

Terms and Conditions of Contract for Advertisement Display

Greenport Agency Co., Ltd. (hereinafter, "GPA") and the advertiser, including any and all advertising agencies contracted to the advertiser (hereinafter, collectively referred to as "The Advertiser") hereby agree to abide by the following terms and conditions (hereinafter, "Terms & Conditions"), unless either party expresses written intention to the contrary, when concluding the advertising contract (hereinafter, "Contract") for advertising (hereinafter, "The Advertisement") on a facility or advertising medium (hereinafter, "The Facility") owned by, or under the management of, Narita International Airport Corporation (hereinafter, "NAA").

Offer of Contract

Article 1. Notification of intention to make an offer in relation to this Contract shall require, for The Advertiser, the prescribed items on the advertisement application form specified by GPA be included and forwarded to GPA by post or as an attachment by email (hereinafter, this method shall be collectively referred to as "Specified Method").

Conclusion of Contract and Details Therein

Article 2. The Contract shall be concluded between GPA and The Advertiser when GPA issues an acceptance notice in accordance with the Specified Method and its content concurs with the details set out in the aforementioned advertisement application form (hereinafter, "Application Form Content") and as prescribed by these Terms & Conditions.

2. In the event that terms or restrictions are attached in the aforementioned acceptance, the Contract shall not be deemed to have been concluded in any format whatsoever unless The Advertiser signifies its consent to those terms or restrictions within three of GPA's working days (hereinafter, "Business Days").

Nullification of The Contract Due NAA Disapproval

Article 3. Should NAA notify GPA within five Business Days prior to the advertising period specified in the Application Form Content (hereinafter, "Advertising Period") that it will not approve the Contract and GPA notifies The Advertiser to that effect by way of the Specified Method, the

Contract shall be rendered null and void retrospective to the date of its conclusion.

2. In the aforementioned event, The Advertiser will not seek reasons for NAA's disapproval nor shall it seek compensation or other form of redress from GPA or NAA. Notwithstanding, should GPA fail to notify The Advertiser by the Specified Method that the Contract has been disallowed within three Business Days of having received the aforementioned advice, GPA shall be said to be negligent and in sufficient legal cause in relation to the advice, and liable for compensation.

Terms & Method of Payment, etc. of Advertising Charges, etc.

Article 4. The Advertiser shall make payment of the advertising charges, etc. as set out in the Application Form Content (hereinafter, "Advertising Charges") plus the applicable consumption tax by bank transfer to an account specified by GPA by the date specified by GPA. Bank transfer charges shall be the responsibility of The Advertiser.

2. When the aforementioned payment by The Advertiser is delayed, the Advertiser is to immediately pay GPA the aforementioned amount plus a delinquency penalty of five percent (5%) of the outstanding amount.

3. Any fraction of less than one yen in Advertising Charges, applicable consumption tax and delinquency payment amounts will be rounded down to the nearest whole number.

Determining Approval of Advertisement Display

Article 5. The Advertiser shall notify GPA of the details of The Advertisement design and subject matter before The Advertisement commencement date and obtain the approval of both GPA and NAA. In addition, The Advertiser shall make the said notification being aware that the said approval by GPA and NAA requires a minimum of five Business Days.

2. The approval mentioned in the preceding paragraph will, in principle, not be given by either GPA or NAA if they deem that the contents of The Advertisement planned by The Advertiser are subject to the following sub-paragraphs. However, even if the above-mentioned contents are not subject to any of the following listed items, approval will not be given if either GPA or NAA deem that the contents are not suitable for advertising.

- (1) Contents are contrary to public order
- (2) It is damaging to the environment or unaesthetic
- (3) It contains false or exaggerated expressions
- (4) It creates a discordant public impression
- (5) It supports a particular political activity
- (6) It gives rise to fears of danger to the facilities
- (7) Publication is forbidden by laws or regulations

3. If the approval referred to in Paragraph 1 is not obtained, The Advertiser may seek changes by notifying GPA of amendments to The Advertisement design and subject matter. The procedures subsequent to that shall be as prescribed in Paragraph 1.

4. Should it not be possible to display The Advertisement for all or part of the period of the Advertising Period due to failure to gain approval as referred to in Paragraph 1, The Advertiser may not rescind the Contract in part or in whole for any reason whatsoever and may not seek compensation for damages from GPA or NAA, nor seek the return of Advertising Charges, nor be able to make any claim at all irrespective of the terms used.

Preserving the Advertising Integrity of The Advertisement

Article 6. GPA will endeavor to maintain the advertising integrity of The Advertisement during the Advertising Period.

2. If damage is found to have occurred to The Advertisement, GPA will report this promptly to The Advertiser and appropriate measures will be taken subsequent to discussions with the Advertiser. Notwithstanding, this shall not apply where the said damage occurs through the intention or carelessness of The Advertiser.

3. If the Facility for The Advertisement is to be digital signage, GPA will ensure exposure times corresponding to ninety percent (90%) or more of the exposure times agreed between GPA and The Advertiser (hereinafter in this Article, the "Minimum Exposure Time").

4. Notwithstanding the provisions of the previous paragraph, should The Advertiser be unable to receive the Minimum Exposure Time through a willful or negligent act of GPA, or if it is found that it will be impossible to obtain the Minimum Exposure Time, GPA shall immediately advise The Advertiser to that effect and hold consultations with The Advertiser on

measures to effect a reduction in the advertising charge quoted in the Application Form Content (hereinafter, "Advertising Charge").

Measures Applying If the Form of Advertising is a Promotion

Article 7. If the form of advertising is a promotion, The Advertiser must ensure that none of the following takes place when The Advertisement is on display.

- (1) Staff associated with The Advertisement display The Advertisement beyond the areas designated by GPA.
- (2) Express words and actions which damage or threaten to damage the business of NAA or of retail operators in relation to The Facility.
- (3) Actions corresponding to those described in any item of Article 5-2
- (4) The use of fire
- (5) The use of microphones or musical instruments which interfere with announcements within the building.
- (6) Excessive canvassing or soliciting
- (7) Carrying out business activities such as the sale of products, which involve the transfer of money
- (8) Excessive quantity of materials, equipment (hereinafter in this Article, "Materials") interfering with the flow of traffic within Narita International Airport.
- (9) Acts in other ways which NAA considers inappropriate.

2. Should any of the actions described in the preceding paragraph apply, The Advertiser shall take steps to ensure that passengers, etc. do not enter the advertising area by closing it off with the use of stanchions.

3. Should any of the actions described in Paragraph 1 apply, The Advertiser shall comply with the following.

- (1) Have fire extinguishers available at all times in the advertising area as instructed by GPA and have staff on duty at all times during the Advertising Period who are familiar with the use of fire extinguishing equipment
- (2) When The Advertiser leaves the site, power to electrical equipment is to be turned off
- (3) Emergency evacuation routes for passengers are to be

checked and remain accessible

(4) Total familiarization with other emergency contact and notification system prescribed by NAA

(5) GPA approval must be obtained if flammable materials are to be used in The Advertisement

(6) In addition, the directions of GPA's fire prevention supervisor must be observed.

NAA Prohibition of The Advertisement

Article 8. If, for any of the following reasons, NAA prohibits the display of The Advertisement during the Advertising Period, the Advertiser shall not display The Advertisement for the specified period and, if The Advertisement is already on display, The Advertiser shall remove or terminate the display immediately.

(1) If The Advertisement is prohibited by law or by direction of a government agency and must be removed

(2) If Advertising becomes impossible because of natural disaster or other force majeure

(3) When deemed particularly necessary by NAA for the management of The Facility, such as for the closure to allow renovation or construction work

2. Should any of the circumstances in the preceding paragraph apply, The Advertiser shall make payment of the amount derived by calculating the daily advertising rate (hereinafter, "Daily Advertising Rate") by dividing the Advertising Charge, inclusive of consumption tax, by the number of days in the Advertising Period and multiplying the Daily Advertising Rate by the number of days on which The Advertisement is withdrawn. If The Advertiser has already paid the Advertising Charge to GPA, GPA shall refund the amount to The Advertiser.

3. Should the conditions of Paragraph 1 be applicable, the responsibility for the cost of removing or terminating The Advertisement or displaying it once again shall be determined through discussions between GPA and The Advertiser. If the said discussions cannot reach an agreement, the above costs shall be borne by The Advertiser.

4. Should the conditions of Paragraph 1 be applicable, The Advertiser shall not claim compensation, seek an alternative Advertising Period or

claim any other form of redress from GPA or NAA.

5. Should the conditions of Paragraph 1 be applicable and both parties agree, The Advertisement may be displayed in an alternative period or an alternative site. Notwithstanding, The Advertising Charge shall be decided through agreement between GPA and The Advertiser, and the Contract and applicable Terms & Conditions, excluding the Advertising Period and Advertising Charges, shall apply.

Rescission Following Breach of The Contract

Article 9. Should either party be in violation of the Terms & Conditions of the Contract, that party shall be requested by the other to take corrective action by a specified time. Should the party fail to take corrective action within the specified period, the Contract may be rescinded.

2. Notwithstanding the provision of the preceding paragraph, either party may rescind the Contract without notice or any other procedure if any of the following conditions apply.

- (1) In the event of bankruptcy, special liquidation, civil restructuring, petition for corporate reorganization filed by the company or other party
- (2) If a resolution has been passed for dissolution, merger, corporate split, change of shares, reduction of capital or transfer of all or significant parts of the business
- (3) There has been an instance of a drawn bill or an issued check being dishonored
- (4) The competent authorities have revoked or suspended an operating license
- (5) When a third party has carried out a provisional seizure, provisional injunction, or compulsory execution, etc.
- (6) When proceedings are taken for the recovery of taxes and public charges in arrears

3. Should either party sustain loss due to any of the conditions cited in the preceding two paragraphs above being applicable to the other party, that party may seek compensation for damages from the other regardless of whether the Contract is rescinded or not.

Representations and Warranties by The Advertiser - 1

Article 10. The Advertiser shall represent and warrant to GPA the matters contained in each of the following items.

(1) The Advertiser (including officers and employees and the same shall apply hereinafter in this Article) is not and has never been a member of an anti-social force (referring to organized crime groups, including organized crime group members and related groups, and groups or individuals seeking economic profit by using violence, threats or fraudulent methods, as defined in the Act on Prevention of Unjust Acts by Organized Crime Group Members.)

(2) The Advertiser does not make use of anti-social forces

(3) The Advertiser does not provide funds, etc., provide assistance or contribute to the maintenance and operation of anti-social forces

(4) The Advertiser does not have socially reprehensible links with anti-social forces.

(5) The Advertiser shall not by itself or through an affiliation, use violence, deception, threatening language against GPA or NAA (including making it known that the Advertiser or its affiliates are anti-social forces, or falsely claiming not to be an anti-social force), thereby damaging the reputation and credibility or hindering the operations of GPA or NAA.

(6) The Advertiser shall not undertake any act that is similar to that described in the preceding sub-paragraphs.

2. Should The Advertiser violate the conditions of any of the preceding sub-paragraph, GPA may rescind the Contract without notification or any other procedure.

3. If GPA rescinds the Contract in accordance with the provisions of the preceding paragraph, it may seek compensation from The Advertiser for any losses sustained owing to the said termination (including lost profit). In addition, irrespective of the reason for the said rescission, The Advertiser shall not seek redress for compensation for loss against GPA or NAA irrespective of the terms used for the claim.

Representations and Warranties by The Advertiser - 2

Article 11. The Advertiser shall, in executing the Contract, represent and

warrant to GPA the matters contained in each of the following items.

(1) Neither The Advertiser nor any associate or affiliate, including The Advertiser's parent or subsidiary companies, officer or employee of The Advertiser, shall, directly or indirectly, contribute, make application to contribute, or pledge to contribute illicit funds or other benefits to a public official of another country or to an individual, corporation or organization whose actions under the provisions of this paragraph are considered to be illegal in Japan and in any other country or territory worldwide

(2) Neither The Advertiser nor any associate or affiliate, including The Advertiser's parent or subsidiary companies, officer or employee of The Advertiser shall, directly or indirectly, receive, request or pledge to receive illicit funds or other benefits in Japan and in any other country or territory worldwide

(3) The Advertiser will not undertake any act in contravention of the US Federal Foreign Corrupt Practices Act (FCPA of 1977) or the UK Bribery Act 2010

2. Should The Advertiser (including associates and affiliates, officers and employees of The Advertiser as prescribed in the preceding paragraph) find itself in violation of the provisions of the preceding paragraph, it shall promptly report this fact together with the details to GPA by the Specified Method.

3. Should The Advertiser (including associates and affiliates, officers and employees of The Advertiser as prescribed in Paragraph 1) find itself in violation of the provisions of Paragraph 1, GPA may rescind the Contract without notification or any other procedure.

4. If GPA rescinds the Contract in accordance with the provisions of the previous paragraph, it may seek compensation from The Advertiser for any losses sustained owing to the said termination (including lost profit). In addition, irrespective of the reason for the said rescission, The Advertiser shall not make any claim for compensation for loss against GPA or NAA irrespective of the terms used for the claim.

Payment of Default Penalties

Article 12. Should GPA rescind the Contract in accordance with the terms of the preceding three articles above, The Advertiser shall pay to GPA a sum as

a default penalty calculated by multiplying the Daily Advertising Rate by the number of remaining days of the Advertising Period. However, if The Advertiser has already paid the Advertising Charge to GPA, GPA may use a refund of the remaining Advertising Charge produced by the rescission of the contract to offset the default penalty.

2. Notwithstanding the provisions of the preceding paragraph, if GPA rescinds the Contract in accordance with the provisions of the preceding three articles, GPA shall not be obliged to refund "Other ancillary expenses" in the Application Form Content paid by The Advertiser to GPA.

Termination of the Contract by the Advertiser

Article 13. Should the Advertiser wish to terminate the Contract before completion of the final day of the Advertising Period due to certain circumstances, it shall notify GPA of its intention to terminate sixty days in advance using The Specified Method.

2. In the case referred to in preceding paragraph, The Advertiser shall pay to GPA a default penalty equal to an amount calculated by multiplying the Daily Advertising Rate by the number of days remaining in The Advertising Period. Notwithstanding, if The Advertiser has already paid the Advertising Charge to GPA, GPA may use a refund of the remaining Advertising Charge produced by the termination of the contract to offset the default penalty.

3. Notwithstanding the provisions of the preceding paragraph, if The Advertiser terminates the Contract in accordance with the provisions of Paragraph 1, GPA shall not be obliged to refund "Other ancillary expenses" in the Application Form Content paid by The Advertiser to GPA.

Restoration of Facility to Original Condition by The Advertiser

Article 14. By the final day of The Advertising Period The Advertiser shall remove The Advertisement and restore the advertising area to its original condition as directed by GPA and at The Advertiser's expense. Notwithstanding, this shall not apply if GPA and The Advertiser renew the Contract.

2. With regard to the proviso in the preceding paragraph, the obligation of

The Advertiser to restore the site to its original condition shall continue in the Contract after renewal.

3. If the Contract is rescinded in accordance with the provisions of Article 9 or Article 11, or if the Contract is terminated in accordance with the provisions of the Article 13, The Advertiser shall remove The Advertisement and restore the advertising area to its original condition as directed by GPA and at The Advertiser's expense, by a date stipulated by GPA.

4. If The Advertiser fails to fulfill its obligation to restore the site to its original condition in accordance with the requirement set out in Paragraph 1 by the final day of The Advertising Period, or fails to fulfill its obligation to restore the site to its original condition as prescribed in the preceding paragraph by the date stipulated, The Advertiser shall promptly pay to GPA a default payment equal to an amount twice that calculated by multiplying the Daily Advertising Rate by the number of delinquent days.

5. If The Advertiser fails to fulfill its obligation to restore the site to its original condition in accordance with the requirement set out in Paragraph 1 by the final day of The Advertising Period or fails to fulfill its obligation to restore the site to its original condition as prescribed in the Paragraph 3 by the date stipulated, GPA may undertake the obligation on behalf, and at the expense of, The Advertiser. Further, The Advertiser may not claim compensation from GPA or NAA for any loss sustained as a result of restoration work carried out on its behalf nor shall it seek any other form of redress irrespective of the terms used.

Specified Method for Claims Based on The Contract

Article 15. Procedures based on the Contract such as claims and notices shall be carried out by the Specified Method.

Discussion Between GPA and The Advertiser

Article 16. For matters which are not prescribed in the Contract, or in cases where there is ambiguity over the terms of the Contract, GPA and The Advertiser shall hold discussions to reach a reasonable solution.

Governing Law

Article 17. This Contract shall be governed by and construed under the laws of Japan.

Competent Court

Article 18, The Tokyo District Court will be the exclusive court of jurisdiction in the first instance for any disputes related to this Contract

Obligation to Execute The Contract in Good Faith

Article 19. GPA and The Advertiser shall carry out the Contract in good faith and sincerity.

Supplementary Provisions

Article 1. Changes to these Terms & Conditions are to be submitted through the GPA website (<http://www.gpa-net.co.jp/en/ads-promotion/inquiries/>).

Article 2. These Terms & Conditions are effective from April 1, 2015.