

“Nikkei Asian Review” Terms of Application

1. The agreement (the “Agreement”) with regard to the subscription to “Nikkei Asian Review” (the “Service”) is entered into by and between the business operator applying for the subscription of the Service (the “Customer”) and Nikkei Europe, Ltd. (“Nikkei”). The Agreement shall come into effect when Nikkei accepts an application from the Customer for the subscription (including when the Customer applies for the service through the sales agency) by using the subscription form (the “Form”).
2. Nikkei provides the Service to any individual accepted by the Customer to subscribe to the Service (the “User”). The Customer shall not allow any individual who has not obtained a Service ID (as defined in Article 4) to use the Service and shall not provide any data, manual and the related items to the Service to any person other than the User.
3. The Customer shall agree to, and keep the User informed of and advise the User to comply with, “Nikkei Asian Review” Terms of Use posted on the website for the Service (“NAR Terms of Use”). The Customer and the User are deemed to have agreed to NAR Terms of Use upon conclusion of the Agreement.
4. Nikkei shall issue an ID necessary for the subscription to the Service (the “Service ID”) after receipt of the Form submitted by the Customer (Including the receipt through the sales agency).
5. If the quantity of Service IDs to be purchased or the User of a Service ID is to be changed (including the case of termination), or if the number of copies of the “Nikkei Asian Review Print edition (the “Print Edition”) or its delivery address is to be changed, the Customer shall promptly submit a prescribed form describing details thereof to Nikkei (When the Customer applies for the service through the sales agency, the sales agency). Nikkei shall only deem valid the latest single submitted form. Forms must be submitted by the 20th of each month and shall be effective from the 1st of the following month.
6. Standard fees for the Service (the “Service Fees”) are shown in Exhibit. Service Fees shall be changed according to the quantity of Service IDs and the number of copies of Print Edition.
7. The Customer shall make payment of the Service Fees within 1 month of the date when the Service Fees are charged by the Nikkei (when the Customer applies for the service through the sales agency, the sales agency), unless otherwise determined between the Nikkei and the Customer.
8. Nikkei may immediately terminate the Agreement if the Customer delay in paying the Service Fees, the Customer’s bill or check is dishonored, or if bankruptcy, civil rehabilitation or corporate reorganization is filed by or against the Customer or any similar event arises. In such a case, Nikkei shall have no obligation to reimburse the Service Fees which it has already received.
9. If the Customer does not notify Nikkei (when the Customer applies for the service through the sales agency, the sales agency) in writing of its intention to terminate the Agreement at least 10 days prior to the expiration thereof, the Agreement shall be automatically renewed for another period and the same shall apply thereafter.
10. Nikkei may change the Service Fees upon prior written notice to the Customer; provided, however, that the change of the Service Fees shall apply at the time of next renewal of the Agreement and if the Customer notifies Nikkei (when the Customer applies for the service through the sales agency, the sales agency) in writing of its intention not to accept such change at least 10 days prior to the expiration of the Agreement, the Agreement shall be terminated upon its

expiration.

11. The Customer may terminate the Agreement during its effective term upon written notice to Nikkei (when the Customer applies for the service through the sales agency, the sales agency); provided, however, that Nikkei shall have no obligation to refund the Service Fees which it has already received.
12. The Customer agrees that all intellectual property rights on any article, photograph, illustration, data, picture, image, software, etc., related to the Service are vested with Nikkei or any third party having legitimate rights thereto.
13. Neither the Customer nor the User shall in any form without any prior written permission of Nikkei:
 - (a) resell, lend, assign or pledge the Service ID;
 - (b) store any information provided on the Service (unless approved by NAR Terms of Use); or
 - (c) copy or alter the information provided on the Service and distribute, publish or sell the copy or alteration thereof.
14. The Customer shall indemnify Nikkei and the sales agency from any damage incurred by them arising out of any act of the User.
15. The Customer may not assign any of its rights and obligations under the Agreement to any third party.
16. The Customer represents and warrants that as of the effective date of the Agreement and in the future, it is not a member of any anti-social force (which means organized crime group and any relevant group defined in Act on Prevention of Unjust Acts by Organized Crime Group Members), it will not use anti-social forces, it will not conduct any unjust act against Nikkei in the name of anti-social forces and its representative, officer or person virtually holding its management right is not a member of anti-social forces. If Nikkei is aware of any breach of such representations and warranties by the Customer, it may terminate the Agreement without notice or demand, and shall not be liable to indemnify the Customer or the User from any damage arising therefrom.
17. The Agreement shall be subject to Japan Standard Time (JST).
18. The Agreement shall be governed by and interpreted in accordance with the laws of the United Kingdom and the United Kingdom Court shall have the exclusive jurisdiction over any dispute in connection with the Agreement.
19. The Parties to the Agreement shall have consultations in good faith if any matter not stipulated in the Agreement or any question regarding the Agreement arises.

Established on 1st December 2014

Appendix

【The Standard Service Fees】 (tax excluded price unless otherwise stipulated)

(1) Basic fees (3 Service IDs and 1 Print Edition)

Subscription period Basic fees

6 months £ 147.00

12 months £ 272.00

(2) Additional Service ID fees

The additional fees shall be as follows depending on the total number of additional ID:

(a) When the total number of additional Service IDs are from 1 to 7

Subscription period Additional fees per Service ID

6 months £ 42.00

12 months £ 78.00

(b) When the total number of additional Service IDs are from 8 to 22

Subscription period Additional fees per Service ID

6 months £ 40.00

12 months £ 74.00

(c) When the total number of additional Service IDs are more than 22

Subscription period Additional fees per Service ID

6 months £ 38.00

12 months £ 70.00

(3) Additional Print Edition fee

Subscription period Additional fees per copy

6 months £ 36.00

12 months £ 72.00

Note

- The Service Fees are the total of basic fees, additional Service ID fees and additional Print Edition fees.
- The subscription period of the Service is 6 months or 12 months and commences on the 1st of the month stated in the Form in which the subscription starts.
- In case of an addition to the Service ID during the subscription period, the Customer shall make payment of the additional fees for such an additional Service ID as charged by Nikkei (when the Customer applies for the service through the sales agency, the sales agency). Such additional fees shall be calculated on a pro-rata basis for the period from the date of application of such an addition to the expiration date of the subscription period (the “Remaining Period”).
- In case of an addition of copies of the Print Edition during the subscription period, the additional fees for such additional copies of the Print Edition shall accrue for the Remaining Period. The Customer shall make payment of such additional fees charged by Nikkei (when the Customer applies for the service through the sales agency, the sales agency).