

MIRAI Loading Agreement

To: the President of the Japan Agency for Marine-Earth Science and Technology

Date

Institution / Company

Name of director

Signature of director

Agreement on Loading

I, the boarding person or the "Loading Person" (collectively "the Boarding/Loading Person"), and the institution or entity as mentioned in above to whom I belong as a member ("the Institution") hereby pledge to observe and comply with all of the terms and conditions of this Agreement upon loading the apparatuses for research and observation and equipment as stated in the attached List of the Loaded Goods ("the List of the Loaded Goods") ("the Loaded Goods") onto the Oceanographic Research Vessel *MIRAI* ("MIRAI") on the following voyage(s) ("the Voyage(s)"). The above "Loading Person" means the person who loads the Loaded Goods onto *MIRAI* but does not embark on the *MIRAI* on this Voyage.

The Voyage(s) : Voyage No(s) : MR - MR - MR -

Remark: Please state all the Voyage No(s), in case of consecutively loading the Loaded Goods onto the above ship on her consecutive voyages of more than one Voyage Number,

Article 1. (LOADED GOODS)

(1) The Boarding/Loading Person and the Institution warrant that all of the Loaded Goods to be loaded onto *MIRAI* (whether or not the Loaded Goods are those loaded onto *MIRAI* before this Voyage or during this Voyage, including but not limited to those which are collected at the sea or from under the sea and then are loaded onto *MIRAI* while she is at the sea) shall be stated in the List of the Loaded Goods, that there are no goods loaded other than the goods stated in the List of the Loaded Goods except for the baggage/articles and personal effects which the individual Boarding Person carries on into his/her room and that the contents described in the List of the Loaded Goods are true and accurate.

The Boarding/Loading Person and the Institution agree that even in case where there are goods which are loaded onto *MIRAI* but are not stated in the List of the Loaded Goods ("the Non-Listed Goods") except for the baggage/articles and personal effects which the individual Boarding Person carries on into his/her room, the terms and conditions of this Agreement shall also apply to the Non-Listed Goods, except for case where the specific provisions are set forth hereunder.

Further the Boarding/Loading Person and the Institution shall properly manage the Loaded Goods and shall comply with directions and orders of the Master of *MIRAI*, during the period while the Loaded Goods are onboard *MIRAI*.

(2) The Boarding/Loading Person and the Institution agree and confirm that the Loaded Goods are only as per declaration by the Boarding/Loading Person and neither the Japan Agency for Marine-Earth Science and Technology (Including its ship management companies and operation management companies, including but not limited to Nippon Marine Enterprises, Ltd. and Marine Works Japan Ltd., hereinafter collectively referred to as "JAMSTEC") nor the Master of *MIRAI* knows of or accept the description, contents, nature, value, specification, actual condition or any other details of the Loaded Goods.

Article 2. (Warranties of the Boarding/Loading Person and the Institution)

(1) The Boarding/Loading Person and the Institution warrant that with respect to the Loaded Goods, they have obtained all necessary permissions of Japan and of the related countries required by the laws and regulations on export and import, and satisfy and comply with the requirement of the relevant laws and regulations on obtaining permissions of Japan and the related countries required by the laws and regulations concerning use/installation in case where the Loaded Goods are used/installed at or under the sea.

(2) The Boarding/Loading Person and the Institution also warrant that the Loaded Goods shall comply with the laws and regulations of Japan, the flag country of *MIRAI* and with the laws and regulations of countries as well as the relevant international conventions/regulations governing, having the jurisdiction over or controlling or being applied to the high seas, territorial seas and waters including the exclusive economic zones and ports and territories, in which *MIRAI* navigates or calls as well as with the law and regulations of the countries of which the Boarding/Loading Person has the nationality and the relevant international conventions/regulations.

(3) The Boarding/Loading Person and the Institution further warrant that the Loaded Goods are not those (including guns/firearms, swords, inflammables and explosives) which shall pose risk or danger to *MIRAI*, her facilities/equipments and goods, her Master and the Crewmembers, the other Boarding/Loading Persons and others and that they do not carry on or possess any articles or goods prohibited by the laws and regulations of Japan, the flag country of *MIRAI* and of the countries/places in which she calls.

(4) The Boarding/Loading Person and the Institution agree that whenever the Master of *MIRAI* judges that the Loaded Goods of the Boarding/Loading Person or the Institution is or is likely to be in breach of the above laws and regulations as set out in Paragraph (2) of this Article or that the Loaded Goods pose or are likely to pose the above risk or danger as set out in Paragraph (3) of this Article, the Master is entitled to reject the loading of those, to forfeit such from the Boarding/Loading Person and the Institution, to store and manage the same or land/dispose of destroy/rendering innocuous the same and shall, without raising any objection, comply with the directions of the Master including for immediate disembarkation. The Boarding/Loading Person and the Institution also agree to jointly and severally bear all the costs arising therefrom.

Article 3. (Responsibilities of JAMSTEC)

The Boarding/Loading Person and the Institution agree to the contents of each following Paragraph;

(1) That JAMSTEC shall not owe any responsibility for any loss of and damage to and theft of the Loaded Goods which occurs while the Loaded Goods are onboard *MIRAI*, unless it is proved that such has been caused by the own willful misconduct or negligence of JAMSTEC or its agents themselves or by willful misconduct or gross negligence of the Master/the Crewmembers of *MIRAI* or of the staff members of JAMSTEC.

Notwithstanding the foregoing provisions, JAMSTEC shall not owe any responsibility for any loss of and damage to the Loaded Goods arising or resulting from act, neglect or default of the Master, crewmembers, pilot or other servants of JAMSTEC in the navigation or in the management of *MIRAI* or from fire.

(2) That notwithstanding any other provisions of this Agreement, JAMSTEC shall not in any event owe any responsibility of whatsoever in respect of the Loaded Goods which are not onboard *MIRAI* and the Non-Listed Goods whether or not those are on board *MIRAI*.

(3) That any compensation and its amount payable by JAMSTEC under Paragraph (1) of this Article shall be reduced in proportion to any willful misconduct or comparative negligence of the Boarding/Loading Person and the Institution contributory to the loss or damage.

(4) That JAMSTEC's liability for loss, damage or theft of or to the Loaded Goods shall not in any event exceed an amount of Japanese Yen 200,000 in total per one Boarding/Loading Person and one voyage number.

(5) That as for loss of and damage to and theft of the Loaded Goods, JAMSTEC shall in any event not be liable for such unless a written notice stating the fact of the occurrence of such loss and damage together with supporting documents to prove such is given to the Master of *MIRAI* upon finding of such fact and at the latest by the time of disembarkation.

That further in any event JAMSTEC shall be discharged from all liabilities for loss of and damage to and theft of the Loaded Goods unless suit is brought in the competent jurisdictional court as stipulated in Article 8 of this Agreement in below within six (6) months from the day when the Loaded Goods are unloaded from *MIRAI*.

The above date, time and period shall be based on Japan Standard Time.

(6) In case where JAMSTEC is liable in accordance with this Agreement, JAMSTEC is entitled to limit its liability to in accordance with the provisions of the applicable laws and regulations.

(7) The Boarding/Loading Person and the Institution shall not assign or transfer or make pledge or security of all or part of any of the rights toward and claims against JAMSTEC to any third party

Article 4. (Responsibilities of the Boarding/Loading Person and the Institution)

(1) In case where the Loaded Goods or the Non-Listed Goods cause loss or damage to *MIRAI*, her facilities/equipments or JAMSTEC whether or not those are onboard *MIRAI*, the Boarding/Loading Person and the Institution shall jointly and severally compensate for the damages, irrespective of presence or absence of any willful misconduct or negligence on their part.

(2) In case where the Loaded Goods or the Non-Listed Goods cause loss or damage to any third party other than JAMSTEC (including the agents of JAMSTEC, the Master and the Crewmembers of *MIRAI* and the staff members of JAMSTEC), the Boarding/Loading Person and the Institution shall jointly and severally compensate for the damages, whether such damages occur during the period of the Voyages or after the completion of the Voyages irrespective of presence or absence of any willful misconduct or negligence on their part and undertake to discharge, indemnify and protect JAMSTEC from or in respect of any liability for compensation for claims for damages and others and to cause JAMSTEC no inconvenience or damage.

(3) In case where any person other than the Boarding/Loading Person and the Institution makes or lodges a claim for damages and others against JAMSTEC or any third party other than JAMSTEC (including the agents of JAMSTEC, the Master and the Crewmembers of *MIRAI*, the staff members of JAMSTEC. Collectively "JAMSTEC/Third Parties) in respect of any loss of and damage to and theft of the Loaded Goods or the Non-Listed Goods, whether or not those are onboard *MIRAI*, the Boarding/Loading Person and the Institution shall jointly and severally owe responsibility and undertake to discharge, indemnify and protect JAMSTEC/Third Parties from or in respect of any liability for compensation for the claim for damages and others of such a person and to cause JAMSTEC/Third Parties no inconvenience or damage, irrespective of presence or absence of any willful misconduct or negligence on their part or on the part of JAMSTEC/Third Parties.

Article 5. (Insurance)

(1) The Boarding/Loading Person and the Institution shall purchase or enter into necessary insurances at their responsibilities and costs before loading the Loaded Goods onto *MIRAI* in order to provide for any loss of, damage to and theft of the Loaded Goods.

(2)With regard to the insurances for the Loaded Goods which the Boarding/Loading Person and the Institution purchase or enter into, they shall make the insurers waive all rights of subrogation for indemnity claims against JAMSTEC.

Article 6. (Rights of Agents, Staff members, Assistants for Performance and Others)

The Boarding/Loading Person and the Institution agree that the agents of JAMSTEC, the Master/the Crewmembers of *MIRAI* or the staff members of JAMSTEC can enjoy and rely on the provisions of this Agreement set out for the benefits of JAMSTEC as if those were expressly provided for such persons.

Article 7. (Effects of Terms and Conditions)

The Boarding/Loading Person and the Institution agree to the following:

(1) All terms and conditions of this Agreement shall apply to any right and claim of the Boarding/Loading Person and the Institution whether based on contract or tort.

(2) Should any term or condition of this Agreement is repugnant to the applicable laws and regulations, only such term or condition shall void and no further.

Article 8. (Governing Law, Jurisdiction)

The Boarding/Loading Person and the Institution agree that this Agreement shall be governed by and construed in accordance with Japanese law, and any and all disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court of Japan.

Article 9. (Heading)

The Boarding/Loading Person and the Institution agree that headings and/or titles of this Agreement are for easy reference only and the meaning of each Article shall be construed and determined by the relevant provisions.

Date / / (dd /mm/yyyy)

Signature of Boarding Person or Loading Person

All personal information obtained will be used only for security control for vessels and safety management for persons boarding on vessels based on ISPS Code and others and will be kept confidential and be safely and properly treated under the "Regulations Concerning the Protection of Personal Information" of the Japan Agency for Marine-Earth Science and Technology.