

TERMINATION AGREEMENT

This Termination Agreement (this "Agreement") is made and entered into this ___ day of ___, 2018 (this "Amendment") by and between DEF US Inc., a company duly organized and existing under the laws of the State of New York, having its office at ___, New York, U.S.A. (hereinafter referred to as "DEF") and ABC Japan Corporation, a company duly organized and existing under the laws of Japan, having its office at ___ Tokyo, Japan (hereinafter referred to as "ABC") in relation to the Distributorship Agreement made between DEF and ABC dated November 1, 2014 (hereinafter referred to as the "Original Agreement").

WHEREAS, the Parties have agreed to terminate the Original Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Agreement, the Parties hereby agree to terminate the Original Agreement and release each other from their respective obligations under the Original Agreement in accordance with the following terms and conditions.

1. TERMINATION.

The Parties hereby agree to terminate the Original Agreement as of the date of this Agreement (the "Termination Effective Date").

2. SURVIVAL.

This Agreement shall be subject to survival of those terms expressly identified as survival clause in the Original Agreement.

3. RELEASE.

3.1 Effective upon the Termination Effective Date, each Party releases and forever discharges the other Party and all of its shareholders, employees, agents, successors, assigns, legal representatives, affiliates, directors and officers from and against any and all actions, claims, suits, demands, payment obligations or other obligations or liabilities of any nature whatsoever, whether known or unknown, which such Party or any of its shareholders, employees, agents, successors, assigns, legal representatives, affiliates, directors or officers

have had, now have or may in the future have arising out of (or in connection with) the Original Agreement (collectively, "Claims").

3.2 Each of the Parties hereto acknowledges that it may discover facts or incur or suffer Claims that were unknown or unsuspected at the time this Agreement was executed, and which if known by it at that time may have materially affected its decision to execute this Agreement. Each of the Parties hereto acknowledges and agrees that by reason of this Agreement, and its release set forth above, it is assuming any risk of such unknown facts and such unknown and unsuspected claims.

4. MUTUAL REPRESENTATIONS AND WARRANTIES.

Each of the Parties represents and warrants as follows:

(a) It has read this Agreement and understands the contents hereof and has made such an investigation of the facts pertinent to this Agreement;

(b) No Claims have been assigned, granted or transferred in any manner to any person; and

(c) It has been represented by legal counsel of its own choice throughout all negotiations which preceded the execution of this document and has executed this document with the advice of such legal counsel.

5. GENERAL PROVISIONS.

5.1 Further Assurances.

Each Party shall take such further action as may reasonably be requested by the other Party in order to facilitate the implementation and performance of this Agreement.

5.2 Entire Agreement.

This Agreement is the entire agreement between the Parties regarding the subject matter contained herein. It supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding the subject matter contained herein.

5.3 Confidentiality.

Neither Party shall disclose the existence of this Agreement nor the terms hereof without the prior approval of the other Party, nor publish or release any press release, promotional

materials or other public statement regarding or referencing the other Party except: (i) as may be required by law, regulation, or court order, or rules or regulations of any securities exchange; (ii) in case of confidential disclosures on a need to know basis to employees, consultants, counsel, accountants, investors or other professional advisers of the Party and its affiliates; or (iii) in connection with required tax and accounting disclosures.

5.4 Applicable Law.

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of ____.

5.5 Venue.

Each Party irrevocably consents to the jurisdiction of the courts of ____, in connection with any action to enforce the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

DEF US Inc.

ABC Japan Corporation
