      (c) the registration is withdrawn in accordance with applicable provisions in the Rules.

   (2) When this Agreement is terminated, the validity of the Certificate of Cyber Security Management System Registration shall cease at the same time. The Client shall immediately return the Certificate of Cyber Security Management System Registration to the Society.

4. LIABILITY

   (1) The Society shall not be liable for any loss or damage or expense sustained by any person due to any act or omission or error however caused in the provision of services, information or advice given by the Society.

   (2) Notwithstanding clause 5(1), if any person uses the Society's audit and registration services, or relies on the information or advice given by the Society and suffers loss, damage or expense thereby which is proved to have been due to any negligent act, omission or error of the Society, or from any inaccuracy in the information or advice given by the Society, the Society will pay compensation for any proved loss, damage or expense up to but not exceeding the amount of any fee charged and collected by the Society for the particular service, information or advice.

5. CONFIDENTIALITY

All documents and information provided to the Society shall be treated as confidential by the Society and shall not, without the prior consent of the party providing such documents or information, be disclosed for any purpose other than that for which they are provided. Such obligation shall continue in full force and effect during the term of and after the termination of this Agreement.

6. PROPER LAW AND JURISDICTION CLAUSE

This Agreement shall be governed by and construed in accordance with Japanese law and all and any disputes (of whatever nature) shall be submitted to the exclusive jurisdiction of the Tokyo District Court and Japanese law shall apply.

FOR THE CLIENT		FOR THE SOCIETY	
Name of Organization			
		NIPPON KAIJI KYOKAI	
Signed by		Signed by	
Name		Name	
Title		Title	
Date		Date	