

Master Agreement for Use of RCL Agent Web

This Master Agreement for Use of RCL Agent Web (this "Agreement") is entered into by and between Shinview International Travel Company Limited (the "Agent") and Recruit Co., Ltd. ("RCL"), as follows:

Article 1. Purpose

The purpose of this Agreement is to improve the value of, and further the use of, travel-related services provided by the Agent and RCL, by way of providing abundant options and improved convenience, based on the use of accommodation services provided by accommodation in Japan, for travel plans which meet the needs of consumers outside of Japan.

Article 2. Definitions

In this Agreement, the following terms shall be defined as follows:

- (i) "**Accommodation**" means any accommodation existing in Japan, which has entered into an agreement with RCL based on the Terms and Conditions for Use of Reservation Acceptance System Concerning Accommodation, etc.
- (ii) "**Accommodation Inventory**" means any vacancy or accommodation plan available for reservation, provided by each Accommodation.
- (iii) "**Agent's Site**" means a website managed and operated by the Agent to provide travel-related services (including arranging overseas travel plans, selling travel plans, providing information concerning travel plans and accepting inquiries and reservations via information desk or telephone, and collecting the sales proceeds for travel plans) for consumers in the Subject Country.
- (iv) "**RCL Agent Web**" means a system managed and operated by RCL, which can be viewed by Agent and RCL to principally make reservations concerning Accommodation Inventory and to verify reservation status.
- (v) "**RCL Inventory**" means each Accommodation Inventory which is indicated on the RCL Agent Web as being "available" for consumers in the Subject Country.
- (vi) "**Subject Country**" means the country other than Japan in which the Agent engages in the sale of RCL Inventory.

Article 3. Content of Operations Hereunder

The content of the operations to be conducted under this Agreement shall be as follows:

1. Agent's Operations

- (i) The Agent hereby assumes the obligation to sell to consumers the RCL Inventory whose sale has been subcontracted to the Agent in accordance with item (i) of the next paragraph, as well as the obligation to pay amounts equivalent to the accommodation fees for RCL Inventory indicated on the RCL Agent Web, to the respective Accommodation which has provided such RCL Inventory;
- (ii) The Agent may sell travel plans and air tickets, etc. independently handled by the Agent, in combination with RCL Inventory; provided, however, that the Agent shall not sell any RCL Inventory for an amount lower than the relevant amount indicated on the RCL Agent Web, unless the Agent has obtained written consent from RCL for the same. In such a case the Agent must not give the consumer a breakdown of the charges for the air tickets, etc., and the RCL inventory;
- (iii) The Agent shall collect the sales proceeds of the RCL Inventory from consumers at its own responsibility and expense;
- (iv) The Agent may view information indicated on the RCL Agent Web, and shall, based on such information, accept applications for purchases of RCL Inventory received from consumers, and make relevant reservations and cancellations, etc.;
- (v) The Agent shall, at its own responsibility and expense, make available to consumers information concerning RCL Inventory (including, without limitation, the accommodation fees, detailed content, amenities and reviews concerning each RCL Inventory; the same shall apply hereinafter), as well as information concerning Accommodation providing such RCL Inventory (including, without limitation, addresses and access; the same shall apply hereinafter), with all such information to be separately provided by RCL, after the Agent has correctly translated the same into the language of the Subject Country where necessary. In the event of the Agent in the Subject Country producing its own promotional materials (including, without limitation, the Agent's Site and brochures, fliers, etc. prepared by the Agent; the same shall apply hereinafter), the Agent shall indicate information concerning RCL Inventory in its promotional materials for

consumers, giving due consideration so that such information will be easy to understand and will appear attractive; provided, however, that whenever RCL gives the Agent separate instructions as to the indication of information on such promotional materials, the Agent shall comply with RCL's instructions. If review(s) concerning any Accommodation is(are) provided by a third party other than RCL as information concerning such Accommodation, the Agent shall not indicate, on the Agent's Website, such review(s) provided by a third party, next to any review(s) concerning said Accommodation, obtained from the RCL Agent Web;

- (vi) If the Agent is requested by RCL to indicate RCL as the information source concerning any information which has been provided to the Agent by RCL in the course of the performance hereof, the Agent shall make such indication in its promotional materials in accordance with RCL's request;
- (vii) Upon RCL updating any information set forth in the preceding item, the Agent shall also promptly update the indications in its promotional materials, at the Agent's own responsibility and expense;
- (viii) The Agent shall have discretion to determine, at its own responsibility and expense, the sales proceeds of the RCL Inventory to consumers in the Subject Country; provided, however, that the Agent shall not sell any RCL Inventory for an amount below the amount indicated on the RCL Agent Web, unless the Agent has obtained written consent from RCL for the same;
- (ix) If any consumer in the Subject Country indicates an intention to purchase any RCL Inventory, the Agent must sell such RCL Inventory after having verified, using the RCL Agent Web System, that the relevant RCL Inventory is available for sale;
- (x) In selling any RCL Inventory, the Agent shall enter, into the RCL Agent Web, the content separately designated by RCL, in the manner separately designated by RCL;
- (xi) The Agent shall, at its own responsibility and expense, carry out such procedures and give such notices to purchasers of RCL Inventory as are required under the laws of the Subject Country for the performance of this Agreement (including, without limitation, securing consents from consumers to the effect that any personal information obtained from consumers in the Subject

Country will be used by RCL and the applicable Accommodation(s), within the scope necessary for the performance of any relevant travel agreement which may be formed between the Agent and such consumer, or for similar purposes, as well as informing the consumers of the fact that the Agent or any of its branch offices serves as the point of contact for measures to be taken in the event of any problem arising, and the necessary contact information), and shall comply with obligations which may be imposed on travel agents, etc. based on the laws of the Subject Country (including, without limitation, providing indemnification). The Agent represents and warrants that, it is not, as of the date of execution of this Agreement, and will not be, during the term hereof, in violation of the laws and regulations of the Subject Country;

- (xii) Whenever the Agent indicates RCL Inventory on the Agent's Site, the Agent shall, accurately and at all times, indicate for the consumers in the Subject Country information concerning such RCL Inventory as has been provided by RCL, as well as indicating the latest information on the Agent Web concerning the respective Accommodation providing the RCL Inventory, thereby maintaining a situation which allows for the sale of such RCL Inventory to consumers. The Agent must not, whether directly or indirectly, post RCL inventory on a website offering services in Japanese;
- (xiii) The Agent shall provide necessary education to its employees, etc. concerning: information on tourist sites in Japan; matters relating to RCL Inventory which would be appealing to consumers in the Subject Country; the method of using the RCL Agent Web; necessary measures to be taken so that the Agent's and RCL's systems can co-function; and other matters separately requested by RCL for sales promotion purposes.
- (xiv) The Agent may, if the prior consent of RCL has been obtained, subcontract the sale of RCL inventory to a third party; however, in such a case, the Agent shall not be exempt from the payment obligations to RCL;
- (xv) When on the basis of the preceding clause the sale of RCL inventory has been subcontracted to a third party the Agent shall appropriately manage the subcontractor, or should the said subcontractor have contracted the sale to a further third party the secondary subcontractor (including all subcontractors, in the case of a chain of subcontracting) (hereinafter referred to collectively as

'subcontractors') so as to ensure that the provisions of this Agreement are strictly adhered to and that the subcontractors do not engage in any action that is contrary to this Agreement. RCL may, in light of a subcontractor's status regarding fulfillment of this Agreement, restrict the subcontracting of sales to the said subcontractor, regardless of whether consent has been given on the basis of clause (xiv) above;

- (xvi) In the event that the Agent uses the API made available by RCL (hereinafter 'the API') when connecting the Agent services and Agent website, the Agent shall display on the Agent website the information given in the accompanying document. In such case, the Agent shall be responsible for resolving any trouble caused or loss incurred due to the Agent's failure to fulfill the obligation to display the said information; alternatively the Agent shall accept the loss without complaint;
- (xvii) The Agent shall use the API solely for the purpose of connecting the Agent services and Agent website in order to make reservations by the method approved by RCL; the API must not be used for any other purpose; and
- (xviii) In the event of the Agent receiving from a consumer a request for a group booking, the Agent must not make the reservation by breaking the said group booking down into individual bookings.

2. RCL's Operations

- (i) RCL hereby subcontracts to the Agent the sale of RCL Inventory to consumers in the Subject Country on behalf of the respective Accommodation providing such RCL Inventory, and the Agent hereby accepts such subcontract.
- (ii) RCL shall receive payments of accommodation fees for RCL Inventory based on the agent authority granted by each Accommodation to receive such payments, and shall pay, out of the fees so received, amounts equivalent to the accommodation fees for such RCL Inventory, to the respective Accommodation which has provided such RCL Inventory;
- (iii) With regard to the authority to use the RCL Agent Web, RCL grants to the Agent a non-exclusive license to use the RCL Agent Web within the scope necessary for fulfilling this Agreement, and shall provide the Agent with the necessary ID and password.

3. The Agent and RCL shall each carry out, at its own responsibility and expense, work such as the installation and alteration of its system necessary for this Agreement, which the Agent and RCL shall each manage and operate by itself, and the maintenance and inspection of such system so that the Agent's and RCL's systems can smoothly co-function. The Agent and RCL shall mutually provide necessary information for such work.
4. The Agent shall commence the sale of RCL Inventory promptly after the execution of this Agreement. However, RCL does not represent and warrant for the accuracy of the information carried on the Agent Web.
5. With regard to the details of the operation of this Agreement, the Agent shall, in addition to the provisions of this Agreement, comply with the Operational Manual separately prescribed by RCL, as well as any instructions, written or oral, provided by RCL.
6. The Agent shall manage the Agent Web ID and Password provided by RCL with due care, and shall take necessary and sufficient measures to prevent the use of the ID and Password by any person who has left the employment of the Agent, whether it be due to the termination of secondment to the Agent, resignation or retirement of an Agent employee, new secondment of an Agent employee to another location, or any other reason;

Article 4. **Actual Results of Use of RCL Inventory**

1. As of the point when the Agent receives an application for the use of accommodation services from a consumer in the Subject Country and enters the relevant reservation information items designated by RCL into the RCL Agent Web, an agreement concerning the use of accommodation services ("**Accommodation Agreement**") shall be formed between such consumer and the Accommodation posted on the RCL Agent Web, and the Agent shall assume the obligation to pay such Accommodation the amount equivalent to the accommodation fees indicated on the RCL Agent Web ("**Accommodation Fee Payment Obligation**").
2. By carrying out a prescribed procedure on the RCL Agent Web, the Agent may, based on the consent of the relevant consumer, terminate any Accommodation Agreement which has been formed in accordance with the preceding paragraph or change the reservation conditions thereunder (including, without limitation, changes

such as reduction in the number of persons staying or in the number of rooms, or shortening or change of the dates, etc.,; any termination of an Accommodation Agreement or any change in the reservation conditions thereunder shall hereinafter be collectively referred to as a "**Cancellation**").

3. In the event of the circumstances set forth in the preceding paragraph, if a consumer fails to show up at the Accommodation where the consumer is planned to stay, on any planned date of stay without notice, or if a consumer otherwise fails to stay in the manner set forth in the Accommodation Agreement which has been formed in accordance with Paragraph 1 due to circumstances attributable to the consumer, the Agent shall be obliged to pay Cancellation fees to the relevant Accommodation in respect of such Cancellation ("**Cancellation Fee Payment Obligation**"; the Accommodation Fee Payment Obligation and the Cancellation Fee Payment Obligation shall hereinafter be collectively referred to as "**RCL Inventory Fee Payment Obligations**"). In such case, the method for calculation of the amount of and other matters incidental to the Cancellation fees shall be as indicated in the Operational Manual prepared by RCL.

Article 5. Fulfillment, etc. of RCL Inventory Fee Payment Obligations

1. RCL shall set the last day of each month as the closing date for calculation, and shall calculate in accordance with the method specified separately by RCL, the amount of RCL Inventory sold by the Agent, the total amount of sales proceeds and other sales results for that month, and shall send an invoice to the Agent concerning any applicable RCL Inventory Fee Payment Obligations by no later than the 20th day of the following month (or, if the 20th day of that month falls on a non-business day, by no later than the immediately following business day). The Agent shall pay RCL the amount specified on the invoice, by no later than the last day of such month (or, if the last day of such month falls on a non-business day, by the immediately preceding business day). If RCL delays in sending any invoice, and the Agent, due to such reason, fails to make payment by the said date, then the Agent may request RCL to extend the due date specified on the invoice to a reasonable extent, and RCL shall engage in good-faith consultation with the Agent concerning such request and determine whether or not such extension is acceptable and determine the newly-set due date (where applicable), based on agreement with the Agent.

2. The Agent shall not refuse to make the payment set forth in the preceding paragraph due to the reason that the collection of the sales proceeds pertaining to the RCL Inventory Fee Payment Obligations from the purchasers of the RCL Inventory has not been completed.
3. The Agent's payment to RCL set forth in Paragraph 1 shall be made in Japanese Yen, by way of transfer to the bank account designated by RCL. All transfer fees shall be borne by the Agent.
4. The Agent shall bear all taxes and public dues imposed based on this Agreement, such as taxes and other dues imposed on accommodation fees for RCL Inventory paid by the Agent to RCL in accordance with Paragraph 1.
5. The Agent acknowledges that, if it fails to pay RCL all or any part of the accommodation fees for the RCL Inventory by the due date(s) thereof in the manner set forth in this Article, the claim(s) which each relevant Accommodation has against the Agent may be transferred to RCL. The Agent promises in advance that, in the event of such transfer, the Agent will provide the consent for such transfer without any objection thereto.
6. The Agent shall provide RCL with statements of accounts and other materials whenever RCL so requests, and the Agent shall not state any objection to such request.

Article 6. Fee Schedule for Subcontracted Services

1. The fee schedule for the services subcontracted to the Agent as set forth in Article 3.2 (i), as well as the method and conditions for the payment of and other conditions pertaining to such fee schedule, shall be in accordance with the provisions of the relevant individual agreement.
2. An individual agreement shall be formed as of the execution thereof between RCL and the Agent, or as of the Agent's indication of its intention to accept the offer which has been made by RCL either in writing or by way of e-mail transmission, specifying the fee schedule for the services subcontracted to Agent, as well as the method and conditions for the payment of and other conditions pertaining to such fee schedule, as set forth in the preceding paragraph.

Article 7. System Suspension; System Failure, etc.

1. To maximize the effect of this Agreement, RCL may request the improvement of any website, system, etc. managed and operated by the Agent. However, when in response to such a request the Agent makes improvements to a site or system managed and operated by the Agent, any expenses necessarily incurred in such improvement shall be borne by the Agent.
2. Whenever any of the following circumstances apply, RCL may temporarily suspend the operation of its system necessary for fulfilling this Agreement, without giving prior notice to the Agent to this effect, and RCL shall not be responsible for providing compensation for any damage which may be incurred as a result of such suspension. However, even in the event of such a suspension, the Agent shall pay payments outstanding under this Agreement: and even if the said obligation has already been paid the Agent shall agree in advance that RCL is under no obligation to return payment relating to fulfilling the said obligation.
 - (i) RCL conducts any maintenance, inspection, or changes to the specifications (including cases for the specification changes of services provided by a third party), of the system;
 - (ii) Any force majeure or other emergency situation has occurred, or is likely to occur, such that RCL is unable to operate the system;
 - (iii) RCL has determined that it is necessary to temporarily suspend the operation of the system due to unavoidable circumstances; or
 - (iv) Any other matter similar to any of the foregoing has occurred.
3. With regard to complaints or inquiries, etc. received from third parties due to the inability to use the system as a result of the failure or suspension thereof, the Agent shall respond to consumers in the Subject Country, and to the related parties of such consumers, at the Agent's own responsibility and expense.
4. RCL may at its own discretion restrict access to the Agent Web by the Agent. In such case, even if the Agent should suffer loss, RCL shall not bear any responsibility for compensation.
5. In the event that RCL develops, upgrades or improves a website, application or system managed by RCL as a result of which the Agent suffers a loss due to the Agent's website's shutdown or any other incident occurrence, RCL shall not bear any responsibility for compensation for the said loss.

Article 8. Ownership, etc. of Intellectual Property Rights

1. Any intellectual property rights arising from this Agreement shall be owned by the party who has invented, devised or created the same, and no such rights, whether in whole or in part, may be used by, assigned to, succeeded to by, or provided as collateral to, any third party, unless prior written consent for the same has been obtained from the party who is the owner of such rights.
2. Notwithstanding the provisions of the preceding paragraph, after the termination of this Agreement, the Agent shall not, without RCL's prior written consent, use, or cause any third party to use, any item which has been translated into the language of the Subject Country in accordance with this Agreement.
3. The Agent and RCL may not use, beyond the extent necessary for fulfilling this Agreement, or without the other party's authorization, any trademark, logo mark, domain name, etc. whose rights are owned by the other party, and shall not use any trademark, logo mark, domain name, etc. which is identical or similar thereto (such use shall include any direct use thereof by itself, or causing a third party to indirectly use the same); provided, however, that the foregoing shall not hinder the Agent or RCL from using any trademark, logo mark, domain name, etc. which is independently owned or managed by it, not in relation to this Agreement.
4. Neither the Agent nor RCL may use materials such as photographs, illustrations, catch phrases, etc. provided by the other party, beyond the extent necessary for fulfilling this Agreement.

Article 9. Division of Responsibility

1. The Agent shall translate various materials provided by RCL into the language of the Subject Country, including by way of automatic translation, and publish the same in its promotional materials, at the Agent's own responsibility and expense. If any claim such as a complaint or inquiry etc., is received from a third party concerning any information published in its promotional materials, the Agent shall handle and resolve the situation on its own behalf, and discharge RCL of any responsibility for the same; provided, however, that, if RCL is in any way responsible for the foregoing situation, the Agent shall engage in mutual consultation with RCL and determine the mutual burden percentages concerning the reasonable expenses which are required in handling the situation, and the Agent shall be entitled to demand RCL's payment

of the said expenses equivalent to the amount corresponding to RCL's burden percentage.

2. With regard to complaints, inquiries or Cancellations, etc. which may be received from consumers concerning RCL Inventory, the Agent shall handle (including, without limitation, informing in advance the contact information in Japan of the Agent's relevant point of contact for handling the situation) and resolve the same at its own responsibility and expense, and RCL may provide cooperation therewith; provided, however, that, if RCL is in any way responsible for such situation, the Agent shall engage in mutual consultation with RCL and determine the mutual burden percentages concerning the reasonable expenses which are required in handling the situation, and the Agent shall be entitled to demand RCL's payment of the said expenses equivalent to the amount corresponding to RCL's burden percentage.
3. If RCL receives any claim such as a complaint or inquiry from any Accommodation, RCL shall handle and resolve the same on its own behalf, and the Agent shall provide cooperation therewith; provided, however, that, if the Agent is in any way responsible for the foregoing situation, RCL may demand the Agent's payment of the reasonable expenses required in handling the situation, in accordance with the degree of the Agent's responsibility.

Article 10. No Direct Agreement, etc.

1. All of the Agent's transactions concerning RCL Inventory shall be conducted via RCL, and the Agent shall not engage in any direct transactions with any Accommodation concerning any RCL Inventory, unless the Agent has obtained RCL's prior written consent for the same.
2. The Agent shall not engage in any direct transactions with consumers concerning any RCL Inventory, using any other media in which RCL provides the Accommodation Inventory, unless the Agent has obtained RCL's prior written consent for the same.

Article 11. Obligation to Report on Business Status, etc.

1. If any of following applies to the Agent or RCL, such party shall notify the other party of the same without delay:
 - (i) There has been a material change in its business management, or such change

is likely to occur;

- (ii) There has been a material change in any of its rights already held as of the execution hereof, or such change is likely to occur; or
- (iii) There has been a considerable hindrance to the execution of its allied business with the other party, or such hindrance is likely to occur.

2. Whenever RCL considers it reasonably necessary in light of the status of the Agent's fulfilling its obligations under this Agreement and other circumstances, RCL may request the submission of account statements and other documents from the Agent, and the Agent shall comply with such request.

Article 12. No Assignment of Rights or Obligations

Except as otherwise set forth in this Agreement, neither the Agent nor RCL may assign to a third party, or cause a third party to succeed to, or provide as collateral to a third party, its status as a party to this Agreement or all or part of its rights and obligations arising from this Agreement, unless it has obtained the other party's prior written consent for the same.

Article 13. Termination due to Breach, etc.

1. If the Agent or RCL is in breach of any of the terms set forth in this Agreement, the other party may terminate this Agreement after having served the breaching party with a prior demand for remedy.
2. The Agent or RCL may immediately terminate all or part of this Agreement without any prior demand for remedy, if any of the following applies to the other party:
 - (i) Attachment, provisional seizure, provisional disposition, disposition due to tax delinquency or similar having been issued against the other party, or the other party voluntarily filing, or being subject to, a petition for corporate reorganization or civil rehabilitation proceedings or bankruptcy;
 - (ii) The other party having ceased or changed its business, or having adopted a resolution for dissolution;
 - (iii) The other party having become insolvent, such as any note or check issued by its own behalf or assumed by the other party having been dishonored;
 - (iv) There being other reasonable circumstances to recognize the deterioration in the other party's financial status, such as suspension of its bank transactions,

or any likelihood of such deterioration;

- (v) The Agent having used any RCL Inventory, the RCL Agent Web or other rights granted to the Agent hereunder, for any purpose other than the purpose of fulfilling this Agreement, or there being any likelihood of such use;
- (vi) RCL having determined that it is no longer appropriate to continue this Agreement with the Agent, after having taken into consideration the number of Cancellations made pursuant to Article 4.2 and other circumstances;
- (vii) The Agent having divulged information necessary for using the RCL Agent Web (including the relevant ID and/or password) to a third party;
- (viii) RCL having reasonably determined that a trouble or a dispute has arisen between RCL and the Agent, which has damaged or is likely to damage the relationship of mutual trust between RCL and the Agent;
- (ix) Troubles having frequently arisen, or a material trouble having arisen, between consumer(s) and any Accommodation, or any similar situation having occurred;
- (x) The other party having caused an accident or incident, etc., in its business, or any similar situation having occurred;
- (xi) Administrative guidance or disposition having been issued against the other party, or a situation likely to result in the issuance thereof having occurred in relation to the other party;
- (xii) The other party having breached the provisions of Article 16 (Elimination of Anti-Social Forces);
- (xiii) The Agent having delayed in the fulfillment of its RCL Inventory Fee Payment Obligations;
- (xiv) The Agent having damaged the social credibility of RCL;
- (xv) The other party having breached the provisions of Article 10 (No Direct Agreement, etc.); or
- (xvi) The other party otherwise not being expected to be able to perform the matters set forth in this Agreement.

3. If any of the circumstances set forth in Items (i) through (iii) of the preceding paragraph apply to the Agent or RCL, any and all obligations of such party shall become immediately due and payable, without any prior demand for remedy being served on such party.
4. Notwithstanding the termination of this Agreement, if there are any remaining

obligations of the Agent which should be fulfilled based on any RCL Inventory purchase agreement formed between any purchaser of any RCL Inventory and the Agent during the term hereof, such obligations shall be fulfilled in accordance with the terms and conditions of this Agreement.

5. If the Agent is in breach of any of its obligations set forth in this Agreement, or if any of the items of Paragraph 2 apply to the Agent, RCL may, at its sole discretion, restrict the Agent's use of the RCL Agent Web, or cancel any reservations which the Agent has made with respect to any Accommodation.

Article 14. Procedures upon Termination of Agreement

1. If, as of the date of termination of this Agreement, there is any Accommodation Agreement concerning RCL Inventory which has not been performed, RCL may process the Cancellation of such Accommodation Agreement, and the Agent shall assume the obligations to: give notice to the purchaser of the RCL Inventory subject to such Cancellation; refund the sales proceeds of such RCL Inventory; arrange alternative Accommodation; and carry out other matters; provided, however, that the foregoing shall not apply where a separate written agreement is made between the Agent and RCL.
2. Upon the termination of this Agreement, if there are any unsettled accounts, the Agent and RCL must mutually settle the same without delay.

Article 15. Responses to Unforeseen Circumstances

1. Upon the occurrence of any unforeseen circumstances concerning the provision of travel plans pertaining to RCL Inventory, the Agent and RCL must mutually cooperate in terms of the necessary communication systems, countermeasures, actions, solutions, etc., irrespective of the responsibility of each party.
2. In the circumstances set forth in the preceding paragraph, if either the Agent or RCL is responsible for the situation and if damage is incurred by the other party, the non-responsible party may claim for damages against the responsible party. However, the damage to be borne by RCL shall be no more than the total amount of profit obtained by RCL from reservations made by the Agent based on this Agreement using the Agent Web in the past one month (counting from the time at which the said damage was incurred).
3. In the circumstances set forth in Paragraph 1, if neither the Agent nor RCL is

responsible for the situation and if damage is incurred by either the Agent or RCL, or if multiple parties, including the Agent and RCL, are responsible for the situation, the Agent and RCL shall engage in mutual consultation and decide on the burden of each party.

Article 16. Elimination of Anti-Social Forces

1. The Agent and RCL each represents and warrants that it is currently not an organized crime group, a member of an organized crime group, a former member of an organized crime group for whom less than five (5) years has passed since ceasing to be such, a quasi-member of an organized crime group, a company related to an organized crime group, an extortionist threatening to disrupt shareholder meetings (*sokaiya*), a rogue advocating social activism, etc., a special intelligence crime group, etc., or any other party similar to any of the foregoing (hereinafter collectively referred to as an "**Organized Crime Group Member**"). In addition, the Agent and RCL each represents and warrants that it does not, and further undertakes that, it will not:
 - (i) Have a relationship with any Organized Crime Group Member in such a manner that the said Organized Crime Group Member is recognized as controlling its management;
 - (ii) Have a relationship with any Organized Crime Group Member in such a manner that the said Organized Crime Group Member is recognized as being substantially involved in its management;
 - (iii) Have a relationship with any Organized Crime Group Member in such manner that it is making wrongful use of the said Organized Crime Group Member, such as for the purpose of gaining unjust profit on its own behalf or on behalf of any third party, or for the purpose of causing damage to any third party;
 - (iv) Have a relationship with any Organized Crime Group Member in such a manner that it is recognized as being involved with the said Organized Crime Group Member, such as by providing funds, etc. or affording convenience to the said Organized Crime Group Member; or
 - (v) Allow for any of its officers or any person substantially involved in its management to have such a relationship with any Organized Crime Group Member, as is to be socially condemned.

2. The Agent and RCL each undertakes that it shall not commit any of the following acts, either by itself or by using any third party:
 - (i) Any violent act of demand;
 - (ii) Any act of making an unjust demand made against any party beyond such party's legal responsibility;
 - (iii) Any act of using intimidating words and behaviors, or resorting to violence in respect of any transaction;
 - (iv) Any act of damaging the credibility of, or obstructing the business of any other party by spreading rumors, using fraudulent means, or using force; or
 - (v) Other acts similar to any of the foregoing.

Article 17. Use and Management of Personal Information

1. The Agent shall, within the scope necessary for fulfilling this Agreement, provide RCL and the Accommodation with the personal information of consumers in the Subject Country which the Agent has obtained. In such case, the Agent shall obtain the consent of the relevant consumers for the provision of their personal information to RCL and the Accommodation, and shall provide only such personal information of consumers in the Subject Country from whom the Agent has been able to obtain consent for such provision.
2. RCL shall use the personal information solely within the scope necessary for fulfilling this Agreement, and shall not be permitted to use or process such information beyond the scope necessary for fulfilling this Agreement.
3. Upon the other party's request for a report concerning the status of personal information obtained, or the status of compliance with the provisions of this Article, the Agent or RCL shall comply with such request without delay.
4. If the Agent or RCL recognizes, in the course of its fulfilling this Agreement, that the other party has breached this Article, it may seek the remedy of such breach from the other party, and the party to whom such remedy has been sought shall take necessary measures in good faith.
5. Upon the divulgance of any personal information to an outside party or the likelihood thereof, the Agent or RCL shall immediately report to this effect to the other party and take necessary measures to prevent any damage or further divulgance.

Article 18. Confidentiality

1. Without the prior consent of the disclosing party, neither the Agent nor RCL shall use for its own interest or for the interest of any third party, or disclose or divulge to any third party (including, without limitation, any third party having a business relationship with the Agent, such as any contractor or subcontractor of the Agent) or otherwise use, beyond the extent necessary for fulfilling this Agreement, any information which has been disclosed by the other party concerning this Agreement while specifying the confidentiality thereof ("Confidential Information"), or any ID or password which RCL has provided to the Agent in relation to the RCL Agent Web (including those for the RCL Agent Web, and for the management of the RCL Agent Web); provided, however, that information shall not be regarded as "Confidential Information," if:
 - (i) It is already in the public domain at the time of disclosure thereof;
 - (ii) It enters the public domain after the disclosure thereof, through no fault of the receiving party;
 - (iii) It is lawfully obtained from a third party without assuming any confidentiality obligations; or
 - (iv) It has been independently developed by the receiving party without reliance on any information disclosed by the disclosing party.
2. The Agent or RCL shall, upon the disclosing party's request, immediately return all Confidential Information to the disclosing party, or destroy the same, following the instructions provided by the disclosing party, and in a manner which takes due care to prevent any divulgence of the confidentiality thereof. The same shall apply where the purpose for the disclosure of such information has ceased to exist.
3. Notwithstanding the provisions of Paragraph 1, in the event of the disclosure of Confidential Information having been lawfully ordered by the State or any other public authority, the Agent or RCL may disclose such Confidential Information to the said public authority; provided, however, that the party to whom such order has been issued shall notify the disclosing party of the fact of the issuance of such order without delay, and make efforts to the extent possible to maintain the confidentiality of the Confidential Information.,

Article 19. Obligation to Provide Compensation for Damage

1. Should either the Agent or RCL breach any provision of this Agreement and thereby cause damage to the other party, the parties shall be mutually liable to each other to compensate for damage; provided, however, that the scope of compensation for damage shall be limited to any direct and actual damage which has been incurred. However, any act deliberate or unintentional by a consumer who booked through the Agent shall be deemed to be the intentional or negligent act of the Agent; and a violation of the Agreement by a subcontractor etc., shall be deemed to be a violation of the Agreement by the Agent.
2. If, in relation to this Agreement, the Agent or RCL causes damage to a third party or there is a dispute between the Agent or RCL and any third party, the party causing such damage or involved in such dispute shall handle and resolve the situation at its own responsibility and expense and cause no trouble to the other party.

Article 20. Term; Termination at Will

1. The term of this Agreement shall be one (1) year from its execution; provided, however, that, if neither the Agent nor RCL otherwise expresses its intention by writing at least ninety (90) days before the expiration of such term, the term of this Agreement shall be extended for a further one (1) year period, and the same shall apply to any subsequent term.
2. Upon three (3) months' prior written notice to the other party, RCL or the Agent may, at its sole discretion, terminate this Agreement even during the term hereof (including where this Agreement has been extended in accordance with the preceding paragraph).
3. Notwithstanding the provisions of Paragraph 1, in the event that the Agent has made no reservations using the Agent Web over a period of one year, RCL may without any restriction terminate this Agreement by means of a unilateral notice of intent to do so.
4. Notwithstanding the provisions of the preceding paragraph, Articles 8.2, 13.4, 14, 15, 16, 17, 18, 21, and this Article 20.3 shall remain effective for a period of three (3) years after the termination of this Agreement.
5. In the event that, following dispatch of the notice of intent to terminate this Agreement as provided in this Article, as a result of a problem in the postal system

or email system or any other reason, the notice of intent does not arrive at the time it would normally be expected to arrive, the notice of intent shall be deemed to have arrived at the time it would normally be expected to arrive.

Article 21. Governing Law; Language; Jurisdiction

1. This Agreement shall be governed by the laws of Japan.
2. The Tokyo District Court shall have exclusive jurisdiction over any dispute arising in connection with this Agreement.

Article 22. Good-Faith Consultation

Each party shall respect the matters set forth in this Agreement. The parties shall recognize each other as amicable partners, and engage in good-faith consultation and make decisions concerning any matter not set forth in this Agreement or any doubt arising in relation to this Agreement, in each instance.

Article 23. Receipt of e-mail address and distribution of e-mail newsletter

1. RCL shall handle the e-mail address received from the Agent in accordance with the privacy policy set out in the accompanying document.
2. The Agent shall consent to RCL sending to the e-mail address that the Agent has designated an e-mail newsletter containing advertisement information concerning use of the Agent site.

Article 24 Third-party translation services.

When using the third-party translation services provided by RCL, the Agent shall take responsibility for their use; in using these services, the Agent shall deal with or accept without complaint any trouble or loss of profit arising from mistranslation, the transmission of inaccurate information or any other reason, and shall not cause any inconvenience at all to RCL.

Article 25. Provision of Guarantee Money; Setting of Limit Amount to be Handled by Agent

1. Concurrently with the execution of this Agreement, the Agent shall pay RCL guarantee money ("Guarantee Money") in the amount of JPY 500,000 by way of

transfer to the account designated by RCL; provided, however, that all transfer fees shall be borne by the Agent.

2. After having confirmed the payment of the Guarantee Money, RCL shall, in accordance with Article 3.2 (iii), provide the Agent with an ID and password for using the RCL Agent Web.
3. Among the obligations of the Agent under this Agreement, if the amount of any unfulfilled payment obligation reaches the usage limit applicable to the Agent, regarding which RCL has given separate written notice to the Agent, RCL shall give notice to the Agent, thereby confirming with the Agent whether or not the Agent intends to pay additional guarantee money within a prescribed period. If such payment is not made by the Agent within said period, RCL may, at its discretion, cancel any reservations which have been formed up to the lapse of such period, and/or suspend the Agent's use of RCL Agent Web.
4. If the Agent fails to fulfill any payment obligation assumed by the Agent under this Agreement or any agreement incidental to this Agreement, RCL may allocate the Guarantee Money to fulfill such obligations. In such case, the order in which RCL allocates the Guarantee Money to the Agent's payment obligations shall be determined by RCL.
5. Upon the termination of this Agreement, RCL shall refund the Guarantee Money to the Agent; provided, however, that, if RCL has conducted any allocation in accordance with the immediately preceding paragraph, or if RCL has offset any payment obligation of the Agent remaining as of the termination of this Agreement, against the equivalent amount of RCL's obligation to refund the Guarantee Money, or if both of such allocation and setoff have been conducted, then, so long as RCL still has an obligation to refund any or all of the Guarantee Money to the Agent, RCL shall have the obligation to refund the Guarantee Money to the Agent to the extent of the remaining amount of such obligation. Where RCL has conducted such allocation and/or set off, the Agent shall, insofar as any payment obligation of the Agent to RCL remains unfulfilled, continue to have such payment obligation to RCL after the termination of this Agreement, to the extent of the remaining amount thereof.
6. In the settlement of accounts set forth in the immediately preceding paragraph, RCL shall calculate the amount to be settled, based on both the relevant amounts recognized by RCL and the relevant records kept on the RCL Agent Web, and deliver

to the Agent a document specifying the amount to be settled or the amount of any remaining payment obligation on the part of the Agent. The Agent shall verify the contents of such document, and if the Agent has any doubt concerning such contents, it shall inform RCL to this effect within five (5) business days after its receipt of such notice, and engage in mutual consultation with RCL regarding such contents. Upon the lapse of such period without RCL being informed of the above by the Agent, the Agent shall be considered to have agreed to the content of such document.

IN WITNESS WHEREOF, AGT and RCL hereto have caused this Agreement to be executed in duplicate by affixing their seals or setting signatures, each party retaining one copy thereof respectively.

18/Sep/2018

Agent:

[Address] Flat/Rm 4/F International Travel Company
[Corporation] Shinview International Travel Company Limited
[Name/Title] (Seal or Signature)

RCL:

[Address] 1-9-2 Marunouchi, Chiyoda-ku, Tokyo
[Corporation] Recruit Co., Ltd.
[Name/Title] Ken Asano, Corporate Executive Officer in Charge of Recruit
Lifestyle Co., Ltd.

Representative for RCL (and Operating Subsidiary):

[Address] 1-9-2 Marunouchi, Chiyoda-ku, Tokyo
[Corporation] Recruit Lifestyle Co., Ltd.

[Name/Title]

Kenichiro Miyamoto, Executive Manager, Travel Division,
Sales Department



Accompanying document

Privacy Policy

- The personal information provided at the time of application is handled by us with the utmost care.
- Recruit Co., Ltd., Recruit Group Companies (hereafter referred to as the "R Group"), and our distributors will use your personal information only for requested services, other services provided by Recruit Co., Ltd., and the execution of other related duties.
- In order to provide the best options for our customers, the R Group and our distributors may share your personal information with other R Group businesses and distributors, to be used only for the limited purposes mentioned above.
- If the required items are not filled in on the application form we may not be able to provide this service.
- The R Group and our distributors may outsource part or all of our personal information handling tasks.
- Please contact the appropriate sales representative for any inquiries on the handling of personal information.
- As a rule, an individual may personally request a "Purpose of Personal Information Use" notification, disclosure, amendment, addition, deletion, or suspension of use of registered personal information, and may request suspension of the provision of personal information to third parties. For further details, please contact your sales representative.