

Aoyama Style
Interior Coordination Service Terms and Conditions

[Chapter 1: General Provisions]

Article 1 (Definitions)

1. "Service" means the series of services provided by Machida Hiroko Academy, Inc. (hereinafter referred to as "the Company") including the creation and proposal of interior coordination plans, the Sale of Pre-manufactured Products, and Sale of Customized Products, collectively called "Aoyama Style."
2. "Plan Proposal" means, among the Services, the interior coordination plan proposals the Company creates for the Users (hereinafter referred to as the "Plan").
3. "Sale of Pre-manufactured Products" means the sale by the Company of pre-manufactured interior products (hereinafter referred to as the "Pre-manufactured Products") among the Services to the Users under the Plans.
4. "Sale of Customized Products" means the manufacturing and sale by the Company of customized or special-ordered products (hereinafter referred to as "Customized Products") under the Plan.
5. "Sale of Products" is the collective term for Sale of Pre-manufactured Products and Sales of Customized Products.
6. "Products" is the collective term for Pre-manufactured Products and Customized Products.
7. "User" means a person who has agreed to the contents of these Terms and Conditions, applied for the use of the Services in the manner prescribed by the Company, and who has concluded a Service Agreement with the Company.

Article 2 (Scope of these Terms and Conditions)

1. These Terms and Conditions shall apply to all Services.
2. In the event the User wishes to purchase Products, a separate contract for Sales pursuant to Article 12 shall be concluded in addition to the conclusion of the Service Agreement pursuant to Article 5.
3. In the event the User entrusts any construction work to a constructor based on the Plan Proposal provided by the Company, the User shall conclude the contract directly with the constructor, regardless of whether the constructor is an authorized supplier of the Company or any other contractor.

Article 3 (these Terms and Conditions)

1. All information on the conditions of use and other information provided by the Company to the

Users, including but not limited to information on the website of Aoyama Style (<http://interiorcoordinate.jp/>) (hereinafter collectively referred to as "User Information") shall be a part of these Terms and Conditions, irrespective of its nominal designation.

2. In the event of any conflict or inconsistency between these Terms and Conditions and the contents of any User Information, the User Information shall prevail and apply accordingly.

3. The Company may change these Terms and Conditions at its sole discretion in the following cases:

(a) In the event any amendment to these Terms and Conditions conforms to the general interests of the User; or

(b) In the event that the amendment of this Agreement is not inconsistent with the purpose of the Service Agreement and is reasonable in light of the necessity of the amendment, the appropriateness of the amended contents, and other circumstances relating to the amendment.

4. The Company will notify the Users of any changes to these Terms and Conditions and the effective date thereof by e-mail or by publication on the Company's website with a sufficient notice period.

5. In the event the Company has communicated any changes to the Terms and Conditions in accordance with the previous paragraph, the Users who use the Services after the notice date shall be deemed to have consented to the new Terms and Conditions and shall be bound by such new Terms and Conditions.

6. In the event the User has any objections to the new Terms and Conditions, they may request to terminate the Service Agreement within the period of advance notice as set forth in Paragraph 4 and clearly state their reasons of termination. The Company will respond to such requests in good faith.

Article 4 (Services)

1. The Company will provide the Services to the Users in accordance with these Terms and Conditions.

2. The specific contents of the Service and the service fees shall be as described on the Company's website and in other User Information.

3. The Company may entrust the provision of the Services to any third party at its sole discretion.

Article 5 (Conclusion of the Service Agreement)

1. Users who apply to use the Services shall be entitled to receive a hearing (free of charge) for the Services provided by the Company in accordance with the prescribed procedures of the Company.

2. Upon receipt of a request for fee quotation of a Plan Proposal from a User after the hearing set forth in the preceding paragraph, the Company shall submit a fee quotation for the Service to

the User in a manner prescribed by the Company.

3. In the event the User agrees to the estimated amount set forth in the preceding paragraph, the User shall apply for the Service Agreement by agreeing to the contents of these Terms and Conditions and submitting to a purchase order in the form prescribed by the Company.
4. The Service Agreement between the Company and the User shall be effective upon the Company's acceptance of the application set forth in the preceding paragraph.
5. In the event of any of the following, the Company may not submit the fee quotation to the User or approve the application from the User.
 - (a) The User fails to fill in any information in the purchase order;
 - (b) The User fails to submit any documents required by the Company;
 - (c) The User's request is problematic from the viewpoint of conformity with construction and design requirements;
 - (d) An underaged User fails to obtain the written consent of a legal guardian or representative;
 - (e) The User is found to be a person related to an organized crime group or a person who belongs to an anti-social organization; or
 - (f) Other circumstances deemed inappropriate by the Company.

[Chapter 2: Plan Proposal]

Article 6 (Payment of Fees and Commencement of Plan Proposal)

1. The User shall pay to the Company the prescribed fees for the Plan Proposal in order to receive the Plan Proposal.
2. The User shall pay the fees set forth in the preceding paragraph via bank transfer to the bank account designated by the Company no later than the date and time designated by the Company. The transaction fee shall be borne by the User.
3. The Company shall initiate the Plan Proposal subject to confirmation of receipt of the fees from the User. The User understands that the Company will not be obliged to implement the Plan Proposal unless such payment is confirmed.
4. In principle, the User shall not be able to terminate the Service Agreement after the payment of the fees.

Article 7 (Materials)

1. Users shall provide the Company with information and other materials (hereinafter referred to as the "Materials") that are necessary for the Company to provide the Service.
2. The Company shall manage and store the Materials provided by Users with the care of a good manager and shall not use them for any purpose other than the Services.

3.The Company shall comply with laws, regulations, and other guidelines to appropriately manage the personal information contained in Materials.

Article 8 (On-site Survey)

- 1.In order to provide the Services, the Company shall be entitled to conduct on-site surveys of the residential or work environment of the Users to perform on-site surveys such as measurement, photographing, wiring, and confirming moving routes.
- 2.In the case of the preceding paragraph, when a Company personnel enters the User's residence or place of office, the Company personnel shall follow the instructions of the User and perform their duties with the care of a good manager.
- 3.The User approves the Company personnel to take necessary photographs of the User's residence or place of work to the extent necessary for the on-site survey.

Article 9 (Meeting and Presentation)

In order to provide the Services, the Company shall hold meetings and give presentations (proposals and adjustments for the Plan) on the date, time, and number of times to be determined after due consultation with the User, and the User shall cooperate accordingly.

Article 10 (Completion of Plan Proposal and Settlement of Difference in Fees)

- 1.The Company shall deliver to the User a set of materials for proposals for interior coordination (hereinafter referred to as the "Proposed Materials") containing the contents of the Plan Proposal by the Company by the date and time determined through consultation with the User. User shall confirm and accept the Proposed Materials in a timely manner.
- 2.The Plan Proposal shall be deemed accepted if no notice is given to the Company within five days of the User's receipt of the Proposed Materials.
- 3.In the event of any excess or deficiency between the amount of the fees for the Plan Proposal paid in advance to the Company and the amount of the actual fees calculated based on the Company's predetermined fee system (including, but not limited to, the increase or decrease of the originally scheduled number of meetings), the difference shall be charged or reimbursed.
- 4.In the case of the preceding paragraph, if the amount of the fees for the Plan Proposal previously paid to the Company is insufficient compared to the actual fees calculated based on the Company's predetermined fee system, the Company shall issue to the User an invoice regarding the shortfall. The Users shall pay the shortfall by transfer to the bank account designated by the Company no later than the date and time specified in the invoice. The transaction fee shall be borne by the User.
- 5.In the case of paragraph 3, if the amount of the fees for the Plan Proposal previously paid to the

Company exceeds the amount of the actual fees calculated based on the Company's predetermined fee system, the Company shall pay the amount in excess of the Plan Proposal fee by way of remittance to the bank account designated by the User. The transaction fee shall be borne by the Company.

Article 11 (Delay of Service Caused by User)

1. In the event that the Company is unable to provide the Services due to the User's failure to cooperate in the provision of the Materials as described in Article 7, the on-site survey as described in Article 8, the holding of meetings and presentations in Article 9, and the delivery of the Proposed Materials in Article 10, the Company shall notify the User to cooperate in the necessary activities for the receipt of the Services within a reasonable period of time.
2. Notwithstanding the provisions of the preceding paragraph, in the event the User fails to perform all necessary acts by the applicable deadlines, the corresponding Services shall be deemed to have been performed, and the Company shall be exempt from liability and shall not be liable for any default with respect to such obligation.

[3: Sale of Products]

Article 12 (Contract for the Sale of Products)

1. In order to realize the Plan Proposals offered by the Company, the Company will submit fee quotations to Users who make a request for the Company's Sale of Products.
2. The User who has agreed to the quotation set forth in the preceding paragraph shall place orders for the Sales of Products by submitting to the Company the required items on the Company's prescribed purchase order after agreeing to the content of these Terms and Conditions.
3. Individual contracts for the Sale of Products between the Company and the User shall be considered concluded upon the Company's acceptance of the purchase order set forth in the preceding paragraph.
4. In the event of any of the following, the Company may not submit an estimate to the User for the Sale of Products or approve the User's purchase order:
 - (a) The User fails to fill in any information in the purchase order;
 - (b) The User fails to submit any documents required by the Company;
 - (c) The User's request is problematic from the viewpoint of conformity with construction and design requirements;
 - (d) An underaged User fails to obtain the written consent of a legal guardian or representative;
 - (e) The User is found to be a person related to an organized crime group or a person who belongs to an anti-social organization; or

- (f) The User has violated or is currently in violation of these Terms and Conditions;
- (g) The Company deems, in its sole discretion, that transactions with the User are difficult based on the User's conduct in the past, such as return of products or refusal to accept;
- (h) The User resells any Product or engages in conduct that may harm the Company's profits;
- (i) The products ordered by the User are unlikely to be delivered due to discontinuation of production, delayed production, or short stock.
- (j) Other circumstances deemed inappropriate by the Company.

5. After concluding a contract concerning the Sale of Products, the User may not terminate the contract.

Article 13 (Payment for the Products and Company's Order of Products)

- 1 The User shall pay for the Product as set forth in the preceding Article via transfer to the bank account designated by the Company no later than the designated date and time. The transaction fee shall be borne by the User.
2. The Company shall order the Products subject to confirming the receipt of payment for the Products. The User understands that the Company is not obliged to place orders with its business partners until the corresponding payments are received or deliver such orders to the User.

Article 14 (Moving of Products, Delivery, and Installation)

1. The Company shall deliver the Products to the User at the time and location determined after consultation with the User.
2. In the event the Company is entrusted with the delivery and installation of the Products based on the contract concerning the Sale of Products, the Company shall perform its obligations in good faith.
3. Upon receipt of the Products, the User shall inspect whether the type, quality, and quantity of the Product conform to the contents of the contract concerning Sale of Products, and shall submit to the Company the prescribed receipt of Products upon the User's satisfactory completion of the inspection. In the event the User does not send any notice to the Company within five days after the moving, delivery, or installation of the Products, the inspection shall be deemed to have passed.

Article 15 (Delay in Receipt of Products Caused by User)

1. In the event that the moving, delivery, or installation of the Products as set forth in Article 14 cannot be completed due to the User's failure to cooperate, the Company shall request the User

to timely cooperate in such activities.

- 2.2. Notwithstanding the provisions of the preceding paragraph, in the event the User fails to perform all necessary acts by the applicable deadlines, the corresponding Services shall be deemed to have been performed, and the Company shall be exempt from liability and shall not be liable for any default with respect to such obligation.
3. In the event the delivery company is unable to deliver the Products due to the absence of the User at the designated time, or the User wishes to redistribute the Products, the Company shall be entitled to charge the User a separate shipping charge (return shipping charge, redistribution charge, etc.).
4. In the event the User does not accept the Products and does not respond to communications from the Company, the Company shall keep the Products in its possession for six months from the shipment date.
5. In the event the storage period in the preceding clause exceeds six months, the Company shall be free to dispose of the Products at its discretion, in which case, the User shall not be exempt from the obligation to pay the price based on the contract for the Sale of Products.

Article 16 (Transfer of Ownership and Risk)

1. Title to the Products shall pass to the User upon passing the inspection pursuant to Article 14.
2. Damage caused by loss or damage to the Products due to force majeure, such as natural disasters, or any other cause not attributable to the Company or the User shall be borne by the Company prior to the delivery of the Product, and by the User after the delivery of the Product.
3. The User shall bear all expenses for storage, use, and safekeeping of the Products after the delivery of the Product.

Article 17 (Liability for Non-Compliance)

In the event any Product delivered by the Company to the User does not conform to the content of the contract concerning the Sale of Products, with respect to the type or quality (hereinafter referred to as "Non-Conformity"), the Company shall provide a substitute, repair the defect, or reduce the price at the request of the User, provided that the Non-Conformity is not attributable to the User and that the User informs the Company of the Non-Conformity in writing within six months of the delivery.

Article 18 (Warranty of Customized Products)

1. The Company will repair Customized Products free of charge in the event of any defects within one year of delivery of such Customized Products (hereinafter referred to as the "Warranty Period") under normal conditions of indoor use in the User's home. However, in the following

cases, even within the Warranty Period, the Customized Products are not covered by the warranty and shall be repaired at cost.

- (a) When the product is not used in accordance with the instruction manual and precautions;
- (b) Normal wear and tear, aging, scratches, dirt, and stains caused by use;
- (c) Failure, damage, or malfunction of consumables such as batteries and light bulbs;
- (d) Failure, damage, or malfunction caused by acts of God such as fire, earthquake, flood, or pollution;
- (e) Failure, damage, or malfunction caused by modification, repair, or other processing by a third party other than the Company;
- (f) Failure, damage, or malfunction caused by chemical reactions with floors, carpets, wall materials, or indoor environments such as molds, mites, and condensation;
- (g) Failure, damage, or malfunction due to misuse or negligence of the User;
- (h) Failure, damage, or malfunction caused by the transportation, movement, or dropping by the User after delivery;
- (i) Failure, damage, or malfunction caused by use in an environment frequently visited by a large number of unspecified people; or
- (j) In the event of any other improper use as determined in the Company's sole discretion.

2. Normal and proper indoor use in a household covered by this Article shall not include outdoor use, occupational use, use in an overly humid environment, such as the bathroom, or use near a heat source.

3. The warranty set forth in this article shall be provided only to the User who has ordered the Customized Products, paid the price for the Products, and received the delivery, and shall not apply to any other person who has received the Customized Products in a resale transaction.

[Chapter 4: General Provisions]

Article 19 (Attribution of Rights)

1. All intellectual property, including rights under Sections 27 and 28 of the Copyright Act, and all other rights relating to any deliverables the Company makes under the Services (including, but not limited to, the Proposal Materials relating to the Plan Proposal), belongs to the Company or a third party designated by the Company.
2. The User shall be able to use the deliverables provided by the Company only to the extent necessary to realize the interior coordination based on the Service Agreement.
3. In the event the user uses the deliverables beyond the scope stipulated in the preceding paragraph (including, but not limited to, reproductions for private use, postings on websites, and other similar use), the User shall obtain the permission of the Company.

4. The User confirms in advance that the deliverables provided by the Company cannot be used for commercial purposes under any circumstances.

Article 20 (Waiver of Liability)

1. The Company does not guarantee the qualification, completeness, reliability, usefulness, fitness for a particular purpose of the Services, and the User shall use the Services on his/her own responsibility.
2. In the event the User purchases Pre-manufactured Products from a third party other than the Company or commissions a third party to manufacture any Customized Products based on the Plan Proposal, the User shall, at his/her own responsibility, deal with such third party. The Company shall not be responsible for any dealing between the User and the third party or any disputes arising therefrom.
3. In order to realize the interior coordination based on the Plan Proposal by the Company, in the event the User engages a contractor for any construction work (irrespective of whether the contractor is designated by the Company or chosen by the User), the User shall, at its own responsibility, take the initiative in concluding a contract with such contractor based on the estimate provided by such contractor. The Company shall not be responsible for any dealing between the User and the third party contractors or any disputes arising therefrom.
4. The User shall lawfully utilize, on his/her own responsibility, the space such as the home and office for which the Company made the Plan Proposal for the purpose of this Service. The Company shall not assume any liability in the event of any dispute between the User and any third party with respect to the specific use, disposal or management of such space.

Article 21 (Termination)

1. The Company shall be entitled to terminate this Service Agreement in whole or in part immediately without any notice in the event of any of the following:
 - (a) In the event of a serious breach of trust by the User that makes it impossible to continue the Service Agreement;
 - (b) In the event of a state of suspension of payments by the User or where there are reasonable grounds for believing that the financial condition of the User has deteriorated or is likely to deteriorate;
 - (c) In the event of suspension of business of the User by a clearinghouse;
 - (d) When a petition for attachment, provisional attachment, provisional disposition, auction sale, or disposition for non-payment of tax is filed against the User;
 - (e) In the event of a petition for commencement of bankruptcy proceedings, commencement of civil rehabilitation, commencement of corporate reorganization proceedings, or commencement of special

liquidation, or in the event such a petition is initiated by the User; or

(f) In the event that the User fails to perform any necessary acts to enable the Company to provide the Services notwithstanding the notice set forth in Article 11(1) or Article 15(1).

2. In addition to the provisions of the preceding paragraph, in the event the User breaches the Service Agreement or these Terms and Conditions and fails to remedy such breach despite the notice from the Company specifying a reasonable period of time to remedy such breach, the Company shall be entitled to terminate the Service Agreement in whole or in part immediately.

3. Any manifestation of intention by Us to terminate under this Agreement shall be made in writing to the address of the User (or, if the User is a corporation, to the address of the head office). In the event such written notice is not served due to the location of the user or his/her representative being unknown or otherwise, the manifestation of intention to terminate shall be deemed to have arrived on the day on which two weeks have elapsed from the date of such dispatch.

4. In the event the User falls under any of the items in Article 21.1 and causes damages to the Company, the Company shall be entitled to claim compensation for damages regardless of whether the Service Agreement has been terminated or not.

5. In the event the User falls under any of the items in Article 21.1 for any cause whatsoever, all amounts owing to the Company shall become immediately due and payable.

Article 22 (Elimination of Anti-Social Forces)

1. In concluding the Service Agreement, the parties express and warrant that they or their officers (regardless of their name or titles, consultants, advisers, employees who execute the Services, and other persons who are found to be practically participating in the management of the Services) and employees (persons who have the authority to or act for the performance or receiving of the Services that have a material impact on the interests of the Business) do not fall under any of the following items (hereinafter referred to as "Anti-Social Forces") and will not fall under any of the following items, and that the parties have no relationship with or will have any anti-social Forces.

(a) Violent gang, violent gang members, quasi-members of violent gangs, companies related to violent gangs, racketeers, political racketeering organizations, special interest crime groups, and other similar persons described in the "Outline of Measures against Organized Crime" of the National Police Agency.

(b) A person who has a deep human, capital, or economic relationship with the person described in the preceding paragraph, such as providing funds or facilities or using them for the purpose of seeking illicit gain.

2.The Users and the Company hereby pledge to the other party that they will not, by themselves or through the use of a third party, conduct any of the acts listed in each of the following items:

- (a) Acts of fraud, violence, or threatening speech;
- (b) Unlawful acts or unjust demands;
- (c) Act of interfering with the business of the other party;
- (d) Defamation of reputation or credibility; or
- (e) Any act equivalent to any of the preceding items.

3.In the event the other party violates Article 22.1 or Article 22.2, the other party shall be entitled to terminate the Service Agreement in whole or in part without liability to the other party.

4.In the event a party suffers damages as a result of the other party's breach of Article 22.1 or Article 22.2, the breaching party shall be compensate the other party for damages regardless of whether or not the Service Agreement has been terminated.

Article 23 (Suspension due to Force Majeure)

1.In the event of any of the following, the Company shall be entitled to suspend the provision of the Services without prior notice to the User.

- (a) In the event the Service cannot be provided due to fire or power failure;
- (b) The Services cannot be provided due to natural disasters such as earthquakes, volcanic eruptions, floods, and tsunamis; or
- (c) In the event the Services cannot be provided due to war, riot, civil commotion, and labor dispute.

2.In the event of any delay or interruption in the provision of the Services due to any of the items in the preceding paragraph or any other force majeure, the Company shall not be liable for any damage suffered by the User or a third party arising out of such delay or interruption.

Article 24 (Assignment of Rights and Obligations)

1.The User shall not assign, transfer or otherwise dispose of their rights and obligations under the Service Agreement without our prior written consent of the Company.

2.In the event the duty to perform the Services is transferred to a third party (including, but not limited to, business transfers, acquisitions, mergers, or corporate splits), the Company shall be entitled to assign or transfer its rights and obligations under the Service Agreement, as well as and the information of the User at its discretion.

Article 25 (Confidentiality)

1.Neither party shall use or disclose to any third party any technical or business information (hereinafter referred to as "Confidential Information") disclosed orally or in writing by the other

party through the Service Agreement without the prior written consent of the other party for any purpose other than the use of the Services.

2. Notwithstanding the provisions of the preceding paragraph, information that falls under any of the following items shall not be included in the Confidential Information:

- (a) Information that was already in the public domain at the time of provision or became publicly known after provision due to reasons not attributable to the party;
- (b) Information already in the possession of the party at the time of provision;
- (c) Information lawfully obtained by a party from a third party without any obligation of confidentiality; and
- (d) Information independently developed by the parties.

Article 26 (Damages)

In the event that the Company is found liable to the User for any damages, the Company shall compensate for the damages within the scope of normal and direct damages and within the scope of the Service fees already received by the Company from the User.

Article 27 (Governing Law, Jurisdictional Court, Original Text)

1. This Agreement shall be governed by the laws of Japan. In the event of any dispute between the parties in connection with this Agreement or the Services, the Tokyo District Court shall be the exclusive jurisdictional court of the first instance.
2. The Japanese texts of these Terms and Conditions shall be the original. Therefore, even if a translation into a language other than Japanese is prepared for reference in connection with these Terms and Conditions, only the original Japanese language shall have legal effect.

Supplementary Provisions: these Terms and Conditions shall be effective as of April 4, 2018.

: February 7, 2021 revised.