

**Agreement on Application for  
"The Nikkei Online Edition, Nikkei.com"**

1.This Contract, governing subscriptions (hereafter "Contract") to the "The Nikkei Online Edition, Nikkei.com" (hereafter "Service"), is concluded between business subscribers to this service (hereafter "Customers") and NIKKEI ASIA PTE LTD, NIKKEI CHINA (HONK KONG) LTD. (hereafter "Nikkei").

2.Nikkei will provide this Service to individuals whose subscriptions have been confirmed by Customers (hereafter "Subscribers"). Only a Customer can confirm an individual who has received a Nikkei ID as a Subscriber, and is forbidden from providing data, manuals, etc., related to this Service to any third party who is not the Subscriber.

3.The Customer shall personally confirm the contents of the attached agreement on the "The Nikkei Online Edition, Nikkei.com" (for business contracts) (hereafter "Agreement Governing Electronic Version for Business Contracts") and after familiarising Subscribers with them, ensure that they are abided by. Nikkei shall consider the Customer with whom this Contract has been concluded and Subscribers to consent to the Agreement Governing Electronic Version for Business Contracts.

4.Upon receipt of this document from a Customer, Nikkei will provide the Customer with a temporary ID and password (hereafter "Pre ID") necessary to acquire the Nikkei ID (hereafter "Service ID") required to subscribe to this Service.

5.In the event of a change in the number of IDs (which refers to the number of Pre IDs or IDs for this Service acquired by the Customer, in accordance with this Contract) or the Subscriber (including cancellations) the details of the changes shall be recorded on the prescribed form and submitted to Nikkei in a timely fashion. Only the latest change form shall be considered to be in effect and the deadline for receipt of changes in number of IDs or Subscribers is the 10th day of each month, to take effect on the 1st day of the following month.

6.The fee for this Service (hereafter "Service Fee") shall be fixed as follows. The Service Fee will change in accordance with the number of IDs, and will be fixed on the 1st day of each month, as per the preceding clause.

7.Customers shall, in principle, pay the Service Fee by transferring funds to the bank account designated by Nikkei (transfer fees shall be paid by the Customer), within 1 month of receipt of an invoice. However, should Nikkei and the Customer make alternative arrangements between them, those shall take precedence.

8.Nikkei may revise the Service Fee by way of prior advance notification in writing. Nikkei shall notify Customers of a revision in the Service Fee and in the event that the Customer notifies Nikkei in writing by the 10th day of the month before the month in which the revision takes effect, that they do not intend to abide by the aforementioned revision, this Contract will expire on the day the aforementioned revision

takes effect.

9. In the event that there is no notification in writing from the Customer by the 10th day of each month, this Contract will be automatically extended, under the same conditions, to the following month, and this practice will continue thereafter. However, in the event that the Customer stops payment, or submits a dishonoured draft or cheque or declares or is declared to be in bankruptcy, civil rehabilitation, a corporate reorganisation, or equivalent circumstances, this Contract will automatically expire.

10. This Service is a digital information service provided by Nikkei and the Customer agrees that all rights to any data, pictures, images, software or any other intellectual property reside with Nikkei or the provider of information.

11. The Customer or Subscriber is forbidden from the following actions in any way, shape, or form.

- 1) Resale of Pre IDs
- 2) Retention of any information provided by this Service (except for when explicitly provided for under the Agreement Governing Electronic Version for Business Contracts or Agreement on Use of Nikkei IDs)
- 3) Production, publication, or sale of any product using any information provided by this Service

12. In the event that Nikkei suffers any damages due to the actions of a Subscriber, the Customer shall indemnify Nikkei for the aforementioned damages.?

13. The Customer may not assign any rights or obligations under this Contract to any third party other than the Subscriber.

14. The court with jurisdiction for any and all disputes arising from this Contract shall be The Subordinate Courts of Singapore, Direct Courts of Hong Kong.

15. Items not defined in this Contract and any questions that arise with respect to this Contract shall be discussed in good faith by the parties concerned.

**[Fees NIKKEI ASIA PTE LTD] \* Exclusive of tax**

Basic Fee (monthly charge) 1 ID : S\$60 per month

Supplementary Fees (Article Searches) : S\$2,50 per search

\*Applies only to the 26th monthly search and beyond.

Supplementary Fees (Personnel Database Search) : S\$5,50 per search

\*Applies to the 1st monthly search and beyond.

**[Fees NIKKEI CHINA (HONG KONG) LTD]**

Basic Fee (monthly charge) 1 ID : HK\$350 per month

Supplementary Fees (Article Searches) : HK\$15 per search

\*Applies only to the 26th monthly search and beyond.

Supplementary Fees (Personnel Database Search) : HK\$32 per search

\*Applies to the 1st monthly search and beyond.

- Subscription to the Electronic Version Service is on a monthly basis. Fees are calculated on a 1 month basis comprising the time between 6:00 (Japan Time) on the 1st of each month to 6:00 on the 1st day of the following month.

- Supplementary fees for search service will be added to the base fee invoice for the month following use.

## **Attachment 1**

### **Agreement Governing "The Nikkei Online Edition, Nikkei.com" (for Business Contracts)**

#### **Chapter 1 General Rules**

##### **Article 1 Application of the Agreement**

1.The "Agreement Governing 'The Nikkei Online Edition, Nikkei.com' (for Business Contracts)" (hereafter this "Agreement") applies to a corporation that enters into a subscription contract with Nikkei (hereafter "Customer") in order to subscribe to the "The Nikkei Online Edition, Nikkei.com" (hereafter "Electronic Version Service"), and to the individual (hereafter "Electronic Version Subscriber") whose subscription to the Electronic Version Service is confirmed by the Customers in accordance with the aforementioned subscription contract.

2.Acceptance of this agreement is required in order to subscribe to the Electronic Version Service. Please be sure to read and accept the contents of this agreement before applying or subscribing.

3.Only the Electronic Version Subscriber is qualified.

4.A subscription to the Electronic Version Service requires the Electronic Version Subscriber to acquire and become the user of a Nikkei ID.

5.Items not defined in this agreement shall apply, as long as they have not been defined elsewhere or are not contrary to those intentions, after the wording of every item recorded in the Agreement on Use of Nikkei IDs (<http://lounge.nikkei.co.jp/kiyaku>, hereafter "Basic Agreement") has been directly or appropriately converted. Where items defined in this agreement differ from the Basic Agreement, the definitions in this agreement shall take precedence and be applied.

6.The Electronic Version Service includes services provided by QUICK Co., Ltd. Acceptance of this agreement constitutes acceptance of the "Agreement for "QUICK Market & Data", the agreement governing the service provided by QUICK Co., Ltd., recorded in attachment 3.

##### **Article 2 Scope of Application of this Agreement**

This Agreement applies to all items related to the content, systems, and use of the Electronic Version Service.

### **Article 3 Subscriber Registration**

1. Persons wishing to become new Electronic Version Subscribers (hereafter "Electronic Version Applicants") are restricted to those who have been given a temporary ID and password (hereafter "Pre ID") by the Customer, which are necessary to acquire a Nikkei ID (hereafter "Service ID") that is required in order to subscribe to the Electronic Version Service. They shall apply to acquire a Service ID following the prescribed procedures and their subscription to the Electronic Version Service is deemed to have begun when Nikkei approves the application. The Basic Agreement and this Agreement apply to the conditions for applying for subscriptions.

2. In the event that an Electronic Version Applicant already has a subscription to the electronic version acquired without reference to this Agreement, one of the following procedures must be followed:

- i. The existing subscription to the Electronic Version Service must be cancelled and an application for Electronic Version Service made in accordance with this Agreement (note, however, that some capabilities of the Electronic Version Service such as saving, etc., may be discontinued);
- ii. Application for a subscription to the Electronic Version Service must be made in accordance with this Agreement, with registration for a Nikkei ID to be made using a new e-mail address.

3. Nikkei may refuse to register an Electronic Version Subscriber (provide a Service ID) should any of the following apply and no reasons for the refusal will be disclosed to the Electronic Version Applicant. In addition, Electronic Version Applicants have no right to register an objection to that decision:

- i. The Electronic Version Applicant doesn't exist;
- ii. Contact cannot be made with the Electronic Version Applicant at the address, telephone number, e-mail address, etc. specified in his or her application;
- iii. It is discovered that the information submitted by the Electronic Version Applicant includes falsehoods or inaccuracies;
- iv. It is determined that a Subscriber's registration should not have been approved by Nikkei because his or her subscription to a service provided by another company in the Nikkei Group has been suspended as a result of violations of the agreement etc., on the part of the Subscriber (including, but not limited to the Electronic Version Service and Nikkei ID);
- v. In the event of obstructions that prevent Nikkei from carrying out business operations or for technical reasons;
- vi. Other actions that Nikkei has deemed inappropriate.

4. In the event that an Electronic Version Subscriber wishes to halt the subscription he or she must apply through the Customer, in accordance with the procedures prescribed by Nikkei. Following the discontinuation of an electronic version subscription, the aforementioned Subscriber to the Electronic Version Service becomes a registered electronic version member (free of charge).

#### **Article 4 Subscriptions Fees and Method of Payment**

1.Subscription fees for the Electronic Version Service (hereafter “Electronic Version Subscription Fees”) are as set out in Attachment 2 and method of payment is set out separately, in the subscription application. Note that all costs for communications fees, computers, and communications equipment incurred in order to access the subscription to the electronic version are the responsibility of the Customer or the Electronic Version Subscriber.

2.Subscriptions to the Electronic Version Service are on a monthly basis. Billing is based on a one-month period defined as the interval between 6:00 (all times Japan Time) on the 1st day of a month until 6 am on the 1st day of the following month.

3.The base fee component of Electronic Version Subscription Fees is normally waived for the month of application. However, in the event that the search service (as per the definition in Attachment 2) is used in the month of application, supplementary fees for the search service will be billed.

4.Customers will be advised of any revisions to the Electronic Version Subscription Fees in accordance with the method specified separately.

#### **Article 5 Personal information**

1.Information about Electronic Version Subscribers, collected at the time of a new registration for the Electronic Version Service (including unique ID information from a hand-held device acquired for a subscription for cellular services) (hereafter “Personal Information”) will be treated in accordance with the Nikkei ID Privacy Policy (hereafter “Privacy Policy”).

2.When an Electronic Version Subscriber discontinues a subscription to the Electronic Version Service, or when the Customer changes the registered Electronic Version Subscriber, even if this causes a reduction in the number of IDs for this Service and even in the event that the subscription contract is cancelled, until the aforementioned Electronic Version Subscriber withdraws from the Nikkei ID, Nikkei will not delete personal information related to the aforementioned Electronic Version Subscriber and will treat that information in accordance with the Privacy Policy.

3.Even in the event that an Electronic Version Subscriber withdraws from the Nikkei ID, Nikkei will preserve all information that must be retained by law, such as the Customer’s electronic subscription service invoice history, etc., in accordance with the aforementioned laws, and the information will be discarded as soon as it is no longer necessary.

4.Nikkei will consign/reconsign some operations related to the Electronic Version Service to a sales company specified in the subscription application form). Electronic Version Subscribers acknowledge that Nikkei must reveal and provide required information in order for the sales company to be able to collect Electronic Version Subscription Fees and for other operations.

### **Chapter 3 Subscription to Electronic Version Service**

#### **Article 6 E-mail Service**

1.Nikkei assumes no responsibility for e-mail sent to Electronic Version Subscribers for the purposes of the Electronic Version Service, that is undelivered, late, garbled, or is delivered multiple times.

2.Nikkei will not resend e-mail messages even in the event that Electronic Version Subscribers delete or lose the aforementioned e-mail messages.

3. Electronic Version Subscribers who change their registered e-mail addresses must accept in advance that it takes a number of days after the date that the aforementioned change takes effect for e-mail from Nikkei to reach the new e-mail address and shall not request that Nikkei resend, etc., e-mail messages.

#### **Article 7 User Support**

1. Nikkei accepts inquiries regarding the Electronic Version Service. Inquiries regarding content and instructions for use are also accepted by the Help Centre's "Inquiry" page or by phone.

2. No inquiries regarding individual authentication information (as defined in Article 6, item 1 of the Basic Agreement) or requests for changes and cancellations shall be accepted in accordance with personal information protection statutes. Because subscriber passwords are encrypted for storage, Nikkei cannot respond to inquiries about passwords, even through direct correspondence from the Electronic Version Subscriber.

#### **Article 8 Overseas Subscriptions**

1. Overseas subscriptions to the Electronic Version Service are possible, but the performance of the electronic version cellular service cannot be guaranteed.

2. Unless otherwise specified, the time displayed on the Electronic Version Service is Japan Standard Time.

### **Chapter 4 Cancellation (Cancellation of Subscription Contract)**

#### **Article 9 Cancellation**

1. When ending an Electronic Version Service subscription, a Customer must follow the procedures prescribed by Nikkei in order to cancel a subscription contract.

2. Mid-month cancellations will take effect on the last day of that month. Because the Electronic Version Service continues until the end of the month in which cancellation procedures were followed, the subscription to the Electronic Version Service may be continued until the end of that month, and Electronic Version Subscription Fees will be billed for that month.

3. In the event of a cancellation in the same month as the application, notwithstanding the provisions of Item 3 of Article 4, Electronic Version Subscription Fees for that month will be billed.

#### **Article 10 Suspension of Subscription**

1. In addition to items specified in the Basic Agreement, a subscription to the Electronic Version Service may be suspended following advance notification to the Customer in question, in the event that Nikkei deems any of the following to apply:

- i. A violation of this Agreement;
- ii. A fraudulent subscription was entered into as a result of the submission of improper or false information required to register for the Electronic Version Service;
- iii. Nikkei cancels the Nikkei ID-use contract;
- iv. QUICK suspends a QUICK Market and Data subscription;
- v. Any other reasonable cause for which Nikkei determines someone to be ineligible to be an Electronic Version Subscriber.

2. Absolutely no questions or complaints will be entertained with respect to Nikkei's suspension of an Electronic Version Subscriber's subscription.

3. Nikkei may demand compensation for those damages from the Electronic Version Subscriber in question or the Customer, in the event that an Electronic Version Subscriber violates any of the provisions of Article 8 (Prohibited Items) of the Basic Agreement, or in the event that any of the items under Item 1 of this Article apply, causing Nikkei to suffer damages, regardless of whether the subscription contract has been suspended or not.

4. Nikkei assumes absolutely no responsibility even in the event that the cancellation of a subscription contract results in damages to the Electronic Version Subscriber or to the Customer.

## **Attachment 2 Subscription Fees and Method of Payment**

### **1. Subscription fees**

- Electronic Version Subscription Fees comprise the total of the 2 types of fees listed below, "base fee" and "search service supplementary fee".
- The base point for the billing of Electronic Version Subscription Fees for the electronic version is 6:00 (Japan Standard Time) on the 1st of the month.

#### **1. Basic fee**

Monthly amount:

Search service supplementary fee

Use of the any of the Electronic Version Services listed below (hereafter, collectively "Search Services") incurs fees in addition to the base fee. Billing is based on the Search Services used in the month prior to the base point for billing, as follows.

(1) Article search

Headlines = free

Article text = free (up to 25 per month)

Article text = search (from 26th search per month)

(2) Nikkei Who's Who (Personnel database search)

Headlines = free

Text / search

#### **2. Method of payment**

1. The base point from which Nikkei will bill Customers for the base fee is 6:00 (Japan Standard Time) on the 1st day of each month.

2. Supplementary search fees will be added to the base fee invoice for the month following use.

3. Whether a subscription is in effect or not, base fees will continue to be charged until the Electronic Version Service is cancelled in accordance with prescribed procedures.

4.Methods of payment for Electronic Version Subscription Fees are described separately, on the subscription application form.

5.Under no circumstances will Nikkei refund any payments made for electronic version subscription fees, etc.

### **3. Treatment of the month in which the contract is entered into**

1.The base fee is waived for the month in which the contract for the electronic version is entered into (hereafter "Contract Month") and billing will commence in the month following the Contract Month. However, in the event that the contract is cancelled during the Contract Month, billing will commence with the Contract Month and an invoice will be sent for the entire base fee amount (non-prorated).

2.Billing for supplementary fees for Search Services will begin with use in the Contract Month.

### **4. Treatment of the month in which the contract is cancelled**

1.Regardless of the date on which cancellation procedures are completed, the Subscriber can continue to subscribe to the Electronic Version Services until the final day of the month in which cancellation procedures are completed.

2.In the event of a cancellation during a month, the subscription will continue to be in effect until the last day of that month and that month's full Electronic Version Subscription Fee will be billed.

3.In the event of a cancellation in the month of application, that month's full Electronic Version Subscription Fee will be billed.

## **Attachment 3**

### **Agreement for "QUICK Market & Data" (for Business Contracts)**

#### **Chapter 1 General Rules**

##### **Article 1 Purpose**

The purpose of the "QUICK Market & Data" Agreement (for business contracts)" (hereafter "Agreement") is to define items required for a subscription for "QUICK Market & Data" (hereafter "Service") provided by QUICK Limited (hereafter "QUICK") to businesses (hereafter "Customers") and individuals designated by Customers (hereafter "Subscribers") to subscribe to the "The Nikkei Online Edition, Nikkei.com" (hereafter "Electronic Version Service") who have accepted the terms of the "Agreement Governing The Nikkei Online Edition, Nikkei.com (for Business Contracts)" (hereafter "Electronic Version Agreement").

##### **Article 2 Scope of Application**

1.This Agreement applies to a contract for a subscription to this Service (hereafter "Subscription Contract"), concluded between a Customer and QUICK, on the basis of the Customer's acceptance of the Electronic Version Agreement, and applies to the Customer and Subscriber.

2.This Agreement applies to all items related to the content, system, and use of this Service.

3.Items not defined in this Agreement shall apply, as long as they have not been defined elsewhere nor overturn those intentions, after the wording of every item recorded in the Agreement on Use of Nikkei IDs

(hereafter "Basic Agreement") has been directly or appropriately converted (including, but not limited to the conversion of "Nikkei" to "QUICK" wherever found in the Basic Agreement). Where items defined in this Agreement differ from the Basic Agreement, the definitions in this Agreement shall take precedence and be applied.

## **Chapter 2 Subscriber Obligations and Personal Information, etc.**

### **Article 3 ID and Password**

A subscriber who has acquired a Nikkei ID for the Electronic Version Service can subscribe to this Service by using that ID and password.

### **Article 4 Subscription Fees**

Subscription fees payable by subscribers to this Service are included in the subscription fees for the Electronic Version Service. Note, that all costs for communications fees, computers, and communications equipment incurred in order to access the subscription to this Service are the responsibility of the Customer or the subscriber to the electronic version.

### **Article 5 Subscriber Obligations**

Subscribers may subscribe to this Service upon agreeing to the following:

- i. To comply with this Agreement and the basic agreement;
- ii. That QUICK records Subscriber's preference on contents provided by this Service (hereafter "Contents") and there are circumstances under which this record may be disclosed to the provider of Contents (hereafter "Content Provider").

### **Article 6 Prohibited Items**

In addition to the prohibited items defined in the Basic Agreement, Subscribers are forbidden from any of the following actions, with respect to their subscription to this Service:

- i. Providing any third party with this Service, its Content or any redelivery;
- ii. Reproducing, editing, or adding to any Content providing any third party with Content subject to these actions, or causing it to be redelivered;
- iii. Forwarding Content from this Service to any device other than the terminal upon which it was displayed;
- iv. Storing Content (with the exception of unavoidable temporary storage resulting from computer performance);
- v. Assigning or subleasing right of access to this Service, whether paid for or free of charge.

### **Article 7 Personal Information**

Subscribers' personal information will be treated in accordance with the Privacy Policy of Nikkei America Limited and Nihon Keizai Shinbun Co., Ltd. (hereafter "Nikkei"). QUICK will not make use of the

aforementioned private information. However, only in the event that there is a request from a Content Provider, QUICK may obtain personal information from Nikkei and this may be disclosed to the aforementioned information source. In that event, QUICK shall abide by relevant legislation in its treatment of personal information. Chapter 3 Intellectual Property

#### **Article 8 Intellectual Property Right of Content.**

Any intellectual property right contained in the Content belongs to QUICK or the Content Provider.

### **Chapter 4 Subscription to this Service**

#### **Article 9 E-mail Service**

1. QUICK assumes no responsibility for e-mail sent to Subscribers to this Service that is undelivered, late, garbled, or is delivered multiple times.

2. QUICK will not resend e-mail messages even in the event that a Subscriber deletes or loses the aforementioned e-mail messages.

3. Subscribers who change their registered e-mail addresses must accept in advance that it takes a number of days after the date that the aforementioned change takes effect for e-mail from QUICK to reach the new e-mail address and shall not request that QUICK resend, etc., e-mail messages.

#### **Article 10 User Support**

Inquiries regarding this Service will be received either via the "Inquiries" page of the Help Centre website or by phone, as set out in the Electronic Version Agreement.

#### **Article 11 Overseas Subscriptions**

1. Overseas subscriptions to this Service are possible, but the performance of the electronic version cellular service cannot be guaranteed.

2. Unless otherwise specified, the time displayed on this Service is Japan Standard Time.

### **Chapter 5 Cancellation of this Agreement**

#### **Article 12 Cancellation**

A Customer may end a subscription to this Service by following the cancellation procedures prescribed in the Electronic Version Agreement.

#### **Article 13 Suspension of Subscription**

1. A subscription to this Service may be suspended following advance notification or letter to the Customer in question, in the event that QUICK deems any of the following to apply:

- i. A violation of this Agreement;
- ii. A suspension by Nikkei of the subscription to the Electronic Version Service;
- iii. Any other reasonable cause for which QUICK determines someone to be ineligible to be a

Subscriber of this Service.

2. Absolutely no questions or complaints will be entertained with respect to QUICK's suspension of a subscription for the Subscriber or the Customer.

3. In the event that this Agreement is cancelled the Customer or the Subscriber forfeits the benefit of time and is responsible to fulfil any obligations to QUICK, without exception, at the time the aforementioned event occurs.

4. In the event that a subscriber violates the provisions of Article 6 (Prohibited Items) or in the event that any of the items under Item 1 of this Article apply, causing QUICK to suffer damages, QUICK may demand compensation for those damages from the subscriber in question or the Customer, regardless of whether this Agreement has been cancelled or not.

5. QUICK assumes absolutely no responsibility even in the event that the cancellation of this agreement results in damages to the subscriber or the Customer.

## **Chapter 6 General Items**

### **Article 14 Exemption from Responsibility and Compensation for Damages**

In accordance with the Basic Agreement, QUICK and the Content Provider assume absolutely no responsibility for any damages incurred by the Subscriber resulting from a subscription to this Service.

(Enacted on March 1, 2010)

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