

OFFISTERIA AGREEMENT

(1) Provider	Quintet co., ltd.	
(2) Client		
(3) Facility and Address	OFFISTERIA 403 Shimomaruya-cho, Nakagyo-ku, Kyoto, Kyoto, Japan	
(4) Office No.	No.	
(5) Business Contents		
(6) Period		
(7) Monthly Office Price	JPY	
(8) Monthly Common Fee	JPY	
(9) Monthly User's Fee	JPY	10,000JPY per person, however, 5,000JPY per person after second member
(10) Monthly Fixed Option Service and Rental Fee	JPY	
(11) Monthly Payment	JPY	(11) Monthly Payment =(7)+(8)+(9)+(10)
(13) Monthly Taxes	JPY	Rate 5.00%
(14) Total Monthly Payment	JPY	
(15) Initiation Fee	JPY	excluding tax
(16) Cleaning fee	30,000JPY	excluding tax
(17) Bank Details	The Kyoto Chuo Shinkin Bank Saiin Branch Swift Code:KCHU JP JY 021-0983866 Quintet co., ltd.	

(18)Change notes / Additional notes (All clauses above are to be replaced by the notes described here)	1) Date : Note :
	2) Date : Note :
	3) Date : Note :

We are Quintet co., ltd. of 403 Shimomaruya-cho, Nakagyo-ku, Kyoto, Kyoto, Japan.
This Agreement incorporates our terms of business set out on attached Terms of Business which you confirm you have read and understood. We both agree to comply with those terms and our obligations as set out in them. Note that the Agreement does not come to an end automatically. See “1.4 Bringing your Agreement to an end” .

Name

Title

Date

Signed on your behalf (Client)

Name

Title

Date

Signed on your behalf (Provider)

1. This Agreement

1.1 Nature of this agreement: This agreement is the commercial equivalent of an agreement for accommodation(s) in a hotel. The whole of the building remains in OFFISTERIA's possession and control. The Client accepts that this agreement creates no tenancy interest, leasehold estate or other real property interest in the Client's favour with respect to the accommodation(s). OFFISTERIA is giving the Client the right to share with OFFISTERIA the use of the building on these terms and conditions, as supplemented by the House Rules, so that OFFISTERIA can provide the services to the Client. This agreement is personal to the Client and cannot be transferred to anyone else. This agreement is composed of the front page describing the accommodation(s), the present terms and conditions and the House Rules.

1.2 Comply with House Rules: The Client must comply with any House Rules which OFFISTERIA imposes generally on users of the Building.

1.3 Duration: This agreement lasts for the period stated in it and then will be extended automatically for successive periods equal to the current term but no less than 3 months (unless legal renewal term limits apply) until brought to an end by the Client or by OFFISTERIA. All periods shall run to the last day of the month in which they would otherwise expire. The fees on any renewal will be at the then prevailing market rate.

1.4 Bringing this agreement to an end: Either OFFISTERIA or the Client can terminate this agreement at the end date stated in it, or at the end of any extension or renewal period, by giving at least three months written notice to the other. However, if this agreement, extension or renewal is for three months or less and either OFFISTERIA or the Client wishes to terminate it, the notice period is two months or (if two months or shorter) one week less than the period stated in this agreement.

1.5 Ending this agreement immediately: To the maximum extent permitted by applicable law, OFFISTERIA may put an end to this agreement immediately by giving the Client notice and without need to follow any additional procedure if (a) the Client becomes insolvent, bankrupt, goes into liquidation or becomes unable to pay its debts as they fall due, or (b) the Client is in breach of one of its obligations which cannot be put right or which OFFISTERIA have given the Client notice to put right and which the Client has failed to put right within fourteen (14) days of that notice, or (c) its conduct, or that of someone at the Building with its permission or invitation, is incompatible with ordinary office use.

If OFFISTERIA puts an end to this agreement for any of these reasons it does not put an end to any outstanding obligations, including additional services used and the monthly office fee for the remainder of the period for which this agreement would have lasted if OFFISTERIA had not ended it.

1.6 If the Building is no longer available: In the event that OFFISTERIA is permanently unable to provide the services and accommodation(s) at the Building stated in this agreement then this agreement will end and the Client will only have to pay monthly office fees up to the date it ends and for the additional services the Client has used.

1.7 Evacuation and Leaving: When this agreement ends, the Client is to vacate the accommodation(s) immediately, leaving the accommodation(s) in the same condition as it was when the Client took it. Upon the Client's departure or if the Client, at its option, chooses to relocate to different rooms within the Building, OFFISTERIA reserves the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear. If the Client leaves any property in the Building OFFISTERIA may dispose of it at the Client's cost in any way OFFISTERIA chooses without owing the Client any responsibility for it or any proceeds of sale. When a Client vacates its accommodation(s) invariably OFFISTERIA continues to receive the Client's mail, faxes, telephone calls and visitors. In order to professionally manage the redirection of the Client's calls, mail, faxes and visitors, OFFISTERIA charges one-month Virtual Office Plus Plan. This service lasts for a month after the end of the date of this agreement. If the Client continues to use the accommodation(s) when this agreement has ended the Client is responsible for any loss, claim or liability OFFISTERIA incurs as a result of the Client's failure to vacate on time. OFFISTERIA may, at its discretion, permit the Client an extension subject to a surcharge on the monthly office fee.

1.8 Employees: While this agreement is in force and for a period of six months after it ends, neither OFFISTERIA nor the Client may knowingly solicit or offer employment to any of the other's staff employed in the Building. This obligation applies to any employee employed at the Building up to that employee's termination of employment, and for three months thereafter. It is stipulated that the breaching party shall pay the non-breaching party the equivalent of one year's salary for any employee concerned. Nothing in this clause shall prevent either party from employing an individual who responds in good faith and independently to an advertisement which is made to the public at large.

1.9 Client Representation of OFFISTERIA Employees: Throughout the duration of this agreement, Client agrees that neither Client, nor any of Client's partners, members, officers or employees will represent, or otherwise provide legal counsel to, any of OFFISTERIA's current or former employees in any dispute with, or legal proceeding against, OFFISTERIA, or any of OFFISTERIA's affiliates, members, officers or employees.

1.10 Notices: All formal notices must be in writing to the address first written above.

1.11 Confidentiality: The terms of this agreement are confidential. Neither OFFISTERIA nor the Client must disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues after this agreement ends.

1.12 Applicable law: All agreements will be interpreted and enforced by the Kyoto District Court.

1.13 Enforcing this agreement: The Client must pay any reasonable and proper costs including legal fees that OFFISTERIA incurs in enforcing this agreement.

2. Services and Obligations

2.1 Furnished office accommodation(s): OFFISTERIA is to provide the number of serviced and furnished office accommodation(s) for which the Client has agreed to pay in the Building stated in this agreement. This agreement lists the accommodation(s) OFFISTERIA has initially allocated for the Client's use. The Client will have a non-exclusive right to the rooms allocated to it. Occasionally OFFISTERIA may need to allocate different accommodation(s), but these accommodation(s) will be of reasonably equivalent size and OFFISTERIA will notify the Client with respect to such different accommodation(s) in advance.

2.2 Office Services: OFFISTERIA is to provide during normal opening hours the services, if requested, described in the relevant service description (which is available on request). If OFFISTERIA decides that a request for any particular service is excessive, it reserves the right to charge an additional fee.

2.3 Net Connectivity: OFFISTERIA does not make any representations as to the security of OFFISTERIA's network (or the Internet) or of any information that the Client places on it. The Client should adopt whatever security measures (such as encryption) it believes are appropriate to its circumstances. OFFISTERIA cannot guarantee that a particular degree of availability will be attained in connection with the Client's use of OFFISTERIA's network (or the internet). The Client's sole and exclusive remedy shall be the remedy of such failure by OFFISTERIA within a reasonable time after written notice.

3. Providing the Services

3.1 Access to the accommodation(s): OFFISTERIA may need to enter the Client's accommodation(s) and may do so at any time. However, unless there is an emergency or the Client has given notice to terminate, OFFISTERIA will attempt to notify the Client verbally or electronically in advance when OFFISTERIA needs access to carry out testing, repair or works other than routine inspection, cleaning and maintenance. OFFISTERIA will also endeavour to respect reasonable security procedures to protect the confidentiality of the Client's business.

3.2 Availability at the start of this agreement: If for any reason OFFISTERIA cannot provide the accommodation(s) stated in this agreement by the date when this agreement is due to start it has no liability to the Client for any loss or damages but the Client may cancel this agreement without penalty. OFFISTERIA will not charge the Client the monthly office fee for accommodation(s) the Client cannot use until it becomes available. OFFISTERIA may delay the start date of this agreement provided it provides to the Client alternative accommodation(s) that shall be at least of equivalent size to the accommodation(s) stated in this agreement.

4. Accommodation(s)

4.1 Liability for any damage: The Client must not alter any part of its accommodation and must take good care of all parts of the building, its equipment, fixtures, fittings and furnishings which the Client uses. The Client is liable for any damage caused by it or those in the Building with the Client's permission or at the Client's invitation whether express or implied, including but not limited to all employees, contractors, agents or other persons present on the premises.

4.2 Office furniture and equipment: The Client must not install any cabling, IT or telecom connections without OFFISTERIA's consent, which OFFISTERIA may refuse at its absolute discretion. As a condition to OFFISTERIA's consent, the Client must permit OFFISTERIA to oversee any installations (for example IT or electrical systems) and to verify that such installations do not interfere with the use of the accommodation(s) by other Clients or OFFISTERIA.

4.3 Insurance: It is the Client's responsibility to arrange insurance for its own property which it brings in to the Building and for its own liability to its employees and to third parties. OFFISTERIA strongly recommends that the Client put such insurance in place.

5. Use

5.1 Office use only: The Client must only use the accommodation(s) for office purposes and its business contents must be accord with the description on the front of this agreement. Office use of a "retail" or "medical" nature, involving frequent visits by members of the public, is not permitted. Should the business contents change, the Client must provide OFFISTERIA written notice with reasonable reasons.

5.2 No Competition: The Client must not carry on a business that competes with OFFISTERIA's business of providing serviced office accommodation(s).

5.3 The Client's name and address: The Client may only carry on that business in its name or some other name that OFFISTERIA previously agrees.

5.4 Use of the Building Address: The Client may use the Building address as its business address. Any other uses are prohibited without OFFISTERIA's prior written consent.

6. Compliance

6.1 Comply with the law: The Client must comply with all relevant laws and regulations in the conduct of its business. The Client must do nothing illegal in connection with its use of the building. The Client must not do anything that may interfere with the use of the Building by OFFISTERIA or by others, cause any nuisance or annoyance, increase the insurance premiums OFFISTERIA has to pay, or cause loss or damage to OFFISTERIA (including damage to reputation) of any interest in the building which contains the Building the Client is using. The Client acknowledges that (a) the terms of the foregoing sentence are a material inducement in OFFISTERIA's execution of this agreement and (b) any violation by the Client of the foregoing sentence shall constitute a material default by the Client hereunder, entitling OFFISTERIA to terminate this agreement, without further notice or procedure.

7. OFFISTERIA's Liability

7.1. The extent of OFFISTERIA's liability: To the maximum extent permitted by applicable law, OFFISTERIA is not liable to the Client in respect of any loss or damage the Client suffers in connection with this agreement, with the services or with the Client's accommodation(s) unless OFFISTERIA has acted deliberately or negligently in causing that loss or damage. OFFISTERIA is not liable for any loss as a result of OFFISTERIA's failure to provide a service as a result of mechanical breakdown, strike, termination of OFFISTERIA's interest in the building containing the Building or otherwise unless OFFISTERIA does so deliberately or is negligent.

In no event shall OFFISTERIA be liable for any loss or damage until the Client provides OFFISTERIA written notice and gives OFFISTERIA a reasonable time to put it right.

If OFFISTERIA is liable for failing to provide the Client with any service under this agreement then subject to the exclusions and limits set out immediately below OFFISTERIA will pay any actual and reasonable expenses the Client has incurred in obtaining that service from an alternative source. If the Client believes OFFISTERIA has failed to deliver a service consistent with these terms and conditions the Client shall provide OFFISTERIA written notice of such failure and give OFFISTERIA a reasonable period to put it right.

7.2. Exclusion of consequential losses, etc.: OFFISTERIA will not in any circumstances have any liability for loss of business, loss of profits, loss of anticipated savings, loss of or damage to data, third party claims or any consequential loss unless OFFISTERIA otherwise agrees in writing. OFFISTERIA strongly advises the Client to insure against all such potential loss, damage, expense or liability.

7.3. Financial limits to OFFISTERIA's liability:

In all cases, OFFISTERIA's liability to the Client is subject to the following limits:

- Up to a maximum of 30 million JPY for any one event or series of connected events for damage to the Client's personal property

8. Fees

8.1 Taxes and duty charges: The Client agrees to pay promptly (i) all sales, use, excise, consumption and any other taxes and license fees which it is required to pay to any governmental authority (and, at OFFISTERIA's request, will provide to OFFISTERIA evidence of such payment) and (ii) any taxes paid by OFFISTERIA to any governmental authority that are attributable to the accommodation(s), including, without limitation, any gross receipts, rent and occupancy taxes, tangible personal property taxes, stamp tax or other documentary taxes and fees.

8.2 Initiation fee: The Client will be required to pay a initiation fee 150,000 JPY (plus VAT 7,500JPY) upon entering into this agreement unless a greater amount is specified on the front of this agreement. The initiation fee once paid is not to be refunded under any circumstances.

8.3 Payment: OFFISTERIA is continually striving to reduce its environmental impact and supports its clients in doing the same. Therefore OFFISTERIA will send all invoices electronically (where allowed by law) and the Client will make payments via bank transfer.

8.4 Late payment: If the Client does not pay fees when due, a fee will be charged on all overdue balances. In Such a case, the Client must pay the amount of the relevant delay damages based on the statutory interest rate. If the Client disputes any part of an invoice the Client must pay the amount not in dispute by the due date or be subject to late fees. OFFISTERIA also reserves the right to withhold services (including for the avoidance of doubt, denying the Client access to its accommodation(s)) while there are any outstanding fees and/or interest or the Client is in breach of this agreement.

8.5 Insufficient Funds: The Client will pay a fee for any returned cheque or any other declined payments due to insufficient funds.

8.6 Renewal: OFFISTERIA will increase the monthly office fee each and every anniversary of the start date of this agreement by a percentage amount equal to the increase in the All Items Retail Prices Index, or such other broadly equivalent index which OFFISTERIA substitutes. This will only apply to agreements that have an original start and end date constituting more than a 12 month term.

8.7 Standard Services: The monthly office fee and any recurring services requested by the Client are payable monthly in advance. Unless otherwise agreed in writing, these recurring services will be provided by OFFISTERIA at the specified rates for the duration of this Agreement (including any renewal). Specific due dates are listed in the House Rules. Where a daily rate applies, the charge for any such month will be 30 times the daily fee. For a period of less than a month the fee will be applied on a daily basis.

8.8 Pay-as-you-use and Additional Variable Services: Fees for pay-as-you-use services, plus applicable taxes, in accordance with OFFISTERIA's published rates which may change from time to time, are invoiced in arrears and payable the month following the calendar month in which the additional services were provided. Specific due dates are listed in the House Rules.

8.11 Discounts, Promotions and Offers: If the Client benefited from a special discount, promotion or offer, OFFISTERIA may discontinue that discount, promotion or offer without notice if the Client breaches these terms and conditions or becomes past due on two or more occasions.