

Honda Push Power Measurement Wheel System LEASE AGREEMENT

Honda Sun Co., Ltd. (registration number: T2320001008768) (hereinafter referred to as "HS") and ●●●● Co., Ltd. (hereinafter referred to as "Lessee") hereby enter into a lease agreement (hereinafter referred to as the "Agreement") for the Honda Push Power Measurement Wheel System owned by Honda Motor Co., Ltd. (hereinafter referred to as "HM" and collectively referred to as "Honda" together with HS) as follows:

Article 1. (Purpose)

Subject to the Agreement set forth in the following Article, HS shall lease the Honda Push Power Measurement Wheel System owned by HM as described in Exhibit (hereinafter referred to as the "Product") to Lessee, and Lessee shall lend the Product and pay Rent (as defined below) to HS.

Article 2. (Purpose of Use)

Lessee shall use the Product only for the purpose of measuring the push power of a wheelchair for track and field (hereinafter referred to as the "Purpose") and shall not use the Product for any purpose other than the Purpose.

Article 3. (Duty of Care of a Prudent Manager)

1. Lessee shall manage and use the Product with the due care of a prudent manager.
2. Lessee shall not remodel the Product or add any accessory thereto or make any other changes thereto without the prior written consent of the HS. In case that changes such as addition of accessories have been made to the Product with the approval of the HS, ownership of such accessories shall vest in the HS.
3. Lessee shall not sublease, transfer, pledge or otherwise dispose of the Product to a third party.
4. Lessee shall perform the necessary maintenance for the use of the Product at its own responsibility and expense during the period from the delivery of the Product until the return thereof.
5. In case that Lessee has made additions, modifications, etc. to the Product in accordance with Paragraph 2 of this Article, Lessee shall treat as equivalent to the original Product.

Article 4. (Rent)

1. The rent (monthly) of the Product shall be the amount set forth in Exhibit (including consumption taxes, etc.; the same shall apply hereinafter).
2. HS shall submit an invoice containing matters stipulated under Article 57-4 (1) of the Consumption Tax Act of Japan, including rent, to Lessee for payment. After receipt of the invoice, Lessee shall pay the rent to HS by the date indicated in the invoice through remittance to a bank account designated by HS. Transfer fees shall be borne by Lessee.
3. Expenses necessary for maintenance and management, such as expenses for electric power and other consumable goods, etc., generated during the Lease Period (as defined below), expenses for maintenance, repair, etc. of the Product, and other expenses necessary for using the Product for

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the Purpose shall be borne by Lessee.

4. Notwithstanding the provisions of Paragraphs (1) and (2) of this Article, even in case that the Agreement has been terminated prior to the expiration thereof, HS shall not refund to Lessee the amount equivalent to the rent for the period following such termination.

Article 5. (Responsibilities in the Event of an Accident)

In case that an accident has occurred in relation to use or management of the Product, if Lessee, its officers, employees, or other employees have suffered injuries or other damage in the course of duties, HS shall not be liable therefor, except for cases caused due to willful misconduct or gross negligence of HS.

Article 6. (Delivery)

1. HS shall deliver the Products to Lessee at the location described in Exhibit by the date determined through mutual consultation between HS and Lessee.
2. Regardless of the date of delivery of the Product, HS and Lessee shall deem the commencement date of the Lease Period stipulated in Exhibit to be the date of delivery of the Product from HS to Lessee.
3. Lessee shall retain the Product at the cost of Lessee with the due care of a prudent manager from the time of delivery as set forth in the preceding paragraph of the Product until the time of return the Product to HS.
4. Lessee shall immediately inspect the delivered Product at its own expense and shall confirm that there is no defect in the standards, specifications, quality, performance, etc. of the Product. In case that defects have been found in standards, specifications, quality, performance, etc. of the Product, Lessee shall immediately notify HS thereof in writing and shall resolve the same through mutual consultation between HS and Lessee.

Article 7. (Use and Storage of the Product)

1. Lessee may use the Product from the date of delivery stipulated in the preceding Article.
2. Lessee shall comply with laws and regulations, shall pay due attention to the due diligence of a prudent manager and shall use the Product in accordance with the "User's Manual for the Honda Push Power Measurement Wheel System" and "Explanation of Important Matters for the Honda Push Power Measurement Wheel System" provided separately by HS (hereinafter referred to as the "Explanation of Important Matters" and collectively referred to as the "User's Manual" together with the "User's manual for the Honda Push Power Measurement Wheel System").
3. Lessee shall follow the User's Manual in order to ensure that the Product is in a proper state and fully functioning at all times.
4. In case that the Product has been damaged, Lessee shall notify HS thereof without delay and shall submit an "Accident Report" prepared in accordance with a form prescribed by HS.

Article 8. (Term)

1. The lease period of the Product (hereinafter referred to as the "Lease Period") shall be from the day upon which the Product is delivered by HS to Lessee in accordance with the preceding Article until the period set forth in Exhibit.

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2. The effective period of this Agreement shall be from the date of execution of this Agreement until the completion of return of the Product by Lessee after the expiration of the Lease Period.

Article 9. (Prohibition of Infringement of Ownership)

1. Lessee shall not engage in any act that infringes upon the ownership of HM, such as transferring the Product to a third party or posting the Product as collateral.
2. Without prior written consent of HS, Lessee shall not sublease the Product to a third party and
3. remove of the Product from the premises of the Agreement or shall not be allowed.

Article 10. (Prohibition of Assignment of Rights and Obligations)

Lessee shall not assign, transfer or offer as security, any right or obligation, in whole or in arising out of this Agreement to any third party.

Article 11. (Notification)

1. In case that malfunction, damage, loss, or other abnormalities have occurred to the Product, or in case that a third party has filed a motion for provisional seizure, provisional disposition, auction, compulsory execution, or other claim regarding the Product, Lessee shall immediately notify HS thereof.
2. Subject to the instructions of HS, Lessee shall indicate on the Product that the Product is owned by HM.
3. At the request of HS, Lessee shall report the status of management of the Product to HS.

Article 12. (Burden of Expenses)

1. Costs required for delivery and return of the Product to HS shall be borne by Lessee. For delivery and return of the Product to HS, Lessee shall use a carrier designated by HS or deemed appropriate in advance, and Lessee shall pay the transportation costs to HS separately from the Rent stipulated in Article 4 through remittance to a bank account designated by HS by the date indicated in the HS's invoice receipt by Lessee. Transfer fees shall be borne by Lessee.
2. The amount equivalent to taxes and other public charges imposed on the Product shall be borne by HS.
3. In case that remodeling or alteration is made to the Product with the approval of HS in accordance with Article 3, Paragraph (2), costs required therefor shall be borne by Lessee.
4. In case that the Product is remodeled or changed due to changes in specifications, designs, etc. of HS, costs required therefor shall be borne by HS.
5. When using the Product, Honda shall purchase insurance and the Rent shall include insurance premiums for said insurance; provided, however, that if Honda incurs additional insurance premiums due to any reason attributable to Lessee, HS shall, in addition to the claim pursuant to Article 4, claim such additional insurance premium from Lessee according to the payment method of Paragraph 1 of this Article mutatis mutandis.
6. In the event that repairs are required to the Product for any reason attributable to Lessee, HS shall be entitled to claim the cost of such repairs from Lessee.

Article 13. (Confidentiality)

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1. The term “Confidential Information” means any and all non-public information, know-how, data, formulae and knowledge relating to Honda’s business and products, disclosed to Lessee by Honda either directly or indirectly, in writing, orally or by inspection of tangible object, including but not limited to designs, drawings, standards, specifications, technical records, material lists, process manuals, direction maps and samples and copies thereof, as well as any documents, drawings or any other form representing, containing or otherwise using the Confidential Information.
2. For or in consideration of and as a condition to the disclosure by Honda of the Confidential Information to Lessee, Lessee shall keep confidentiality of the Confidential Information, and shall not use any such Confidential Information for the purpose other than the Purpose and shall not disclose or leak any such Confidential Information to a third party, unless Lessee has obtained the prior written consent of Honda and unless in cases where such disclosure is made to any government authorities to the minimum extent required by such authorities or in law or in equity.
3. If Lessee discloses the Confidential Information to a third party with the Honda’s written consent, Lessee shall cause such third party to observe the obligations equivalent to those of Lessee as provided in this Agreement and be fully liable for such disclosure to the third party. In this case, Lessee shall enter into a confidential agreement with such third party as to such third party’s confidential obligation and submit a copy thereof to Honda prior to the disclosure to such third party.

Article 14. (Damages)

1. If Lessee causes damage or loss to the Product or causes damage to HS or a third party in relation to performance of the Agreement, Lessee shall compensate HS or the third party for such damage.
2. In case that an accident has occurred in relation to use or management of the Product, if Lessee, its officers, employees, or other employees have suffered injuries or other damage in the course of duties, except for cases in which such damage has been caused due to willful misconduct or gross negligence of HS, HS shall not be liable therefor.

Article 15. (Return)

In case that the Lease Period has terminated or the Agreement has terminated, Lessee shall return the Product to the original state at the cost and responsibility of Lessee at a location separately designated by HS by the date separately designated by HS or take measures in accordance with instructions of HS; provided, however, that Lessee may return to HS the Product as it is in the case of portions that have been added to the Product with the approval of HS in accordance with Article 3, Paragraph (2) and portions that have been remodeled or changed due to changes in specifications, designs, etc. of HS.

Article 16. (Handling of Data, etc)

1. HS shall not obtain from Lessee data, such as the measurement of the pedaling force of a wheelchair, etc., obtained through use of the Product by Lessee.
2. Lessee shall be able to continue to have the right to use the data, such as measurement values of the pedaling force of a wheelchair, obtained through the use of the Product by Lessee even after the expiration of the Lease Period.

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3. In case that the data, such as measurement values, etc. of pedaling force of a wheelchair obtained through use of the Product by Lessee or data, etc. of a third party recorded by Lessee has been leaked, and in case that trouble has occurred between Lessee or the third party and HS, HS shall not be responsible for the same.
4. In the event that the Lessee has made an invention or idea, or has created a design based on the Confidential Information (hereinafter called an "Invention, etc."), the Lessee shall promptly notify Honda of the content thereof and shall consult with the Lessee on who owns the right to apply for and to receive intellectual property rights with respect to such Invention, etc., and the matter shall be decided by the agreement of the parties hereto.
5. The parties hereto shall not apply for intellectual property rights with respect to an Invention, etc. without an agreement as provided in this Article 16.

Article 17. (Exclusion of Anti-social Forces, etc.)

1. At the time of execution of this Agreement, HS and Lessee represent and undertake that neither HS nor Lessee will be, nor will any director, executive officer, or other person who substantially controls management (or Lessee in the case that HS or Lessee is a natural person) be, an antisocial force such as an organized crime group, a company associated with an organized crime group, a corporate racketeer, a social activist, a political activist, or a special intelligence violent group.
2. HS and Lessee agree not to engage in any of the following acts in connection with the Agreement, either by themselves or through the use of a third party.
 - (I) Threatening words or actions or acts using violence against the other party
 - (II) An act of interfering with the business or damaging the reputation of the other party by using fraudulent means or force

Article 18. (Termination)

1. Even during the term of the Agreement, HS and Lessee may terminate the Agreement by giving five (5) business days prior to the expiration date. In case that cancellation is to be performed in accordance with this paragraph, HS and Lessee shall give consideration to ensuring that no damage to the business of the other party will occur.
2. In case that the other party fails to perform its obligations under the Agreement, HS and Lessee may terminate the Agreement in whole or in part after giving notice to the other party to perform the same within a reasonable period of time.
3. Notwithstanding the preceding paragraph, in case that any of the following items is applicable to Lessee, HS may immediately terminate the Agreement in whole or in part.
 - (1) When there is gross negligence or breach of trust
 - (2) When the Company is subject to a disposition such as rescission or suspension of business by the regulatory agency
 - (3) If a petition is filed for the commencement of bankruptcy proceedings, commencement of civil rehabilitation proceedings, commencement of special liquidation or commencement of corporate reorganization proceedings, or if a resolution is passed for dissolution or merger
 - (4) If a bill or note or check is dishonored or becomes subject to a disposition of suspension of

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business with banks

(5) When a seizure, provisional seizure, provisional disposition, auction, disposition for failure to pay compulsory execution, etc. is made

(6) In case that rights and obligations hereunder have been assigned to a third party in breach of Article 10

(7) In case that Article 13 has been breached

(8) In addition to the cases described in the preceding items, in case that there occur reasons for impossibility of continuation of the Agreement (excluding cases attributable to HS)

4. Even in case that the Agreement has been terminated in accordance with the preceding two paragraphs, claims for damages by HS against Lessee shall not be precluded.
5. Notwithstanding the provisions of paragraph (2), in case that there exists a fact that contravenes the provisions of Article 17, paragraph (1) with respect to the other party or in case that the other party has committed an act in breach of the provisions of Article 17, paragraph (2), HS and Lessee may claim compensation for damages from the other party, and may immediately terminate the Agreement without giving any notice.
6. The party who exercises the right to cancel pursuant to the provisions of the preceding paragraph shall not be liable to compensate for any damages suffered by the other party as a result of the cancellation of this Agreement.
7. Even during the period of use of the Product, in case that it is necessary for HS to use the Product or in case that it is no longer necessary for Lessee for personal reasons, the lease of the Product in accordance with the relevant Exhibit "Lease Schedule" may be terminated through mutual consultation between HS and Lessee.

Article 19. (Export Controls)

1. Each party is subject to any and all applicable export control laws and regulations in its performance of this Agreement (hereinafter referred to as the "relevant laws and regulations") (including but not limited to compliance with any and all applicable provisions of the Export Administration Regulations, International Traffic in Arms Regulations, and any and all applicable U.S. sanctions, embargoes and/or prohibitions on transactions with restricted parties).
2. Neither HS nor Lessee shall export or re-export, or use Confidential Information for the development or manufacture of nuclear, chemical, biological or ballistic missiles, without obtaining the relevant government permission as required under relevant laws and regulations.
3. Lessee shall not transport or move the Product across countries or regions from the delivery location without the prior written consent of HS.

Article 20. (Survival)

Article 10 (Prohibition of Assignment of Rights and Obligations), Article 13 (Confidentiality), Article 14 (Damages), Article 17 (Exclusion of Anti-social Forces, etc.), Article 19 (Export Controls), this Article (Survival), Article 21 (Entire Agreement), Article 23 (Severability) and Article 24 (Governing Law and Jurisdiction) shall survive the termination or expiration of the Agreement, regardless of the reason for such termination or expiration.

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Article 21. (Entire Agreement)

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and supersedes all previous negotiations, agreements and commitments (in oral or in written form), if any, regarding the said matter, and shall not be discharged, changed or modified in any manner except by instruments signed by duly authorized representatives of the parties hereto.

Article 22. (Force Majeure)

Neither Honda nor Lessee shall be responsible for any failure or delay in the performance of any of its obligations hereunder by reason of force majeure, including, but not limited to, industrial disputes, riots, mobs, fires, floods, epidemics, wars, shortages of labor, power, fuel, material or transportation, regulations or orders of any government or its agencies or any other circumstances beyond the control of such party.

Article 23. (Severability)

Should any provision of this Agreement be or become invalid or unenforceable under any applicable law or equity or violate any applicable law or equity, the remainder of this Agreement shall be valid and binding as if such provision were not included therein, unless the invalid or unenforceable or violating provision comprises an integral part of, or is otherwise inseparable from, the remainder of this Agreement, in which case both parties hereto shall attempt to agree on a provision which is valid and enforceable and not in violation of law and as similar as possible to the original provision; provided, however, that if both parties hereto do not so agree within thirty (30) days after the provision has been ruled invalid or unenforceable or in violation of an applicable law or equity, then each party hereto shall have the right to immediately terminate this Agreement by giving the other party a written notice to that effect.

Article 24. (Governing Law and Jurisdiction)

1. This Agreement shall be governed by and interpreted in accordance with the law of Japan.
2. The Tokyo District Court shall be the exclusive court of first instance for any litigation concerning this Agreement.

Article 25. (Matters for Consultation)

With respect to matters not provided for herein, or any doubt arising as to a provision of this Agreement, the parties hereto shall settle the matter each time through mutual consultation.

(Hereinafter the margin)

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In witness whereof, the parties hereto have caused this Agreement to be executed in duplicate, with the signatures and seals of both parties hereto affixed, and each party shall retain one (1) copy thereof.

Month ● ●, 20 ● ●

HS: 3968 Kawasaki, Hiji-machi, Hayami-gun, Oita
Honda Sun Co., Ltd.
(Title and Name)

Lessee (address)
(Company name)
(Title and Name)

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Exhibit: Schedule of Lease

The Product	1. Two (2) push power measurement wheels 2. Two (2) hand rim plates for both 4 and 6 holes 3. Two (2) five holes hand rim plates 4. Two (2) remote controls for the pedaling force measuring wheel 5. One (1) set of tools (hexagonal wrench, Phillips screwdriver, etc.) 6. One (1) set of equipment (bolts, washers, spacers, etc.) 7. One (1) set of Wi-fi dongle
Place of delivery	Postal code:
Lease period	From the date Date
Rent (Consumption tax, etc. equivalent included)	¥