

*This document is a translation of the CONSIGNMENT AGREEMENT written in Japanese. Should there arise any obscurity or discrepancy, the original CONSIGNMENT AGREEMENT written in Japanese shall supersede its English translation.*

## CONSIGNMENT AGREEMENT

This agreement (hereinafter referred to as the “AGREEMENT”) is made and entered into by and between \_\_\_\_\_ (hereinafter referred to as the “CLIENT”) and Little Hug Co., Ltd. (hereinafter referred to as the “COMPANY”).

### CLAUSE 1: PURPOSE

The purpose of this AGREEMENT is to establish basic terms and conditions where CLIENT consigns operations to COMPANY.

### CLAUSE 2: OBLIGATIONS AND CONTENTS OF WORK CONSIGNMENT

1. CLIENT consigns babysitting work etc. in accordance with Service Guide specified separately, and COMPANY is obligated to conduct the consigned work at its own discretion and responsibility.
2. COMPANY is entrusted with the consigned work in accordance with the latest Service Guide, which contents may be updated where necessary without consent from CLIENT.
3. CLIENT cooperates with COMPANY in execution of the consigned work.
4. This AGREEMENT is applicable to each and every individual agreement during the period of AGREEMENT.

### CLAUSE 3: NON-DISCLOSURE AGREEMENT

CLIENT and COMPANY shall not disclose, transfer or leak to a third party, or illegally utilize the personal and confidential information obtained through the execution of AGREEMENT during the period and after the end of AGREEMENT.

### CLAUSE 4: HANDLING OF PERSONAL INFORMATION

1. COMPANY shall own and handle the personal information of CLIENT in accordance with Rules on Personal Information Protection specified separately by COMPANY.
2. Should there be changes in personal information of CLIENT submitted to COMPANY, such as phone number and place of residence, CLIENT shall immediately inform COMPANY via e-mail. COMPANY shall bear no responsibility for losses and damages caused to CLIENT due to untrue or inaccurate personal information or the report on changes in information being not immediate.

### CLAUSE 5: PAYMENT OF ENROLLMENT FEE, ANNUAL FEE AND MONTHLY PLAN FEE

1. CLIENT shall pay the enrollment fee, annual fee and first monthly plan fee (if any) to COMPANY by bank transfer to one of the following banks by the 15th day of the month prior to use of the service except for when there is a separate agreement between CLIENT and COMPANY. CLIENT shall bear the bank transfer fee.

Mizuho Bank, JP Bank or Yokohama Bank (Branch names and account numbers are on a separate

sheet.)

2. CLIENT shall pay the annual fee every year after the first year by automatic bank transfer on the 26th day of the same month as the enrollment month. Where there is a separate agreement between CLIENT and COMPANY, method of payment may be different from the statement above.

#### CLAUSE 6: LIMITATIONS IN REFUNDS AND CARRYING FORWARD OF MONTHLY PLAN HOURS

1. CLIENT shall not request refunds to COMPANY unless there is a valid and definite reason based on COMPANY's responsibility (Invalid and indefinite reasons include, but are not limited to, the following: CLIENT no longer needs the consigned service, CLIENT is not satisfied with the service provided).
2. CLIENT shall not request refunds as well as to carry forward the monthly plan hours in case there are remaining monthly plan hours in the month unless there is a valid and definite reason based on COMPANY's responsibility.

#### CLAUSE 7: CONCLUSION OF INDIVIDUAL AGREEMENTS

1. CLIENT is entitled to inform of and apply for an individual agreement to COMPANY via e-mail.
2. An individual agreement is concluded when COMPANY replies to CLIENT by e-mail after COMPANY arranges the consigned work upon receipt of above-mentioned application.
3. Consignment fees and other details of an individual agreement are specified separately in Service Guide.
4. COMPANY shall bear no responsibility for losses and damages caused to CLIENT due to delay in execution of the consigned work for unavoidable reasons, such as suspension of the train service.
5. COMPANY shall bear no responsibility for losses and damages caused to CLIENT due to CLIENT's failure in informing COMPANY in advance of the child's allergies, illness or fever.

#### CLAUSE 8: CONSIGNMENT FEES AND METHOD OF PAYMENT

1. Calculation period for consignment fees is from the first day of each month to the end of the same month.
2. COMPANY requests payment for consignment fees (including monthly plan fee for the current month and option fees, advance payments, transportation fees etc. for the previous month) by the 15th day of each month. CLIENT makes payment by automatic bank transfer on the 26th day of the same month. Before the automatic bank transfer system is set up, CLIENT transfers the payment to the bank account specified by COMPANY in CLAUSE 5 by the 25th day of the same month. CLIENT bears the bank transfer fee.
3. Should there be corrections or delays in payment of above-mentioned consignment fees, CLIENT immediately informs and consults with COMPANY.
4. Should there be failure in the payment of the consignment fees, CLIENT shall pay a late charge of 14.6% every year (calculated based on 365 days a year) from the next day of the due date to the day the payment is completed.

#### CLAUSE 9: RESTRICTIONS ON PROVISION

COMPANY may restrict the provision of consigned work due to the following reasons:

- Serious illness of the child at the beginning of babysitting

- Difficulty to execute babysitting due to any warning
- Difficulty to visit the location to babysit due to traffic disturbance caused by convulsion of nature, such as heavy rain and earthquake.
- Difficulty to keep safety of the child or staff for any reason

#### CLAUSE 10: FORFEITURE OF BENEFIT OF TIME

CLIENT forfeits the benefit of time for financial obligations incurring from consigned work in AGREEMENT and immediately pays the debts in full under any of the following cases:

- Failure to comply with terms and conditions in AGREEMENT
- Delay of payment
- CLIENT damages her/his own credibility

#### CLAUSE 11: PROHIBITION OF TRANSFER OF RIGHTS

CLIENT shall not transfer the rights for a part of or the entire individual agreements to a third party.

#### CLAUSE 12: PROHIBITION OF DIRECT AGREEMENT

1. CLIENT shall not conclude direct agreements with COMPANY's staff pertaining to consigned work during the validity period of AGREEMENT.
2. Should CLIENT fail to comply with the statement in the previous section, CLIENT loses the membership and shall make a payment equivalent to the consignment fees for the nearest past 1 year as a penalty.
3. CLIENT shall not request COMPANY's staff for any work not specified in individual agreements. CLIENT shall directly request COMPANY for working time extension etc. COMPANY informs CLIENT of decision on whether to execute the work upon consultation with the staff.

#### CLAUSE 13: PERIOD OF AGREEMENT

Period of AGREEMENT is 1 year from the starting date and AGREEMENT is automatically renewed for another period of 1 year under the same terms and conditions unless CLIENT or COMPANY terminates AGREEMENT.

#### CLAUSE 14: TERMINATION OF AGREEMENT

1. When CLIENT or COMPANY wishes for the termination of AGREEMENT and/or revision of the period of AGREEMENT, CLIENT or COMPANY is entitled to terminate AGREEMENT and individual agreements as of the end of the month by submitting a written request by the 15th day of the previous month.
2. CLIENT or COMPANY is entitled to terminate AGREEMENT and individual agreements immediately under any of the following cases. CLIENT shall make payment for the consignment fees by the termination date.
  - Failure to comply with terms and conditions in AGREEMENT by CLIENT or COMPANY
  - Untrue personal information of CLIENT is uncovered
  - Failure to make payment for consignment fees for 2 months
  - CLIENT to be involved in anti-social forces
  - Difficulty to continue AGREEMENT for any reason attributable to CLIENT or COMPANY

#### CLAUSE 15: LIABILITY FOR DAMAGES

1. Should COMPANY cause CLIENT damages in execution of consigned work specified in AGREEMENT due to lack of COMPANY's attention as a supervisor, CLIENT is entitled to claim damages to COMPANY. The maximum compensation for damages that COMPANY shall bear is the upper limit of the compensation stated below when the damages are covered by the liability insurance, and is the total consignment fees for the nearest past 1 year for any other damage.
  - Liability insurance for babysitting and related workBodily Injury Liability: up to 100 million yen per person; up to 500 million yen per accident  
Objective Compensation: up to 5 million yen per object
2. The damages covered by COMPANY's liability insurance stated in the previous section are limited to direct and ordinary damages. COMPANY bears no responsibility for damages that fall under any of the following cases:
  - Incomplete execution of work by COMPANY is due to CLIENT's responsibility
  - Accident not under supervision by COMPANY, such as direct contract between CLIENT and COMPANY's staff
  - Provision of untrue information by CLIENT
  - Unavoidable situations, such as natural disasters

#### CLAUSE 16: DISCUSSED MATTER

Matters not stipulated in this AGREEMENT and matters of doubt arising in the interpretation or application of this AGREEMENT shall be settled by consultation between CLIENT and COMPANY.

#### CLAUSE 17: APPLICABLE LAWS AND JURISDICTION

AGREEMENT shall be interpreted under the laws of Japan, and Yokohama District Court or Yokohama Summary Court shall be the agreed court of first instance with exclusive jurisdiction.

In witness whereof, CONSIGNMENT AGREEMENT has been prepared in duplicate, and after they are signed and seals have been affixed thereto, each party shall retain a copy.