

PUTTMAN Affiliate Outsourcing Agreement

Entrustor Robot Swing Laboratory Masayuki Yanagibashi (hereinafter referred to as A) and PUTTMAN Affiliate (Entrustee, hereinafter referred to as B) enter into a PUTTMAN outsourcing agreement (hereinafter referred to as the Agreement) in accordance with the following provisions. This Agreement shall become effective upon the User registers for outsourcing on PUTTMAN's website and shall be deemed to have been accepted hereby.

(Purpose of Business)

Article 1 A shall entrust the operations set forth below (hereinafter referred to as the Operations) to B, which B shall entrust. Details of this work and specific methods of execution will be presented on PUTTMAN's website.

- (1) Advertising and introduction services related to web apps and PUTTMAN. In addition, all operations related to it.

(Changes to the Contents of the Business, etc.)

Article 2 A may, when it becomes necessary to change the content of the Service for its own reasons, change it. In addition, when it is necessary to change the contract amount, etc. As a result, it shall be changed in accordance with the provisions of A.
2. In the event that there is a change in the content of the Business or the Contract Amount, etc. Pursuant to the preceding paragraph, A shall notify B in advance and B shall confirm the change.

(Intellectual Property Rights of Third Parties, etc.)

Article 3 B shall, at their own expense and responsibility, obtain licenses, other necessary agreements and approvals concerning all intellectual property rights necessary for the performance of the Business and the use of the results of the Business. In addition, in the execution of this business and the use of the results of this business, it shall not infringe on the intellectual property rights or other rights of third parties.

2. With regard to the performance of the Business or the use of the results of the Business, inquiries, complaints, disputes, etc. (Hereinafter referred to as Disputes, etc.) that the intellectual property rights and other rights of a third party are or may be infringed. In the event of any of the foregoing, B shall bear all expenses, including litigation costs to resolve and resolve the Dispute, etc., and shall compensate for any damages suffered by A. In this case, B shall respond to the decision on the method of

dealing with and resolve the Dispute, etc. After prior consultation with A, and shall notify A of the progress thereof. Provided, however, that this shall not apply in the event that the Dispute, etc. arises solely from the instructions or instructions of A, and B knowingly fails to notify B that these Instructions, etc.

(Provision of Materials, etc.)

Article 4 A shall provide B with materials that A deems necessary for the performance of the Business (hereinafter referred to as Business Materials). On PUTTMAN's website.

2. B may not reproduce or alter the Business Materials without the prior written consent of A.
3. B shall clearly distinguish the Business Materials (including copies and modifications thereof) from other Materials, etc., keep them with the care of a good manager, and shall not use or use them for any purpose other than the purpose of carrying out the Business.
4. B shall promptly destroy the Business Materials (including copies and modifications thereof) when they are no longer needed, when requested by A, or when the Agreement is terminated (including the case of termination or cancellation).

(Legal Liability)

Article 5 On the performance of the Business, B shall comply with related laws and regulations, such as the Act on Prevention of Unjustifiable Premiums and Misleading Representations.

(Intellectual Property Rights)

Article 6 Inventions, Inventions, etc. Occurring in the Process of Performing the Business (hereinafter referred to as Inventions, etc.) Patent rights (or the right to receive patents), utility model rights, and other intellectual property rights (including the right to receive patents and other intellectual property rights) arising from the above. However, copyright is excluded.), know-how, etc. (Hereinafter collectively referred to as patent rights, etc.) The attribution of rights in the event of such occurrence shall belong to A.

2. Deliverables (including mid-career deliverables) The same applies hereafter) to copyrights (including the rights of Articles 27 and 28 of the Copyright Act). The attribution of rights in the event of such occurrence shall belong to A, excluding copyrights of works previously held by B or a third party.
3. B shall not exercise the moral rights of the author with respect to the use of the

copyrighted work.

(Fees)

Article 7 A shall, as compensation for all expenses for the Business, pay 90 yen per month per User earned through the Business of B (hereinafter referred to as Monthly Payment), or 700 yen per year (hereinafter referred to as yearly payment). The fee (including tax) shall be paid during the period during which the user uses PUTTMAN and the user is paying the fee. However, in the case of yearly payment, it shall be the month in which the payment of the user is made.

2. The setting of each amount may be changed after A explains to B the reasons for the reasonable amount change and after consultation between A and B.

* If you select \$ usage fee in the English user registration, the monthly fee will be \$1.25 (Monthly Payment) or the yearly fee of \$10.00 (yearly payment).

(Payment)

Article 8 A shall aggregate the total amount of the usage fee paid by the User earned through the Service of B and calculate the fee in accordance with Article 7.

2. Regardless of whether the payment referred to in Article 7 is a monthly payment or a yearly payment, by the last day of the following month when the commission of B exceeds 10,000 yen (dollar currency is \$100), A shall pay the remaining amount after deducting all fees related to the remittance from that amount by bank transfer to the account of the financial institution designated by B. Provided, however, that if B does not have a Japan domestic financial institution account, A shall pay by PayPal, and B shall register and report to A the PayPal prior to the conclusion of this Agreement.

3. Fees incurred after payment under Paragraph 2 of the same Article shall be paid in the same manner in accordance with the same paragraph if the total amount exceeds 10,000 yen (dollar currency is \$100) again.

(Termination of Contract)

Article 9 In the event that the other party violates the provisions of this Agreement, A or B shall, unless otherwise provided in this Agreement, demand that the other party perform performance based on the main purpose of the obligation within a reasonable period of 20 days as a period of remedy of the violation, and if performance is not performed within such period, the other party may terminate all or part of this Agreement at the expiration of such period. In this case, the person who canceled the contract may claim compensation for the damage suffered against the person who

canceled the contract.

2. If the other party falls under any of the following items, A or B may immediately terminate this Agreement, in whole or in part, and claim compensation for damages incurred without any notice or demand.

(1) When there is a violation of the provisions of this Agreement and it is difficult to correct the violation in light of the nature of the violation.

(2) When there is a violation of the provisions of this Agreement, and in light of the nature of the violation, etc., it is difficult for the other party to achieve the purpose of this Agreement even if the violation is corrected.

(3) When it is recognized that there is no prospect of fulfilling the obligations of this Agreement without a justifiable reason.

(4) When payment is suspended on the part of the applicant, or when the Applicant falls into a state of insolvency. In addition, when there is a petition for commencement of bankruptcy proceedings, commencement of civil rehabilitation proceedings, commencement of corporate reorganization proceedings, or commencement of special liquidation.

(5) When the Applicant is subject to a disposition to suspend transactions at a clearinghouse, or when an order or notice of provisional seizure, maintenance seizure, or seizure is sent that makes the applicant a debtor.

(6) When serious harm or damage has been caused to the other party.

(7) When there are other reasonable grounds for not being able to continue this Agreement.

(Compensation for Damages)

Article 10 In the event that the other party suffers damage due to a breach of its obligations under this Agreement by A or B, the party who suffered the damage shall be the other party (hereinafter referred to as the Claimant). You can claim damages against the above.

2. The scope of compensation for damages set forth in the preceding paragraph shall be damages normally incurred. Provided, however, that even damages caused by special circumstances that the Respondent could have foreseen shall be included in the scope of such damages. The Respondent shall bear reasonable attorneys' fees and other expenses incurred by the other party.

(Transfer of Rights and Obligations)

Article 11 B shall not assign, cause to be transferred or provided as collateral to a third

party all or part of the rights or obligations it has to A under this Agreement.

(Cancellation due to A Circumstances)

Article 12 A may terminate all or part of this Agreement at any time at its own convenience. In this case, A shall pay to B the Fee of B up to the time of cancellation. Provided, however, that if the Commission's fee does not exceed 10,000 yen (dollar currency is \$100) at the time of cancellation, the Fee shall not be paid from A to the User, and B shall not raise any objection thereto.

(Cancellation due to B convenience)

Article 13 B may cancel all or part of this Agreement at any time at his or her own convenience. In this case, A shall pay to B the Fee of B up to the time of cancellation. Provided, however, that if the Fee of B does not exceed 10,000 yen (\$100 for dollar currency), the same shall apply as in the proviso to the preceding Article.

(Confidentiality)

Article 14 Without the prior written consent of A, B shall not be disclosed or leaked to third parties for the existence, content, and achievements of the Agreement and all technical, business, and business information (hereinafter referred to as Confidential Information) of A, such as ideas, know-how, and data of the Agreement, not to be used for any purpose other than the purpose of carrying out this business.

2. Notwithstanding the provisions of the preceding paragraph, if B proves that any of the following items apply, it shall not be included in the Confidential Information:

(1) If the Applicant has been already in public knowledge at the time of provision or becomes publicly known after the provision due to reasons not attributable to the Applicant.

(2) If the Applicant already possessed the Applicant at the time of provision.

(3) When the Applicant has lawfully obtained the information from a third party without any obligation of confidentiality.

(4) When the Applicant has developed independently.

3. In the event that B causes an employee or a third party to use the Confidential Information, the User shall impose the same confidentiality obligation on such employee or third party as in this Agreement, and shall take necessary measures to ensure that such employee (including even after retirement or retirement) or a third party does not violate the confidentiality obligation.

4. Notwithstanding the termination of this Agreement, the provisions of this Article

shall not be extinguished and shall remain in full force and effect.

(Elimination of Antisocial Forces)

Article 15 A and B represent that they do not fall under any of the following items, and that they will not fall under any of the following items in the future.

(1) A person who has not passed five years since he/she or his/her officers ceased to be a member of an organized crime group, a member of an organized crime group, a member of an organized crime group, a company related to an organized crime group, a racketeer of social movements, etc., a special intelligence violence group, etc., or any other person who is equivalent to these (hereinafter referred to as Organized Crime Group Member, etc.) It is.

(2) Have a relationship with a company, etc. that is recognized as having control over the management of organized crime group members, etc.

(3) Organized crime group members, etc. have a relationship with a company, etc. That is recognized as being substantially involved in management.

(4) Have a relationship with a person who uses an organized crime group member, etc., for the purpose of obtaining an unfair profit for himself or a third party, or for the purpose of inflicting damage to a third party.

(5) Have a relationship with a person who provides funds, etc. or provides facilities to members of organized crime groups, etc.

(6) An officer or a person who is substantially involved in his or her own management has a socially condemned relationship with a member of an organized crime group, etc.

2. A and B warrant that they will not engage in any of the following acts, either by themselves or by using a third party.

(1) Violent demands.

(2) Acts of making unreasonable demands that exceed legal responsibility.

(3) Acts of using threatening words and actions or violence in relation to transactions.

(4) Acts of spreading rumors, using fraudulent means or using force to damage the credibility of the other party, or obstructing the business of the other party.

(5) Other acts equivalent to the preceding items.

3. In the event that the other party violates any of the preceding paragraphs (1) or (2), A and B may immediately terminate this Agreement without requiring any procedures such as notice or demand.

4. In performing this Agreement, B shall entrust the work to the User, purchase raw materials, etc., and other contracts related to the Agreement (hereinafter referred to as the Related Agreement). (Hereinafter referred to as B Entrustee), including all

related contracts in the case of several successive contracts. In the event that any of the following items apply, the Company shall promptly cancel the related contract and take other necessary measures.

(1) When it is found that B Entrustee falls under any of the items of Paragraph 1.

(2) When B Entrustee commits any of the acts listed in each item of Paragraph 2 by itself or by using a third party.

5. In the event that B violates the preceding paragraph, A may immediately terminate the Agreement without requiring any procedures such as notice or demand.

6. In the event that A and B terminate this Agreement pursuant to the provisions of Paragraph 3 or the preceding Paragraph, A and B shall not be liable for any damages incurred by the other party.

(Dispute Resolution)

Article 16 A and B agree that the court having jurisdiction over the location of the head office of A shall be the exclusive jurisdictional court of the first instance with respect to any dispute arising out of or in connection with this Agreement.

(Consultation and Settlement)

Article 17 Any doubt arising from the interpretation of this Agreement and other matters or matters not stipulated in this Agreement shall be discussed and resolved in good faith by both parties.

(Governing Law)

Article 18 The establishment, validity, interpretation and performance of this Agreement shall be governed by Japan laws. The provisions of this Agreement prepared in Japanese are valid, and the text of this Agreement translated on the Internet shall be used as reference material.

Established on October 1, 2022

A

Address: Iijimadanchi 3-2-203, 527 Iijima-cho, Sakae-ku, Yokohama-shi, Kanagawa-ken, Japan

Company Name: Robot Swing Laboratory

The representative: Masayuki Yanagibashi