

## Chapter 1      General Provisions

### Article 1 (Scope of Application)

These BizReach (Executive Search Support) Terms of Use (hereinafter referred to as the “**TOU**”) applies to recruiting business agents having entered with BizReach, Inc. (hereinafter referred to as “**Company**”) into agreements concerning Executive Search Support (hereinafter referred to as “**Agreement**,” and such recruiting business agents referred to as “**Agents**”).

### Article 2 (Definitions)

Capitalized terms used herein shall be defined as follows:

- (1) “**BizReach**” means an information media system aimed at jobseekers, via services including the provision of vacant position information, etc. to such jobseekers through the relevant website operated by the Company;
- (2) “**Executive Search Support**” means an information media system aimed at Agents, via services including the provision of those functions set forth below, etc. to such Agents through the relevant website operated by the Company:
  - (i) Posting of vacant position information on BizReach;
  - (ii) Viewing and search of anonymous information on Users, in a manner without identifying specific jobseeker individuals;
  - (iii) Notice to and communication with Users who have made applications or inquiries reading vacant position information posted via (i) above; and
  - (iv) Notice to and communication with Users whom Agent have selected through the function of (ii) above, for the purpose of introduction of vacant positions and solicitation of applications;
- (3) “**System**” means the information media system to which usage rights are granted to Agents by Company hereunder, comprising of Executive Search Support and its related services (but not including services aimed at jobseekers including BizReach), enabling Agents to utilize the following functions by accessing Company’s database via the Internet from Agents’ devices such as computer terminals; provided, however, that Company may alter or change the functions available with the System and does not make any guarantee on availability of any or all of the following functions:
  - (i) Posting of vacant position information (subject to certain screening procedure);
  - (ii) Viewing and search of anonymous registered information of Users, in a manner without identifying specific User individuals;
  - (iii) Notice to and communication with Users in accordance with certain conditions set by Company; and
  - (iv) Management of progress with Users.
- (4) “**User**” means each person registered as a member of BizReach, including any person registered as a member of BizReach when such person makes any form of communication to the Agent through the System (including but not limited to e-mail communication on the System);

- (5) “**Management Screen**” means the screens on which the functions of information media systems for Agents can be utilized by accessing Company’s database.
- (6) “**Account**” means, collectively, all rights granted pursuant to the Agreement to Agents and their respective officers and/or employees with regard to utilizing those System functions listed under item (3) of this Article.
- (7) “**Confidential Information**” means any and all information concerning the opposite party having come to the knowledge of Company or an Agent in relation to the System (including but not limited to information of the opposite party’s parent company, subsidiaries, affiliates and customers, details of the System and the fact that Company provides and such Agent uses the System), except information falling under any of the following items:
  - (i) Information publicly known at the time of receipt from the opposite party;
  - (ii) Information becoming publicly known after receipt from the opposite party without any cause attributable to the receiving party;
  - (iii) Information lawfully received from a third party without owing to the confidentiality obligation to such third party; and
  - (iv) Information which the receiving party has independently developed without depending on any information provided by the opposite party.
- (8) “**Personal Information**” means information enabling the identification of a specific individual, such as their names, home addresses, telephone numbers, ages, birth dates, occupations, e-mail addresses, etc., and include information which cannot by itself identify a specific individual but nevertheless enables the identification of a specific individual when used in conjunction with other information easily available.
- (9) “**Application Information Data**” means the aggregated data of historical uses of BizReach and the System (total number of applications, frequency of page views, numbers of applications by type, total number of replies, etc.); provided, however, that the Application Information Data shall not include any Personal Information of Users;
- (10) “**Scouts**” means notices and other communications for provision of vacant position information, introduction of vacant position or solicitation for application, etc., as given by Agents to Users;
- (11) “**Application**” means the act where a User applies for employment in response to any vacant position information provided by an Agent which the User discovered (or reasonably would have discovered) through the System (including not only those information provided on BizReach and/or via Scouts, but also those information provided by Agent in any other manner, directly or indirectly, as well as those information provided by third party recruiting business agents (hereinafter referred to as “**Third Party Agents**”) to User in the case where Agent introduces such User to such Third Party Agents);
- (12) “**Acceptance of Job Offer**” means, with respect to any vacant position information provided by an Agent to a User discovered (or reasonably would have been discovered) through the System (including not only those information provided on BizReach and/or via Scouts, but also those information provided by Agent in any other manner, directly or indirectly, as well as those information provided by Third Party Agents to User in the case where Agent introduces such User to such Third Party Agents), the fact that the potential employer with regard to the vacant position expresses the intention to employ such User, and such User accepts such offer of employment, by which Initiation of Employment of such User is confirmed;

- (13) “**Initiation of Employment**” means that the User has entered into an employment contract or other contract to engage in the work of the client enterprise (regardless of the type of contract, such as the User being commissioned, quasi-commissioned, being contracted as a contract worker or as a consultant, etc.) and has commenced the provision of labour and services based on such contract. The date of commencement of employment is the date agreed when the User who came to know the Agent through the System confirms to the client enterprise the User’s Acceptance of Job Offer, or the actual date when a User substantially starts his/her work with an employer (including training or working as part-time worker), whichever falls earlier;
- (14) “**Application Form, Etc.**” means such written forms or electronic forms separately designated by Company as each Agent completes and submits for the provision of requisite information during the application for an Agreement to use the System; and
- (15) “**Recruiting Services**” means the services of the “employment placement” as defined in Article 4, Paragraph 1 of the Employment Security Act in which an Agent receives applications for job vacancies and job searches in its own name and mediates the establishment of employment relationships between Users and client enterprise.

### Article 3 (Execution of Agreement)

1. An Agent shall apply for the use of the System via submitting the Application Form, Etc. with requisite items completed. If the Agent’s Recruitment Business Regulatory License expires before the prospective system start date, the Agent is not eligible to apply.
2. Upon Company receiving the Application Form, Etc. submitted by an Agent, Company shall screen the Agent’s eligibility through its relevant standards, and an Agreement between Company and the Agent shall be deemed executed upon Company expressing its intention to accept the application.
3. If there occurs any change to items entered in the Application Form, Etc. submitted by an Agent, or any modification of those Application Form, Etc. becomes necessary, the Agent shall accordingly modify those Application Form, Etc.
4. Upon the execution of an Agreement between Company and an Agent as provided in this Article, Company shall grant to the Agent a right to use the System on a non-assignable and non-exclusive basis, but strictly within the scope of use specified thereto.
5. When Company conducts training, etc. in order to disseminate the rules regarding the use of the System, including these TOU, and otherwise in order to ensure the proper use of the System, Agents shall provide necessary cooperation such as participating in such training.

## Chapter 2      System Use Fee, etc.

### Article 4 (System Use Fee and Notification from the Agent to the Company)

1. Each Agent shall be obligated to pay the Company the basic fee for the use of the System as specified in the Application Form, Etc. (which shall be payable in full even when the Agreement with the Agent terminates halfway through a specific month, with no per-diem deductions). Each time when there occurs the Initiation of Employment of a User who the Agent came to know through the System (‘came to know’ in this context includes where the User uses an Account that

is not the relevant Agent's Account), shall also pay the system use fee provided for in the Application Form, Etc. (hereinafter referred to as the "**System Use Fee**");

2. In the event that a User joins the Agent (including the case where the User is employed as a dispatched worker with the Agent), the Agent shall pay the System Use Fee stipulated in the Application Form, Etc. Paragraph 7 of this Article shall not apply if the Agent employs the User directly.
3. In the event that a User joins a client enterprise of the Agent or the Agent, and subsequently joins another or the same client enterprise of the Agent or the Agent, the Agent shall pay the System Use Fee to the Company.
4. Notwithstanding the provisions of the preceding three (3) Paragraphs, no success fee shall be payable in the following cases:
  - (1) where two (2) years have elapsed since the Acceptance of Job Offer by a User occurs, counting from the last day when such User made any form of communication to the Agent through the System (including Application on the System; the same in this Article below).
  - (2) In the event that the Agent can prove objectively, based on materials, that there was an exchange of messages between the Agent and the User for the purpose of introduction of vacant positions and solicitation of applications such as for job placements, within three (3) months prior to the date that personal information and contact information was disclosed to the other party through the System, and the Company deems it reasonable; provided, however, if a User expressed its intention to the Agent to not to receive Recruiting Services in the last communication in the relevant exchange, this item shall not apply, and the Agent shall pay the System Use Fee in accordance with Paragraph 1 to 3 of this Article.
5. If an Agent does not report the Initiation of Employment to the Company in accordance with Article 12, Paragraph 1, item (2) before the 15<sup>th</sup> day of the subsequent calendar month of the scheduled date of the Initiation of Employment, the Initiation of Employment of a User shall be deemed to occur from such scheduled date and the Agent shall pay the System Use Fee to the Company.
6. Unless these TOU are terminated due to a cause attributable to Company, or otherwise the TOU provides, Agents shall be obligated to pay the basic fee and the System Use Fees concerning Users even after early termination by such Agents, and Company shall not be liable to repay any basic fees or System Use Fees already received from such Agents in any case.
7. Agents shall be obligated to pay the relevant System Use Fee to the Company regardless of such Agents repaying any placement commission received from an enterprise to which such Agent introduced a User to for consideration, or where such Agents fail to receive payment of placement commission thereto, and Company shall not be liable to repay the relevant System Use Fee already received from such Agents in any case.
8. Notwithstanding the preceding Paragraph, in the case where all or part of a placement commission paid to an Agent or Third Party Agent by an enterprise to which such Agent or Third Party Agent introduced a User to for consideration is repaid to such enterprise on account of the introduced User having left the enterprise or other similar reasons (hereinafter referred to as a "**Leaving Event**") (such repayment is hereinafter referred to as the "**Commission Refund**"), if the Agent submits to Company objective evidence as requested by Company proving the existence of a Leaving Event (such as a relevant written claim issued by the employer enterprise) within one (1)

month after the occurrence of the Leaving Event, based on which Company judges that a Commission Refund actually happened as well as such Commission Refund being reasonable, the Agent shall be exempted from the obligation for payment of the relevant System Use Fee, at a ratio equal to the amount of the Commission Refund as compared to the total amount of the placement commission received by such Agent (or, if already paid, be entitled to be refunded the System Use Fee by the Company at such ratio), except where the Commission Refund is caused by a reason attributable to such Agent.

9. The Agent may not change ex post facto the contents reported to the Company or the System Use Fee calculated based on the reported contents in accordance with Paragraphs 1 and 2 of Article 12.
10. Notwithstanding the preceding Paragraph, the Agent shall report to the Company within one (1) month in the event of any subsequent change to the details reported to the Company and any increase in the amount of the System Use Fee. In this case, the Company may charge the increased amount of the System Use Fee based on the report, and if the payment has already been made, the Company may additionally charge the increased amount. In the event that the Agent fails to make a report under this Paragraph, Article 21.3 shall apply.
11. Notwithstanding Paragraph 9, in the event that the amount of the System Use Fee is reduced due to a change in the details reported to the Company, the Company shall charge the reduced System Use Fee only if the reason for the change is reported within one (1) month of the occurrence of the relevant event based on objective information and the Company deems it reasonable. In this case, the Company shall charge the reduced System Use Fee, or refund the reduced amount if the payment has already been made. However, no reduction or refund shall be made if one (1) year has elapsed since the first report to the Company.

#### Article 5 (Payment Terms)

Agents shall pay the basic fee and the System Use Fee by their due dates indicated in the relevant invoices, via remittance to the bank account designated by Company or as otherwise instructed by Company. All bank transfer charges for such payment shall be borne by Agents.

### Chapter 3 System Details

#### Article 6 (User ID, Passwords and User Identification)

1. Upon the execution of an Agreement between Company and an Agent, Company shall issue to such Agent a user ID and password (hereinafter referred collectively to as the “**ID, Etc.**”) for the Account and accessing and using the Account after Company’s review in accordance with the criteria (the “**Review Criteria**”) prescribed separately by Company; provided, however, that only the Agent’s officers (excluding those who are not engaged in recruiting business at such Agent) and employees (meaning full-time employees and contract employees who have executed employment contracts with such Agent, excluding part-time employees, interns or any other employees who are not fulltime employees and contractors; hereinafter the same shall apply in this Article) are entitled to access and use the Account. It is not possible for the same person from the Agent organization to use more than one (1) Account, unless the Company has given its consent in writing (including by email). In addition, a person who holds an Account with a particular Agent cannot receive an Account with a Third Party Agent.

2. An Agent shall not assign, transfer, lease, disclose, leak or otherwise make known its ID, Etc. to any other third party. In addition, such Agent shall procure its officers and employees to not assign, transfer, lease, disclose, leak or otherwise make known its ID, Etc. to any other third party.
3. If any Agent becomes aware that its ID, Etc. has become known to a third party, or otherwise suspects that its ID, Etc. may be used by a third party, it shall immediately notify Company as such and follow any instructions issued by Company thereof.

#### Article 7 (Search of User Information)

Agents may view and search for registered information of Users, in a manner without identifying specific User individuals, using the Management Screen as accessed from the Agents' computer terminals and other devices.

#### Article 8 (Provision of Vacant Position Information)

1. Agents may post in BizReach various vacant position information of its client enterprises by entering the same using the Management Screen as accessed from the Agents' computer terminals and other devices. In such cases, Agents shall enter such vacant position information on its sole responsibility and judgment, in accordance with Company's current posting and expression rules (hereinafter referred to as the "**Posting and Expression Rules**").
2. If an Agent enters any vacant position information, Company shall examine whether or not the information conforms to the Posting and Expression Rules, without undue delay; provided, however, that when there exists a large volume of such examination requests or in any similar situation, the examination of an Agent's case may not be completed by a specific day the Agent desires, which each Agent hereby acknowledges.
3. If there occurs any change in vacant position information transmitted by an Agent in accordance with this Article, such Agent shall immediately reflect the change in the information posted in BizReach and notify Users thereof.
4. If it becomes evident that any vacant position information provided by an Agent is in violation of the Posting and Expression Rules or otherwise contains false statements, Company reserve the right to request such Agent to correct the information and notify Users thereof. If so requested, such Agent shall immediately take the same measures as are provided for in the preceding Paragraph.
5. All copyrights, patents, trademarks, know-how and other intellectual property rights (hereinafter referred to as the "**Intellectual Property Rights**") in the System shall solely belong to Company. The Intellectual Property Rights in those original texts, photos, etc. prepared by Agents or third parties on behalf of Agents (hereinafter referred to as "**Agents, Etc.**") and posted on the System shall belong to the relevant Agents, Etc.

#### Article 9 (Preparation and Transmission of Scouts)

1. Agents may introduce vacant position information posted in BizReach to Users whom the Agent selects through the view and search function in accordance with Article 7 hereof, using the Management Screen as accessed from the Agents' computer terminals and other devices, and induce such Users to apply for such vacant position information and otherwise make similar Scout communications to them.

2. Agents shall comply with these TOU and other directions given by Company when making use of the view, search and Scout functions as provided in this Article and Article 7.

#### Article 10 (Suspension of Use)

1. If there occurs any of the following events with an Agent, Company may, by giving a notice (prior or ex-post-facto) to such Agent, immediately take down such Agent's posting of vacant position information, etc. in the System and suspend such Agent's use of the System or partially or fully suspend its access to its Account or delete its Account, at the sole discretion of Company. In such cases, such Agent shall take all appropriate measures for correction in accordance with Company's directions. This Article shall not preclude Company from terminating the Agreement with the Agent in part or in full:
  - (1) Violation of any provisions of these TOU, general terms and conditions, terms of use or other rules of use for the System;
  - (2) Non-confirmation of due payment of basic fee or System Use Fees;
  - (3) Complaint by Users or third parties is raised with respect to such Agent or its services;
  - (4) If a Third Party Agent or a third party requests the deletion of part of the Agent's Account on the grounds that an Account of the same person already exists;
  - (5) If it is revealed that the Agent that has been granted an Account under Paragraph 1 of Article 6 does not meet the Review Criteria, a person who has been granted an Account used to belong to another Agent that falls under the item 1-4 in this Paragraph, or the Agent violates any rules of use for the system; or
  - (6) Company judges that there is a reasonable need which is equivalent to any of the foregoing.
2. Company shall not be liable to compensate the Agent for any damage sustained due to Company having taken any of the measures provided for in the preceding Paragraph.

#### Article 11 (Notice to and Communication with Users)

1. Each Agent may send notices to and communicates with such Users who applied for or inquired about vacant position information posted by such Agent, or with those Users who such Agent selected based on Article 7 hereof.
2. An Agent shall respond in any manner (including but not limited to responding to a reply to Scouts and answering questions) to each User within five (5) business days after such User's application or other message arrives at the Management Screen of such Agent.

#### Article 12 (Reporting and Notice by Agent to Company)

1. Each Agent shall report to Company the following matters concerning Users (irrespective of whether or not the obligations to pay the System Use Fee occur with respect to such Users) by means of entering the status of progress with them via the Management Screen, in accordance with such frequency and in such manner as Company designates:
  - (1) Users' applications for Recruiting Services or career support services such as recruitment information services other than BizReach, and applications for vacant position information provided through such Recruiting Services by such Agent (irrespective of whether the same information was provided via the System);

- (2) Commencement of selection concerning vacant positions, job offers, Acceptances of Job Offers, Initiation of Employment, etc., and other aspects of and changes in progress with Users; and
  - (3) Other matters whose reporting is requested by Company.
2. If an Acceptance of Job Offer is obtained from a User (including the case of direct employment by an Agent), the Agent shall notify Company thereof, by the last calendar date of the month the Acceptance of Job Offer occurs, or by the date the User starts his/her work with an employer, whichever is earlier, in the manner of specifying the fact in a Company-prescribed format or entering via the Management Screen, irrespective of whether or not the obligation to pay the System Use Fee occurs with respect to such User.
3. If Company requests an Agent with respect to a User, irrespective of whether or not the obligation to pay the System Use Fee has occurred with such User, such Agent shall immediately provide Company with the selection record of such User, a copy of any invoice issued by such Agent to the relevant employer of such User, and other items requested by Company. In such cases, such Agent shall provide such items to Company with the relevant User's consent thereof and, if any claims are made against Company by a third party in relation to Company's obtainment of such items, such Agent shall handle the claim at its sole responsibility and expense and indemnify and keep harmless Company from the claims.

#### Article 13 (Suspension of Operation of BizReach Due to Maintenance Work, etc.)

1. In any of the following cases, Company may, by giving notice to Agents (prior or ex-post-facto), suspend the operation of the System, to which Agents hereby acknowledge:
  - (1) Where Company performs server maintenance involving the System or BizReach, modification to the specifications of or repair of defects in BizReach, or the like;
  - (2) Where there has occurred or threatens to occur acts of God or other emergency situation, or the operation of the System becomes impractical or impossible due to establishment or amendment of laws and regulations, etc. (whether within Japan or outside of Japan); or
  - (3) Where temporary stoppage of the operation of the System is otherwise required on account of any compelling need.
2. Company shall not be liable for any possible delay caused by the suspension of the System as provided for in the preceding Paragraph in posting or updating vacant position information provided by Agents in the System, or delay in receiving replies from Users.

#### Article 14 (Change in Specifications of System, etc.)

Agents hereby agree that the specifications of the Management Screen or other aspects of the System may, with notice to them (prior or ex-post-facto), be altered or changed due to change in Company's systems, repair of defects in the System, problems involving the use of the System, request by a majority of Agents, or any other reason.

#### Article 15 (Prohibited Acts)

1. Agents or any other person are strictly prohibited from performing any of the following conduct via making use of the System:

- (1) Prohibited acts concerning vacant position information, etc. and their transmission and retransmission:
  - (i) To transmit any vacant position information, etc. which violate or may violate any applicable law or regulations;
  - (ii) To transmit or retransmit any vacant position information, etc. which are false, fictitious or otherwise wrongly deceive or may wrongly deceive Users;
  - (iii) To transmit or retransmit any vacant position information, etc. which violate or may violate public order and morality;
  - (iv) To transmit or retransmit any vacant position information, etc. which Company judges is likely to cause offence to Users; and
  - (v) To transmit or retransmit any vacant position information, etc. which Company otherwise judges as inappropriate.
- (2) Other prohibited acts:
  - (i) To use the System for a purpose other than providing Recruiting Services;
  - (ii) To introduce any User to another Third Party Agent or to disclose or provide Personal Information of any User to a recruiting information provider other than Company;
  - (iii) Use of Personal Information obtained through the System for purposes other than those related to Recruiting Services operated by the Agent, or disclosure or leakage of Personal Information to a third party other than the client enterprise to which the User has agreed to provide Personal Information, or any other act that cause harm or may be detrimental to the User;
  - (iv) In the process of carrying out the recruitment work entrusted to the Agent by the client enterprise, the act of having a User who became known through the use of the BizReach system (regardless of whether it is the use by the client enterprise or by the Agent) based on the BizReach usage contract between such client enterprise and Company join the client enterprise (including but not limited to the client company in question); provided that excluding the case where a success fee is paid based on the BizReach usage contract of the client enterprise when the company that the User joins is the recruiting company in question;
  - (v) To entrust Company with any matter liable to violate any applicable law or regulations;
  - (vi) To perform any conduct which violate or may violate any applicable law or regulations;
  - (vii) To perform any conduct in violation of public order and morality;
  - (viii) To perform any conduct liable to wrongly deceive Users;
  - (ix) To perform any conduct which cause or may cause infringement on the property (including any intellectual property right), honor or privacy of, slander or libel to or other disadvantage for Company or a third party;
  - (x) To interfere with the operation and maintenance of Company's services;
  - (xi) To falsify any information available with respect to the System;
  - (xii) To transmit or post any hazardous computer programs, e-mails, etc.;
  - (xiii) To improperly access servers of Company;
  - (xiv) To perform any conduct liable to cause overload to the whole or part of Company's systems including but not limited to automatic patrol programs; and
  - (xv) Other conduct which Company separately designates as prohibited.

- (3) Prohibited acts with respect to collection of data concerning the System
- (i) To acquire, etc. any data, information, etc. of the System using any software, device, script or robot (including but not limited to one functioning through the technology of plugging in or add-on of a crawler or browser, etc. or manual operation);
  - (ii) To interfere with the functioning of the System (including but not limited to transmission of a large quantity of requests, act causing overload to the System and DoS attack);
  - (iii) To use any automatic means such as a bot which make access to the System and add or download contacts, transmit or redirect messages and so on;
  - (iv) To overlay on or alter the System or its appearance;
  - (v) To delete, hide or make vague any advertisement contained in the System;
  - (vi) To copy, use, disclose or distribute any information obtained from the System (except as explicitly allowed herein);
  - (vii) To bypass or circumvent any restriction on access to or use of services (including but not limited to restriction on the keyword search);
  - (viii) To establish a deep link in the System for any purpose other than advertisement of the profile and group of the System, without the Company's approval.

#### **Chapter 4      Protection of Confidential and Personal Information**

##### Article 16 (Protection of Confidential Information and Personal Information)

1. Company may, to the extent necessary for provision of the functions of the System, disclose Confidential Information to the officers, employees, subcontractors and other delegates, advisors, consultants, lawyers, tax accountants and other professionals legally bound by confidentiality obligations of the Company or its Group Companies (meaning affiliated companies of the Company and companies having the same parent company as the Company. Hereinafter the same), but shall be prohibited from disclosing to any other third parties or using for any purpose other than that of provision of the functions of the System without the prior written approval by the Agent concerned.
2. Company may, to the extent necessary for operation of its services, entrust a delegate with its duties, in whole or in part, in handling Confidential Information and Personal Information; provided, however, that in such case, Company shall procure such delegate to be bound by confidentiality obligations equivalent to that of Company under this Article. When making such entrustment, any violation of the confidentiality obligation by a delegate shall be regarded as Company's own violation thereof, and Company shall be legally liable for such violation.
3. Company may, for the purpose of operating its business, disclose and provide to its Group Companies the existence of the Agreement as well as the transactional history, etc. between Company and Agent ("Agreement Information"), and the Group Companies may within the purpose of operating the Company's business, use such Agreement Information. In such case, Company shall be responsible for the use of the Agreement Information by its Group Companies.
4. Agents shall use any Confidential Information and Personal Information having come to its knowledge in considering the adoption of the System or using it, only for the purpose of consideration of adoption of the System or performance of Recruiting Services using the System, and shall be prohibited from using them for any other purpose (whether commercial or otherwise).

5. Agents shall not disclose, or use for its own benefit, any Confidential Information of Company and/or other non-public information of Company (including but not limited to the structure, knowhow, program sources and other information of the System) having come to its knowledge in the course of considering the adoption of the System or use thereof.
6. Agents shall strictly and appropriately handle all Personal Information of Users as confidential information and shall not, without the approval by a User, disclose his or her Personal Information to any third party.
7. In handling the Personal Information of Users, Agents shall comply with applicable laws and regulations including the Act on the Protection of Personal Information of Japan, and shall take measures to protect Personal Information that follow the eight principles of the OECD Privacy Guidelines if the applicable law and regulations do not address the principles.
8. Each Agent hereby agrees that, if any action or claim is raised against Company by a User or other third party, with respect to the use or management of Personal Information of Users by such Agent, such Agent shall resolve such action or claim solely at its responsibility and expense and that Company shall not be liable therefor at all.

Article 17 (Viewing and Use of Personal Information and Application Information Data) 1.

In using the System, each Agent hereby acknowledges that:

- (1) In providing the System to Agents, BizReach may view and use the history and contents of emails sent and received between the Agents and the User to the extent necessary to check the performance status of the Agreement, and to build, improve, and maintain the System, and to maintain and improve BizReach's services, and to develop new services of BizReach. In addition, to the extent that BizReach has obtained the consent of the User, BizReach may view and use the Personal Information and the Application Information Data of Users who have applied for the job opening with the Agents.
  - (2) Company may aggregate and analyze the records of use of the System by Agents and Users (including but not limited to enterprise information, Applications and status management data) and Personal Information, prepare statistical data, etc. in the manner where it is unable to identify specific individuals, and use such statistical data, etc. freely without any restriction (including but not limited to proposals to Agents and/or Users, market research and development of new services).
2. Company may publish on BizReach information on the efficiency and/or reputation of Agents, such as result from Users' responses to questionnaires, Application Information Data, and aggregate data on usage parameters of Agents (including but not limited to number of Users whose employment was accomplished through the System and other information which Company may recognize on the Management Screen, and other contents reported by Agents pursuant to this TOU), to which Agents hereby agree.
  3. Agents hereby agree that Company may, at its discretion, confirm with Users the progress of activities concerning job seeking and provide Users with information concerning Agents, and that Agents shall cooperate with Company therein, and that Company may, in relation to such provision of information, examine the historical records of use of the System (including but not limited to Screen views, receipt and reading of and reply to Scouts, transmission and receipt of other mail, and processes/manners/success or failure of Users' job seeking activities).

## Chapter 5 Damages, etc.

### Article 18 (Right of Inspection and Audit)

1. Company, and lawyers, certified public accountants and other experts, etc. appointed by the Company, may, during Agents' business hours, perform inspections against them on the numbers of reports of Acceptances of Job Offer, accuracy and trueness of such reports, and other matters concerning the Agreement, and/or view the use records of the System.
2. Company may, concurrently with inspection and/or viewing provided for in the preceding Paragraph, confirm with and inquire to Users the facts of the Acceptances of Job Offer, the date of Initiation of Employment in accordance with such Acceptance of Job Offer, envisaged annual salary amounts, etc.
3. Each Agent shall, during the Effective Period of the Agreement as well as for a period of five (5) years after the termination of the Agreement, keep complete and accurate records which are sufficient to determine System Use Fees due and payable to Company and the detailed breakdown for such System Use Fees Further, each Agent shall, upon request by Company and/or its lawyers, certified public accountants and other experts, etc. and during its regular business hours, allow entry for on-site audit and to provide such books and records and other documents related to the performance of the Agreement for perusal, reproduction and submission .
4. The expense related to the audit under paragraph 3 of this Article shall be borne by the Company; provided, however, that if the amount of System Use Fees actually paid by an Agent to the Company is found to be less than the amount of System Use Fee due and payable to the Company as a result of the audit, such audited Agent shall bear the expenses related to the audit.

### Article 19 (Warranty)

1. Each Agent warrants that such Agent is in full compliance with the Employment Security Act of Japan and all other applicable laws and regulations, and that all information presented by such Agent to Company are correct and complete.
2. The Agents and BizReach represent and warrant to the other party the following items from the date prior to the execution of the Agreement until the expiration of the term of the Agreement.
  - (1) That itself is not a member and will not be a member of a crime syndicate, a crime syndicate related group (related party), a corporate blackmailer (sokaiya), a politically-branded racketeering organization, any other antisocial group, or the member of such a group (hereinafter collectively referred to as the "Antisocial Group").
  - (2) Its own officers, employees who are deemed to have substantially the same level of control as its officers, persons holding Accounts as specified in Article 6, as well as creditors and shareholders (investors), are not Antisocial Forces, nor are they likely to be.
  - (3) If a third party is engaged by it to perform the work, the third party shall not fall under any of the preceding two paragraphs.
3. When a fact contrary to the representations and warranties set forth in the preceding paragraph is found with respect to either the Agents or BizReach, or when the Agents or BizReach, by itself or by causing a third party, commits an act that falls under any of the following items, the other party

shall be entitled to terminate the Agreement without any notice. However, in the case of item (3) of the preceding paragraph, the other party may terminate the Agreement only if it requests the other party to promptly terminate the relationship with said third party and the other party does not prove that the relationship has been terminated within a reasonable period of time.

- (1) Violent crimes such as assault, threats, extortion, damage to property, and illegal possession of a firearm.
  - (2) When a party has behaved in a coarse manner, spoken or acted against the other party with the power of Antisocial Forces behind it.
  - (3) When a party interferes with the business of the other party or acts in a manner that may cause interference.
  - (4) When a party commits an act that defames or may defame the reputation or credibility of the other party.
4. A party who is responsible for the termination of the Agreement pursuant to the preceding paragraph shall not make any claim against the other party for damages arising from the termination.

#### Article 20 (Liability Disclaimer)

1. Company shall not be liable for any loss and damage which may be sustained due to acts of God or other force majeure (including but not limited to telecommunication circuit congestion or failure, or server breakdown).
2. The Company shall not be liable for any damages caused to the Agent, resulting from the inability to use the System or from any other cause, when the Agent uses the System from outside of Japan.
3. Company shall not be liable for any loss and damage attributable to an Agent or other third party.
4. Company makes no representation or warranty whatsoever that any information concerning a User which has been provided in the System by such User in the course of activities involving the System is true, up-to-date or correct.
5. Company shall not be liable for any loss and damage which may be sustained by an Agent as the result of use of files obtained by the Agent through the System (including those due to unintended contact with information against public order and morality, error in information, contagion by computer viruses, etc.).
6. Company shall not be liable for any loss or damage which may be sustained by an Agent as the result of any suspension of such Agent's use of the System or access to its Account, as caused by a violation by such Agent of any provisions to these TOU.

#### Article 21 (Indemnification)

1. If an Agent violates these TOU or the Agreement between Company and such Agent and, accordingly, causes damage to Company, such Agent shall be liable to compensate Company for all damage sustained thereby.
2. If there occurs any dispute, etc. between an Agent and a User or other third party and, accordingly, Company is obliged to directly deal with it, such Agent shall bear all expenses incurred by Company in relation to reasonable procedures taken thereto.
3. If Company reasonably judges that, in spite of an Acceptance of Job Offer by a User whom an Agent came to contact with or would have discovered through the System, such Agent fails to

notify Company or otherwise give any false report thereof to Company and, accordingly, Company is prevented from rightly collecting the relevant System Use Fee from such Agent (hereinafter referred to as a “**Violation**”), such Agent shall be obligated to pay the Company 3,000,000 JPY for each hire that relates to such Violation, in addition to the original amount of the System Use Fee. The provisions of this Paragraph shall not preclude Company from requiring such Agent to compensate for damages exceeding the amount equivalent to the System Use Fee as sustained by Company, nor preclude termination of the Agreement by Company with such Agent.

4. Any violation of Item (iv) of Paragraph 2 of Article 15 by an Agent shall be deemed to fall under the Violation set out in the preceding paragraph.

## **Chapter 6 Termination of Agreement**

### Article 22 (Termination)

1. Company or an Agent may terminate the Agreement between them by giving the opposite party a one (1) month prior written notice (including notice by e-mail).
2. Notwithstanding the preceding Paragraph, if Company or an Agent falls under any of the following items, the opposite party may terminate the Agreement immediately between them by giving a notice to that effect, with no need to demand the correction thereof, or Company may suspend in whole or in part such Agent’s use of the System and/or discontinue all or part of the other transactions with such Agent:
  - (1) Where any asset is attached, provisionally attached or subjected to a provisional disposition or disposition for collection of tax in arrears, or an application for commencement of the proceeding of bankruptcy, civil rehabilitation, special liquidation or corporate reorganization is filed by such party or against such party by another party;
  - (2) Where bills or checks drawn or accepted by such party are dishonored, or such party falls in the state of insolvency; and
  - (3) Where such party cannot be expected to perform its obligations based on these TOU.
3. In addition to the reasons listed in the preceding Paragraph, if any of the following items apply to the Agent,, Company may, without prior warning, terminate the Agreement, suspend the use of all or part of the Services by the Agent, or otherwise terminate all or part of the transactions between the Company and the Agent.
  - (1) If it is found that there is any misinformation contained in the documents to be submitted to the Company, or in the matters required to be registered or reported to the Company;
  - (2) If the Agent violates any of the terms and conditions of this TOU (including violations of the warranty set forth in Article 19), general terms and conditions, terms of use or other rules of use for the System;
  - (3) When the Company's judges that its credibility may be affected by complaints from third parties, disputes with Agents, or violations of applicable laws;
  - (4) When all or a significant part of the business is transferred to another party;
  - (5) When there is a major change in the business environment including due to a merger, a change in major shareholders, or the discontinuation of a business.

4. All of an Agent's debts shall immediately accelerate and fall due upon termination of the Agreement between Company and such Agent on the basis of Paragraphs 2 or 3 of this Article.

#### Article 23 (Survival)

1. Notwithstanding an Agreement between Company and an Agent terminating due to the expiration of the effective duration thereof, or any earlier termination or cancellation thereto, such Agent's right to use the System shall remain in force and effect to the extent necessary until the latest of the following days, except where the Agreement is terminated due to any cause attributable to such Agent:
  - (1) Day of the last Initiation of Employment of any User with whom the Agent had known (or reasonably would have known) through the System;
  - (2) Day of completion of payment of all System Use Fees incurred by the Agent under Article 4 hereof;
  - (3) Day when the job seeking activities by all Users with whom the Agent had known (or reasonably would have known) through the System ended; and
  - (4) Expiration day of the Agent's Account.
2. Article 4 (System Use Fee), Article 5 (Payment Terms), Article 12 (Reporting and Notice by Agent to Company), Article 16 (Protection of Confidential Information and Personal Information), Article 17 (Viewing and Use of Personal Information and Application Information Data), Article 18 (Right of Inspection and Audit), Article 21 (Indemnification), this Article, Article 24 (Non-Assignment of Rights and Obligations) and Article 27 (Jurisdiction and Governing Law) hereof shall survive the termination of the Agreement between Company and each Agent.

#### Article 24 (Non-Assignment of Rights and Obligations)

1. Any Agent may not assign, lease or create a security interest on any of its rights and obligations under the Agreement between Company and such Agent without Company's prior consent.
2. In the event that BizReach transfers the business related to the System to a third party (including, but not limited to, the transfer of business, succession due to a merger or division of a company, hereinafter collectively referred to as the "**Transfer of the Business**"), BizReach may transfer the status of the operator of the System, the status under this Usage Agreement, the Terms of Use and the Agreement (hereinafter collectively referred to as the "**Service Agreements**"), the rights and obligations under the Service Agreements, and the registration information and other information of Agents to the transferee of the Transfer of the Business. The Agents agrees in advance to the transfer of its status under this Usage Agreement, its rights and obligations under the Service Agreements, and the Agents's registration information and other information.

#### Article 25 (Effective Period)

The effective period of each Agreement between Company and an Agent (hereinafter referred to as the "**Effective Period**") shall be from the execution day of the Agreement to the expiration day thereof specified in the relevant Application Form, Etc.; provided, however, that unless either party thereto notifies the opposite party of its intention to terminate the Agreement not later than the day immediately preceding the prescribed expiration day, and the Agent is compliant with the procedures prescribed by

the Company, the Agreement shall be automatically renewed for a duration of six (6) months, and the same shall apply thereafter. In such case, the Agent agrees in advance that the Company may change the terms and conditions of the renewed Agreement at the time of renewal.

## **Chapter 7      Modification, Jurisdiction**

### Article 26 (Modification)

1. BizReach may change the contents of this TOU without the prior consent of the Agents within the scope prescribed by the Civil Code, if it is deemed to be in the general interest of the Agents when there is a change in circumstances such as social conditions, economic conditions, or changes in the tax regulations, or there is a change in laws and regulations, or there is a change in the actual situation regarding the System, or if there are other reasonable grounds.
2. In the event that BizReach amends this Usage Agreement based on the provisions of the preceding Paragraph, BizReach shall, prior to the amendment taking effect, notify the Agents of the fact that this Usage Agreement is being amended, as well as notifying when the effective date and content of the amendment to this Usage Agreement will take effect, by posting on BizReach's website or by other appropriate means. The revised Usage Agreement shall apply from the date on which a reasonable period of time specified at the time of such notification has elapsed.
3. In the event that BizReach makes any changes to this Usage Agreement not in accordance with the provisions of Paragraph 1 of this Article, BizReach shall obtain the consent of the Agents regarding the amended content of this Usage Agreement. In this case, BizReach shall also make the contents of the revised Usage Agreement known in accordance with the provisions of the preceding Paragraph. In the event that the Agents uses the service from the date on which the amended Usage Agreement becomes effective, the Agents shall be deemed to have agreed to the amended Usage Agreement.
- 4.

### Article 27 (Jurisdiction and Governing Law)

These TOU and all Agreements between Company and Agents shall be governed by the laws of Japan, and any and all disputes arising in relation to such Agreements shall be subject to the exclusive jurisdiction as first instance of the Tokyo District Court or the Tokyo Summary Court.

#### Supplementary:

Prepared and Applied from July 1, 2019

Revised and revisions effective as of January 1, 2020

Revised and revisions effective as of March 18, 2020 (Article 16 effective from February 3, 2020)

Revised and revisions effective as of May 1, 2021

Revised and revisions effective as of April 1, 2022

Revised and revisions effective as of October 1, 2023