

BASIC SALE AGREEMENT

This Agreement is made and entered into this _____ day of _____, _____, by and between WINGSENSE Co., Ltd., a corporation organized and existing under the laws of Japan, having its principal place of business at Takasago building 5F 1-3-1 Uchi-Kanda, Chiyoda-ku, Tokyo, 101-0047, Japan ("Seller"), and _____, a corporation organized and existing under the laws of _____, having its principal place of business at _____ ("Buyer").

Recitals:

WHEREAS, Seller has developed and manufactures the Products (hereinafter defined); and WHEREAS, Buyer desires to purchase such Products from Seller, and Seller desires to sell the same to Buyer.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the parties hereby agree as follows:

Article 1 Sales and Purchase

Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Products in accordance with and subject to the terms and conditions set forth herein.

Article 2 Products

- (1) The Products means those listed in Appendix 1. The parties may revise Appendix 1 by agreement in writing, as necessity arises.
- (2) Seller shall manufacture the Products in compliance with the specifications described in Appendix 2 (the "Specifications").

Article 3 Price

- (1) The initial prices of the Products sold and purchased hereunder shall be as specified in Appendix 3.
- (2) The parties may revise Appendix 3 by agreement in writing, as necessity arises. If the parties cannot reach an agreement within a reasonable period from the commencement of discussion on the revision of prices, either party may terminate this Agreement without consequence to either party with thirty (30) days prior notice.

Article 4 Payment

Buyer shall pay to Seller the prices of the Products sold and purchased hereunder in Japanese Yen by means of telegraphic transfer to the bank account designated by Seller within thirty (30)

days after the date of the invoice concerning the Products.

Article 5 Forecasts

- (1) By the end of each calendar quarter, Buyer shall send to Seller a forecast of anticipated purchases for the following calendar quarter.
- (2) Seller shall make its best efforts to accept orders for the Products to the extent the quantity is within the forecast, and is not obligated to accept orders for the Products if the quantity exceeds the forecast. Buyer shall make its best efforts to order the Products in the quantity stated in the forecast.

Article 6 Individual Agreements

- (1) Buyer may from time to time place a written order for the Products with Seller.
- (2) Each individual agreement (the "Individual Agreement") shall be deemed to be concluded when Seller dispatches an acceptance to Buyer.
- (3) If there is any difference between the conditions in the Individual Agreement and this Agreement, those in this Agreement shall prevail.

Article 7 Delivery

Seller shall deliver the Products to Buyer under FCA [place of delivery] rules (Incoterms 2020).

Article 8 Title and Risk

Title and risk of loss of the Products shall pass from Seller to Buyer at the time such Products are delivered under Article 7.

Article 9 Warranty

- (1) Seller warrants the Products conform to the Specifications.
- (2) If Buyer finds any breach of the foregoing warranty, Buyer may make a claim against Seller in writing within two weeks from the delivery if the breach is patent, or within three months if the breach is latent. If Seller has breached the foregoing warranty, Seller shall, at its option and at its costs, repair the non conforming Products to meet the Specifications, replace the non conforming Products with those meeting the Specifications, or refund the price received for the non conforming Products.
- (3) Seller does not make any warranty in respect of the products other than the above, whether express or implied, including but not limited to any implied warranty of merchantability or fitness for any specific purpose.

- (4) The above remedies for the breach of warranty are exclusive, and Buyer shall not be entitled to any other remedies that may be available under applicable laws.

Article 10 Force Majeure

Neither party shall be liable to the other party for a failure or delay in the performance of any of its obligations under this Agreement or any Individual Agreements for the period and to the extent such failure or delay is caused by riots, civil commotions, wars (declared or undeclared), hostilities between nations, governmental laws, orders or regulations, embargoes, actions by the government or any agency thereof, acts of God, storms, fires, accidents, strikes, sabotage, explosions, or other similar or different contingencies beyond the reasonable control of the affected party.

Article 11 Confidentiality

- (1) Each party shall keep any confidential information of the other party received from the other party in strict confidence.
- (2) The obligation under the preceding paragraph shall not apply:
- (a) if the information is in the possession of the receiving party at the time of its communication;
 - (b) if the information is in the public domain at the time it was communicated to the receiving party;
 - (c) if the information is made public subsequent to the time of communication through no fault of the receiving party; or
 - (d) if disclosure is required by law, regulations or orders (whether or not having the force of law) of a government authority or other organization having appropriate authority.

Article 12 Assignment

Neither party may assign, transfer or otherwise dispose of whole or any part of this Agreement or any Individual Agreement, or any rights or obligations under this Agreement or any Individual Agreement, without the prior written consent of the other party.

Article 13 Notice

- (1) All notices, demands and other communications by one party to the other with respect to this Agreement shall be made in writing by registered airmail, postage prepaid, or facsimile, or electronic mail, or personal delivery at the addresses first above written, or at such other address as may be notified by such other party
- (2) All notices, demands and other communications mentioned above shall be deemed to have

been given at the time of receipt when made by personal delivery, at the time of confirmation when made by facsimile or electronic mail, and seven (7) days after posting when made by registered airmail.

Article 14 Term

- (1) The term of this Agreement shall commence on the date first above written and continue in full force and effect for _____ (_____) years from the date of such commencement unless terminated earlier.
- (2) Unless either party gives to the other a written notice of its intention not to extend this Agreement at least six (6) months prior to the end of the initial term of this Agreement or any extension thereof, this Agreement shall be automatically extended for _____ (_____) years.

Article 15 Termination

- (1) Either party may terminate this Agreement or any Individual Agreement if the other party fails to perform any of its obligations under this Agreement or any Individual Agreement, or otherwise commits a breach of this Agreement or any Individual Agreement, and such default or breach is not cured within fourteen (14) days after receipt of written notice from the non defaulting party requesting to cure the default or breach.
- (2) This Agreement shall be automatically terminated without notice to the party if any of the following events occurs to such party:
 - (a) Commencement of dissolution, wind-up, liquidation or any similar proceedings in any jurisdiction;
 - (b) Insolvency; or
 - (c) Application for any proceedings by or against the party in bankruptcy, corporate reorganization, or any similar proceedings in any jurisdiction.
- (3) Unless otherwise set forth herein or unless otherwise expressly agreed upon between the parties, the termination of this Agreement shall not affect any Individual Agreements that have been concluded prior to such termination, and such Individual Agreements shall be performed in accordance with the terms of this Agreement.

Article 16 Entire Agreement

This Agreement constitutes the entire and only agreement between the parties and supersedes all previous or contemporaneous negotiations, agreements and commitments relating to the sale of the Products.

Article 17 Amendment

This Agreement shall not be amended in any manner except by written agreement by duly authorized representatives of the respective parties.

Article 18 Privity

The relationship between Seller and Buyer hereby established shall be solely that of a seller and a buyer. Buyer shall not in any event be a representative or agent of Seller, nor shall it have any authority to assume or create any obligations in the name of or on behalf of Seller.

Article 19 Headings

The headings of the Articles herein are inserted for reference only and shall not affect the interpretation of the respective Articles.

Article 20 Language

This Agreement shall be executed both in the English language and the Japanese language. In the event of any inconsistency or difference between the two versions, the English language version shall prevail in all respects.

Article 21 Severability

If any provision of this Agreement is subsequently held invalid, illegal or unenforceable by a court or other competent authority, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provisions of this Agreement. The parties shall replace any such provision with a valid, legal and enforceable provision which most nearly conforms to their original intent.

Article 22 Governing Law

The validity, construction, performance and enforceability of this Agreement and each Individual Agreement shall be governed by and construed under the laws of Japan [, excluding the United Nations Convention on Contracts for the International Sale of Goods].

Article 23 Arbitration

All disputes, controversies or differences arising out of or in connection with this contract shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The place of the arbitration shall be Tokyo, Japan.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate

by their duly authorized representatives as of the date first above written, each party retaining one copy thereof respectively.

For Seller:

Wingsense Co., Ltd.

Title and signature

For _____

Title and signature