

JOINT AND SEVERAL REVOLVING GUARANTY

[Date]

To DEF US Inc.

[Address, Country]

Guarantor: ABC Japan Corporation

[Signature]

[Title/Name]

The guarantor (the “Guarantor”) shall jointly and severally guarantee the fulfillment of all the current and future payment obligations that the primary debtor (the “Primary Debtor”) bears to DEF US Inc. (the “Beneficiary”), including interests and attorney’s fees that the Beneficiary spent to exercise its rights, with the Primary Debtor up to the maximum revolving amount specified in second paragraph hereto as follows:

1. Primary debtor: DEF Company

[Address]

2. Maximum amount: USD XXX.00

3. No obligation to preserve securities

Any changes or terminations of the Beneficiary’s mortgages, liens, securities or guaranties supplied by the Primary Debtor or other guarantors shall not affect the Guarantor’s obligation under this letter.

4. Non-exertion of subrogation right

The Guarantor shall not exercise the subrogation right without the Beneficiary’s prior written consent until and all of the debts that the Beneficiary and the Primary Debtor are continuously dealing or the Primary Debtor bears are paid even if the Guarantor pays partial debts that the Primary Debtor shall bear as a performance of guarantee obligation.

5. Withholding Tax

Each payment due to the Beneficiary hereunder shall be made such that the full amount due is received by the Beneficiary irrespective of any withholding which the Guarantor is compelled by law or required by any governmental authority to make on account of any taxation or other liability.

6. Currency of Payment

If any sum due from the Guarantor under this Guarantee (a “Sum”) or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency in which that sum is payable (the “First Currency”) into another currency (the “Second Currency”) for the purpose of:

- i) making or filing a proof of claim against the Guarantor; or
- ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Guarantor shall as an independent obligation, indemnify the Beneficiary against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (a) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the Beneficiary’s spot rate of exchange at the time of receipt of the Sum less all costs, charges and expenses normally incurred by the Beneficiary or on its behalf in connection with such conversion.

7. Termination of guaranty

This guaranty shall terminate on the earlier to occur of the following: (a) on the close of business on [Date] or (2) by a written notice of revocation from the Guarantor to the Beneficiary. Any such termination shall not in any manner affect the Guarantor’s obligation as to any obligation contracted prior thereto.

8. Jurisdiction

Tokyo District Court has an exclusive jurisdiction over any dispute arising from or relating to this letter. This letter shall be governed by the laws of Japan.

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