



Tosoh's Corporate Mark Terms and Conditions of Use

Article 1. Purpose

The purpose of these Terms and Conditions is to stipulate the terms of use of Tosoh Corporation's Corporate Mark (hereinafter "**Tosoh's Corporate Mark**") between Tosoh Corporation (hereinafter "**Licensors**") and a company (hereinafter "**Licensee**") desiring to use Tosoh's Corporate Mark that, having a Capital Relationship with Licensors, has submitted to Licensors an "Application for the Use of Tosoh's Corporate Mark" as attached hereto as an Exhibit.

Article 2. Definitions

1. The term "**Capital Relationship**" means a relationship in which a company (hereinafter called the "**Parent Company**") holds a majority of all voting rights in a decision-making body or otherwise substantially controls a decision-making body of any other company (hereinafter called the "**Subsidiary**"). Capital Relationship includes a relationship between the Parent Company and any other company in which the Parent Company and the Subsidiary hold, or any other company in which the Subsidiary holds, a majority of all voting rights of a decision-making body or otherwise substantially control a decision-making body of such other company.
2. The term "**Corporate Mark**" means a Mark used for products, packaging of the products, materials to be used in service offerings, business cards of officers and employees, stationery, company signage and the like as a symbol identifying a company.
3. The term "**Mark**" means characters, figures, signs, three-dimensional shapes or colors, or any combination thereof, regardless of whether such Mark is defined as a trade name, trademark or Corporate Mark.
4. The term "**Use**" means an act of using a Mark performed by Licensee for the purpose of indicating that it has a Capital Relationship with Licensors within the scope of its business and by using Licensors's Corporate Mark indicates representation of Licensors. Such Use includes not only the use set forth in the Trademark Act of Japan (Act No. 127 of April 13, 1959, as amended) but also the use of the Corporate Mark stipulated in the "Tosoh Design Manual (for Subsidiary Companies)" and the "Tosoh Corporate Visual Identity Guidelines" (hereinafter "**Guidelines**").
5. The term "**Tosoh's Corporate Mark**" means the Corporate Mark of Licensors shown in the attachment at the end of these Terms and Conditions.
6. The term "**Business Day**" means any day other than Saturday, Sunday and any day which is a legal holiday in Japan.

Article 3. Granting of License

Licensors hereby grants to Licensee a non-exclusive license to Use Tosoh's Corporate Mark for the purposes listed in the Exhibit attached hereto and subject to the provisions of Articles 4 to 14 set forth in these Terms and Conditions.

Article 4. Manner of Use; Compliance Matters

1. Licensee shall Use the entirety of Tosoh's Corporate Mark only by itself or in combination with the trade name of Licensee and shall not Use the entirety of Tosoh's Corporate Mark with the name of any product or service of Licensee or in combination with a trademark or service mark of Licensee.
2. Licensee shall Use Tosoh's Corporate Mark in accordance with these Terms and Conditions and in accordance with the Guidelines.
3. Licensee shall not use any Mark that is similar to Tosoh's Corporate Mark or any Mark that contains "Tosoh" indicated in Japanese or any other language without the prior written consent of Licensor.
4. Licensee shall not grant a license to Use Tosoh's Corporate Mark to a third party; provided, however, that this provision shall not apply in case that Licensee desires to grant a license to Use Tosoh's Corporate Mark to any of its agents and Licensor agrees, in writing and in advance, to the granting of a license through consultation with Licensee.
5. Notwithstanding the provision of Article 4.4. above, Licensee will not be required to obtain a separate written license from Licensor when Licensee, on its initiative, displays or has Tosoh's Corporate Mark displayed on any third party websites or other media to the extent that Licensee is able to amend or delete such display at any time, and to the extent that such Use does not violate these Terms and Conditions; provided, however, that Licensee shall amend or delete such display immediately if Licensor instructs Licensee to do so.
6. Licensee shall not file an application for the registration in any country/territory of any Mark that is the same as or similar to Tosoh's Corporate Mark or any Mark that contains "Tosoh" indicated in Japanese or any other language.
7. Licensee shall not Use any Mark that contains "Tosoh" in Japanese or any other language or Tosoh's Corporate Mark in combination with the name of any product or service or trademark or service mark of Licensee.
8. Licensee hereby represents and warrants that Licensee does not have a prior user right in Tosoh's Corporate Mark.

Article 5. Obligation to Cooperate

1. In the case that Licensor preserves or exercises any right in connection with Tosoh's Corporate Mark, Licensee shall cooperate with; provided, however, that Licensor shall not be obligated to preserve or exercise such right.
2. In the case that Licensee discovers that Tosoh's Corporate Mark has been misused or is likely to be misused, or otherwise a third party has infringed or is likely to infringe the trademark right to Tosoh's Corporate Mark, or discovers that the Use of Tosoh's Corporate Mark has infringed or is likely to infringe any right of a third party, Licensee shall immediately notify Licensor and follow the instructions of Licensor.
3. In the case that Licensor or a third party incurs any damage as a result of the Use of Tosoh's Corporate Mark by Licensee, Licensee shall handle and settle the issue and compensate the damage to Licensor or such third party as mutually discussed and agreed upon.



4. Licensor shall not be obligated to register the non-exclusive right to Use Tosoh's Corporate Mark for Licensee or otherwise follow similar procedures set forth in the laws of any country/territory.
5. Licensor does hereby not warrant that the Use of Tosoh's Corporate Mark does not infringe any right of a third party or that Licensor is entitled to obtain the trademark rights to Tosoh's Corporate Mark in the countries/territories described in the attached Exhibit.
6. Articles 5.3 through 5.6 shall survive the expiration or termination of these Terms and Conditions.

Article 6. Consideration

The License to Use Tosoh's Corporate Mark pursuant to Article 3 granted by Licensor to Licensee shall be royalty-free.

Article 7. Assignment of Status

Licensee may not assign, transfer or loan all or part of its status, rights or obligations under these Terms and Conditions to a third party or provide the same as security without the prior written consent of Licensor.

Article 8. Quality Maintenance

1. Licensee shall make efforts to maintain and manage the quality of products, services and business activities for which Tosoh's Corporate Mark is used, and shall comply with applicable laws and regulations, and shall not perform any act that damages the reputation of Tosoh's Corporate Mark.
2. In the case where the Use of Tosoh's Corporate Mark is likely to breach the provision of the preceding paragraph, Licensor may require Licensee to improve the Use, and Licensee shall immediately improve such Use as required.

Article 9. Amendment

In the case where Licensor notifies Licensee of the contents of amendments to these Terms and Conditions or Guidelines related thereto at least thirty (30) Business Days prior to the date of the amendment taking effect, these Terms and Conditions or Guidelines shall be amended as notified on the effective date of the amendment to the extent that the amendment is reasonable.

Article 10. Term

These Terms and Conditions shall come into force on the date on which Licensor receives the application form attached hereto as an Exhibit from Licensee and shall remain in force until the first March 31 after such date; provided, however, that the term of these Terms and Conditions shall be extended under the same terms and conditions for additional periods of one (1) year each unless either party notifies the other party of its intention not to renew in writing at least ninety (90) Business Days prior to the date of expiration of the initial term or any extended term.

Article 11. Termination

Licensor may terminate these Terms and Conditions by notifying Licensee, in writing, in the case that:

- (1) the Capital Relationship between Licensee and Licensor is ended;
- (2) Licensee is found to be in default of its obligations under these Terms and Conditions and fails to rectify within fourteen (14) Business Days following the date on which (an e-mail or handwritten) notice requiring rectification from Licensor arrives at Licensee;
- (3) Licensee causes or is likely to cause substantial damage or harm to the credibility or reputation of Licensor;
- (4) Licensee is subject to a petition for commencement or commencement of dissolution or liquidation, or bankruptcy, civil rehabilitation (*minji-saisei*), corporate reorganization (*kaisha-kosei*), special liquidation or other similar insolvency proceedings;
- (5) Licensee assigns all or a substantial part of its business to a third party;
- (6) Licensee directly or indirectly challenges the validity of Tosoh's Corporate Mark; or
- (7) Licensor notifies Licensee of its intention to terminate these Terms and Conditions in writing at least ninety (90) Business Days prior to the date of termination.

Article 12. Obligations after Expiration or Termination

1. Licensee shall not Use Tosoh's Corporate Mark in any capacity after the expiration or termination of these Terms and Conditions, unless otherwise agreed between Licensor and Licensee.
2. Licensee shall immediately deliver any and all media for which Tosoh's Corporate Mark is Used to Licensor or destroy or delete the same at its own risk and on its own account by following the instructions of Licensor and submit a document certifying such destruction or deletion to Licensor, unless otherwise agreed between Licensor and Licensee.

Article 13. Governing Law and Language

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Japan. The Japanese version of these Terms and Conditions shall be the original. Any translation hereof shall be prepared for the purpose of convenience and shall not affect the details, meanings or interpretation of these Terms and Conditions.

Article 14. Dispute Resolution

1. In the case that any question of interpretation or dispute arises out of or in connection with any of the provisions of these Terms and Conditions, Licensor and Licensee shall make efforts to settle such question or dispute through mutual consultation in good faith.
2. Any dispute arising out of or in connection with these Terms and Conditions, such as with regard to its existence, validity, expiration or termination, shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. The arbitration shall

be conducted in Tokyo, Japan, and the language of the arbitration shall be Japanese. The arbitrator shall be one (1) attorney or former judge who is licensed and has ten (10) or more years of experience practicing law in Japan.

Attachment

Tosoh's Corporate Mark:

