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URL: <http://www.dnp.co.jp>

June 6, 2014 (Tokyo)

Internet Corporation for Assigned Names and Numbers ("ICANN")
12025 Waterfront Drive, Suite 300
Los Angeles, California 90094
Attention: New gTLD Program Staff

RE: Application for .Brand TLD Designation

Dai Nippon Printing Co. Ltd. ("Registry Operator"), in connection with the execution of the Registry Agreement for the .dnp TLD (the "Registry Agreement"), hereby applies for .dnp TLD to be qualified by ICANN as a .Brand TLD.

Registry Operator confirms and represents to ICANN that the TLD meets each of the criteria for the TLD to be qualified as a .Brand TLD, as described in the .Brand TLD Application Process and Specification 13 attached thereto, and that all supplemental material accompanying this application is accurate and not misleading in any respect. Registry Operator also represents that the trademark registration attached hereto as Exhibit A and the registration policies attached hereto as Exhibit B are complete and accurate copies of the official trademark registration and Registry Operator's registration policies for the TLD, respectively.

Registry Operator agrees that if Registry Operator makes any changes to its registration policies for the TLD (whether before or after this application has been approved) that may disqualify the TLD as a .Brand TLD, it will promptly provide ICANN with a complete and accurate copy of the revised registration policies. In addition, if Registry Operator fails to maintain the trademark registration underlying its .Brand TLD application, it shall promptly notify ICANN of such failure. Registry Operator also agrees to maintain the criteria required to qualify as a .Brand TLD and to immediately notify ICANN of any changes in circumstances that could alter the statements made, and supporting materials provide with, this application.

Because this application is submitted to ICANN after the delegation of the TLD to nameservers designated by the Registry Operator into the root-zone, Registry Operator represents to ICANN that all domain names that are registered in the TLD are registered to and maintained in compliance with the requirements of the .Brand TLD definition.

All of these names are registered to the Registry Operator as can be confirmed using the registry's WHOIS Search Service (<http://whois.nic.dnp/>). Currently nic.dnp is being redirected to the Dai Nippon Printing corporate website. Other names registered will be used to promote the DNP brand in the future.

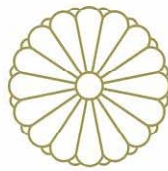
Registry Operator acknowledges and agrees that this letter is binding on Registry Operator and, if any of the foregoing representations and agreements becomes untrue or not complied with, it shall be deemed a breach of the Registry Agreement by Registry Operator, and ICANN may assert its rights under the Registry Agreement, including by determining that the TLD no longer qualifies as a .Brand TLD pursuant to the terms of Specification 13.

Questions about this request should be directed to

Submitted by:	
Position:	Managing Director
Dated:	June 6, 2014
Email:	

Exhibit A

Trademark Registration



商標登録証

(CERTIFICATE OF TRADEMARK REGISTRATION)

登録第 5 1 0 3 6 2 0 号

(REGISTRATION NUMBER)

商標 (THE MARK)

DNP

指定商品又は指定役務並びに商品及び役務の区分 (LIST OF GOODS AND SERVICES)

第 3 7 類 建設工事，建築工事に関する助言，建築設備の運転・点検・整備，船舶の建造，船舶の修理又は整備，航空機の修理又は整備，自転車の修理，自動車の修理又は整備，鉄道車両の修理又は整備，二輪自動車のその他別紙記載

商標権者 (OWNER OF THE TRADEMARK RIGHT)

東京都新宿区市谷加賀町一丁目 1 番 1 号

大日本印刷株式会社

出願番号 (APPLICATION NUMBER)

商願 2 0 0 7 - 0 2 7 1 0 2

出願年月日 (FILING DATE)

平成 1 9 年 3 月 2 8 日 (March 28, 2007)

この商標は、登録するものと確定し、商標原簿に登録されたことを証する。
(THIS IS TO CERTIFY THAT THE TRADEMARK IS REGISTERED ON THE REGISTER OF THE JAPAN PATENT OFFICE.)

平成 2 0 年 1 月 1 1 日 (January 11, 2008)

特許庁長官 (COMMISSIONER, JAPAN PATENT OFFICE)

肥塚雅博



商 標 登 録 証

(続葉 1)

(CERTIFICATE OF TRADEMARK REGISTRATION)

登録第 5 1 0 3 6 2 0 号 (REGISTRATION NUMBER)

商願 2 0 0 7 - 0 2 7 1 0 2 (APPLICATION NUMBER)

指定商品又は指定役務並びに商品及び役務の区分 (LIST OF GOODS AND SERVICES)

(第 3 7 類) 修理又は整備, 映画機械器具の修理又は保守, 光学機械器具の修理又は保守, 写真機械器具の修理又は保守, 荷役機械器具の修理又は保守, 火災報知器の修理又は保守, 事務用機械器具の修理又は保守, 暖冷房装置の修理又は保守, バナーの修理又は保守, ボイラーの修理又は保守, ポンプの修理又は保守, 冷凍機械器具の修理又は保守, 電子応用機械器具の修理又は保守, 電気通信機械器具の修理又は保守, 土木機械器具の修理又は保守, 民生用電気機械器具の修理又は保守, 照明用器具の修理又は保守, 配電用又は制御用の機械器具の修理又は保守, 発電機の修理又は保守, 電動機の修理又は保守, 理化学機械器具の修理又は保守, 測定機械器具の修理又は保守, 医療用機械器具の修理又は保守, 銃砲の修理又は保守, 印刷用又は製本用の機械器具の修理又は保守, 化学機械器具の修理又は保守, ガラス器製造機械の修理又は保守, 漁業用機械器具の修理又は保守, 金属加工機械器具の修理又は保守, 靴製造機械の修理又は保守, 工業用炉の修理又は保守, 鉱山機械器具の修理又は保守, ゴム製品製造機械器具の修理又は保守, 集積回路製造装置の修理又は保守, 半導体製造装置の修理又は保守, 食料加工用又は飲料加工用の機械器具の修理又は保守, 製材用・木工用又は合板用の機械器具の修理又は保守, 繊維機械器具の修理又は保守, たばこ製造機械の修理又は保守, 塗装機械器具の修理又は保守, 農業用機械器具の修理又は保守, パルプ製造用・製紙用又は紙工用の機械器具の修理又は保守, プラスチック加工機械器具の修理又は保守, 包装用機械器具の修理又は保守, ミシンの修理又は保守, 貯蔵槽類の修理又は保守, ガソリンステーション用装置の修理又は保守, 機械式駐車装置の修理又は保守, 自転車駐輪器具の修理又は保守, 業務用食器洗浄機の修理又は保守, 業務用加熱調理機械器具の修理又は保守, 業務用電気洗濯機の修理又は保守, 乗物用洗浄機の修理又は保守, 自動販売機の修理又は保守, 動力付床洗浄機の修理又は保守, 遊園地用機械器具の修理又は保守, 美容院用又は理髪店用の機械器具の修理又は保守, 水質汚濁防止装置の修理又は保守, 浄水装置の修理又は保守, 廃棄物圧縮装置の修理又は保守, 廃棄物破碎装置の修理又は保守, 潜水用機械器具の修理又は保守, 原子力発電プラントの修理又は保守, 化学プラントの修理又は保守, 家具の修理, 傘の修理, 楽器の修理又は保守, 金庫の修理又は保守, 靴の修理, 時計の修理又は保守, はさみ研ぎ及びほうちよう研ぎ, 錠前の取付け又は修理, ガス湯沸かし器の修理又は保守, 加熱器の修理又は保守, なべ類の修理又は保守, 看板の修理又は保守, かばん類又は袋物の修理, 身飾品の修理, おもちゃ又は人形の修理, 運動用具の修理, ビリヤード用具の修理, 遊戯用器具の修理, 浴槽類の修理又は保守, 洗浄機能付き便座の修理, 釣り具の修理, 眼鏡の修理, 毛皮製品の手入れ又は修理, 洗濯, 被服のプレス, 被服の修理, 布団綿の打直し, 畳類の修理, 煙突の清掃, 建築物の外壁の清掃, 窓の清掃, 床敷物の清掃, 床磨き, し尿処理槽の清掃, 浴槽又は浴槽がまの清掃, 道路の清掃, 貯蔵槽類の清掃, 電話機の消毒, 有害動物の防除 (農業・園芸又は林業に関するものを除く。), 医療用機械器具の殺菌・滅菌, 土木機械器具の貸与, 床洗浄機の貸与, モップの貸与, 洗車機の貸与, 電気洗濯機の貸与, 衣類乾燥機の貸与, 衣類脱水機の貸与, 鉱山機械器具の貸与

商 標 登 録 証

(続葉 2)

(CERTIFICATE OF TRADEMARK REGISTRATION)

登録第 5 1 0 3 6 2 0 号 (REGISTRATION NUMBER)

商願 2 0 0 7 - 0 2 7 1 0 2 (APPLICATION NUMBER)

指定商品又は指定役務並びに商品及び役務の区分 (LIST OF GOODS AND SERVICES)

第 4 0 類 放射線の除洗, 布地・被服又は毛皮の加工処理 (乾燥処理を含む。), 裁縫, ししゅう, 金属の加工, ゴムの加工, プラスチックの加工, セラミックの加工, 木材の加工, 紙の加工, 石材の加工, 剥製, 竹・木皮・とう・つる・その他の植物性基礎材料の加工 (食物原材料の加工を除く。), 食料品の加工, 義肢又は義歯の加工 (医療材料の加工を含む。), 映画用フィルムの現像, 写真の引き伸ばし, 写真の焼付け, 写真用フィルムの現像, 製本, 浄水処理, 廃棄物の再生, 原子核燃料の再加工処理, 印章の彫刻, グラビア製版, 繊維機械器具の貸与, 写真の現像用・焼付け用・引き伸ばし用又は仕上げ用の機械器具の貸与, 金属加工機械器具の貸与, 製本機械の貸与, 食料加工用又は飲料加工用の機械器具の貸与, 製材用・木工用又は合板用の機械器具の貸与, パルプ製造用・製紙用又は紙工用の機械器具の貸与, 浄水装置の貸与, 廃棄物圧縮装置の貸与, 廃棄物破碎装置の貸与, 化学機械器具の貸与, ガラス器製造機械の貸与, 靴製造機械の貸与, たばこ製造機械の貸与, 材料を特定しない総合的な材料処理情報の提供, 印刷, 廃棄物の収集・分別及び処分, 編み機の貸与, ミシンの貸与, 家庭用ルームクーラーの貸与, 印刷用機械器具の貸与, 暖冷房装置の貸与, 樹脂の射出成形, プラスチックカードの製造・加工, 磁気カードの製造・加工, I C カードの製造・加工, プラスチックフィルムの加工, プラスチック成型, プリント基板のエッチング加工, プリント基板のめっき, 集積回路組立加工, 梱包用ダンボールの加工, 受託による液晶カラーフィルターの製造, 受託による液晶カラーフィルターの製造の媒介又は取次ぎ, 半導体製造用フォトマスクの製造, ホログラムの貼付け加工

[以下余白]

Exhibit B

TLD Registration Policies



Domain Name Registration Policies

(May 1, 2014)

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Definitions

Accredited Registrar	means an ICANN accredited registrar that has entered into an agreement ("the Registry-Registrar Agreement") with the Registry Operator and is authorized to register names in the .dnp TLD.
Affiliate	means an entity that, directly or indirectly, through one or more intermediaries, or in combination with one or more other persons or entities, controls, is controlled by, or is under common control with, the entity specified, and (ii) "control" (including the terms "controlled by" and "under common control with" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ownership of securities, as a trustee or executor, by contract, credit arrangement or otherwise;
A-Label	An A-label is a representation of an IDN string in ASCII characters. A-labels always begin with "xn--";
Applicant	means an eligible company or organization that applies to register a .dnp domain name via a dedicated account held with an accredited registrar;
ASCII Domain Name	means a domain name consisting of ASCII (American Standard Code for Information Interchange) characters. ASCII domain names may contain the letters A-Z, the numbers 0-9, and hyphens (-);
Dedicated Account	means an account held with a registrar and pre-verified by the registry that is required in order to register a domain name during all registration phases.
Domain Name	means a name at the second level within the .dnp TLD.
ICANN	means the Internet Corporation for Assigned Names and Numbers.
IDN	means Internationalized Domain Name.
Policies	means these .dnp Domain Name Registration Policies, the Acceptable Use and Anti-abuse Policy, IDN Policy, and WHOIS Access Policy and any other policy pertaining to the operation of .dnp including all annexes and any interpretative guidelines published by the Registry in relation to these policies, as may be amended from time to time.
Registrant	means the entity in whose name a Domain Name is registered, who is the Registry or an affiliate of the Registry.
Registry	means Dai Nippon Printing, Inc.
TLD	means Top-Level Domain

**Trademark Claims
Notice Service**

one of the trademark rights protection mechanisms introduced by ICANN to support the protection of trademark rights during the launch phases of new gTLDs. The Trademark Claims Notice Service will be in effect for the first 90 days after launch. During this time (i) potential registrants will receive real-time notification when attempting to register a name that corresponds to a trademark registered in the Trademark Clearinghouse, and (ii) Trademark holders will be notified when a name corresponding to their trademark is registered.

**Trademark
Clearinghouse**

A repository of trademark data that supports the protection of trademark rights in new gTLDs. The Trademark Clearinghouse supports provision of the Trademark Claims Notice Service.

UDRP

means the Uniform Dispute Resolution Policy as described at <http://www.icann.org/dndr/udrp/policy.htm>.

URS

means the Uniform Rapid Suspension (System) procedure and rules.

Introduction

This Policy describes:

1. how the Registry will deal with Domain Name Registration requests;
2. the way in which Applications will be processed; and
3. in general, all the technical and administrative measures that the Registry shall use to ensure proper, fair, technically stable administration of the .dnp TLD, setting out the basic rules and procedures applicable to:
 - Applicants submitting an Application with the Registry;
 - the Registry;
 - the Accredited Registrars;
 - the Trademark Clearinghouse Operator; and
 - any eligible entity interested in registering a Domain Name.

All other policies governing the operation of the .dnp TLD are available on the Registry Website.

Launch Phases

Phase	Length	Description
Trademark Claims Notice Service (Phase 1)	The first 90 days after launch	Period during which (i) the registrar is required to provide notice to all potential Domain Name Registrants who attempt to register a domain name that matches a Trademark Record verified by the Trademark Clearinghouse ("a Claims Notice") and (ii) The Trademark Clearinghouse will provide Notice of Registered Names ("NORNs") to trademark holder;
Trademark Claims Notice Service (Phase 2)	Ongoing	During Phase 2, trademark holders will continue to receive notification from the Trademark Clearinghouse when a label matching their mark is registered, but potential Registrants will no longer be notified by the registrar when attempting to register a Domain Name that matches a Trademark Record in the Trademark Clearinghouse.

*The Registry reserves the right to revise or extend the schedule of any of the above launch phases at its sole discretion. However, the Trademark Claims Notice Services (Phase 1) will be in effect for at least the first 90 days of General Availability. The Registry will provide at least 10 calendar days notice of any changes via the Registry Website.

Chapter 1. Domain Name Registration and Allocation

1.1. Purpose and Principles

The .dnp TLD is a domain for Dai Nippon Printing, Inc. and its affiliates. The purpose of .dnp is to reinforce the DNP brand on the Internet, provide a uniform online presence, and a trusted and secure namespace in which Internet users can interact with the company

1.2. Registration Eligibility

1.2.1. Domain names in the .dnp TLD can only be registered to, and maintained by the Registry and its Affiliates. Only companies (the Registry and its affiliates) are permitted to become registrants. Individuals, including employees and board members of Dai Nippon Printing, are not eligible to register .dnp domain names.

1.2.2 In all phases of registration, registrants must create a dedicated .dnp account with a .dnp accredited registrar in order to apply for a domain name registration or to register a domain name. Access to the dedicated account is limited to authorized administrative contacts. Applications for dedicated accounts are subject to pre-verification conducted by the Registry and must be signed with the Applicant's company seal or signature of management staff

1.3. Domain Name Allocation

With the exception of Domain Names that have already been registered or are otherwise withheld from registration, the Registry and its affiliates will be entitled to request the registration of any domain name via a .dnp accredited registry.

The Registry shall effectuate such Domain Name registrations on a first-come, first-served basis, subject to the terms and conditions of this policy. This entails that, in principle, the first complete and technically correct request to register a Domain Name submitted by an Accredited Registrar and received by the Registry System will result in a Domain Name registration.

1.4. Domain Name Syntax Requirements; Reserved Names

Syntax Requirements for ASCII Domain Names

- the A-label may only contain letters A-Z (case insensitive) the numbers 0-9, and hyphens;
- the Domain Name cannot begin or end with a hyphen ("-");
- the Domain Name cannot have two consecutive hyphens ("--") in the 3rd and 4th positions;
- underline characters are not allowed;
- the Domain Name cannot exceed 63 characters (excluding the TLD);
- the Domain Name must have a minimum length of 3 characters.

Syntax Requirements for IDN Domain Names

- the "A-label" must be valid according to the IDNA2008 rules. This is tested by decoding the A-label to a UTF-8 string, and then re-encoding. If the re-encoded string matches the original string, this test is passed.
- the A-label must be a valid domain name in its own right (ie length and composition rules for ASCII domain names must also successfully be passed).

Available languages/scripts, IDN tables and variant policy are defined separately in the .dnp IDN policy.

The Registry reserves the right to make Domain Names available that deviate from the above syntax requirements at any point in time, under additional or supplemental rules and policies.

Reserved Names

The Registry reserves two-character labels, country and territory names and other labels in accordance with ICANN regulations.

The Registry may revise this list from time to time, to comply with ICANN requirements or for any other reason.

Article 1.5. Term of Registration

Domain names may be registered for a period of 1-10 years. The term of registration shall commence on the date of registration of the Domain Name, and shall expire on the same day of the same month in the following year.

Article 1.6. Other Provisions

Transfer of Use

Registrants may not sell, distribute or transfer control or use of a .dnp domain name to any party that is not an Affiliate of the Registry.

WHOIS Accuracy

Registrants are required to provide and maintain accurate, complete, and current WHOIS data. In addition, no WHOIS protection service of any kind will be allowed.

Article 1.7. Abusive Use and Dispute Resolution

UDRP

UDRP is applicable to all .dnp registrations.

URS

The URS System is applicable to all .dnp registrations for trademark owners who seek a rapid system to take down domain names which infringe on their rights.

Acceptable Use and Anti-Abuse Policy

Abusive use definitions and policy are provided for separately in the Acceptable Use and Anti-abuse Policy available on the Registry Website.

Chapter 2. The Trademark Claims Notice Services

2.1. Purpose and Principles

The Trademark Claims Notice Service is a rights protection mechanism required by ICANN to support the protection of verified legal rights for Trademark holders.

During the first phase of the Trademark Claims Notice Services, registrars will display real-time notices to customers that attempt to register a domain name matching a Trademark Record verified by the Trademark Clearinghouse. If the Applicant proceeds to register the domain name, the Trademark Holder will receive notice of the registration.

The Trademark Claims Notice Services are facilitated by the Trademark Clearinghouse, a centralized database of trademark data used by all new gTLD registries.

2.2. Trademark Claims Notice Services

During the first phase of the Trademark Claims Notice Services the (i) the Registrar will be required to provide notice to potential Domain Name Registrants if a domain they are seeking to register matches a Trademark Record verified by the Trademark Clearinghouse (“a Claims Notice”) and (ii) The Trademark Clearinghouse will provide Notice of Registered Names (“NORNs”) to Trademark holders if a Domain Name is registered that matches their Trademark Record. During the second phase of the Trademark Claims Notice Service only (ii) will be provided.

Term

The Trademark Claims Notice Services for the first 90 days after launch of the TLD. The Registry may extend this phase at any time. At least 4 calendar days notice of any extension will be published on the Registry Website. The second phase of the Trademark Claims Notice Service will begin on the 91st day after launch and continue on an ongoing basis.

Trademark Claims Notices

When a potential Registrant attempts to register a domain name during the Trademark Claims period, the registrar is required to display a Claims Notice in real time at the time of registration. The Claims notice **MUST** be provided in English, and **SHOULD** be provided in the language of the registrar’s registration agreement. The Claims Notice does not prohibit a domain name registration; however an affirmative confirmation from the potential registrant must be required.

Notice of Registered Names (“NORNs”)

During the Claims Notice period, the Trademark Clearinghouse will notify Trademark Holders if a Domain Name is registered that matches a Trademark Record in the Trademark Clearinghouse.

Chapter 3. General Provisions

3.1. Amendments

The Registry may amend the provisions of this Policy from time to time, which amendments will take effect at the time they are published on the Registry Website, without prior notice to Accredited Registrars, Domain Name Holders and/or Applicants. The Registry may furthermore issue interpretative guidelines on the Registry Website regarding the terms and provisions of this Policy.

If any part of this Policy shall be found invalid or unenforceable for any reason, the remainder of this Policy shall be valid and enforceable as if such provision was not included therein.

There shall be substituted for any such provision a suitable provision that, as far as is legally possible, comes nearest to the sense and purpose of this Policy.

3.2. Liability

To the extent allowed under governing law, the Registry shall only be liable in cases where willful misconduct or gross negligence is proven. In no event shall the Registry be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to the submission of an Application, the registration or use of a Domain Name or to the use of the Shared Registry System or Registry Website, even if they have been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register or not to register a Domain Name.

To the extent allowed under applicable law, the Registry's aggregate liability for damages shall in any case be limited to the amounts paid by the Accredited Registrar to the Registry in relation to the Application concerned (excluding additional fees paid by the Applicant to the Accredited Registrar or reseller, and dispute resolution fees). The Applicant agrees that no greater or other damages may be claimed from the Registry (such as, but not limited to, any fees payable or paid by the Applicant in the context of any proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The Applicant further agrees to submit to a binding arbitration for disputes arising from these Policies and related to the allocation of Domain Names.

Applicants and Domain Name Registrants shall hold the Registry harmless from claims filed or disputes initiated by third parties, and shall compensate the Registry for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against it on the grounds that the Applications for or the registration or use of the Domain Name by the Applicant infringes the rights of a third party.

For the purposes of this Article, the term "Registry" shall also refer to its shareholders, directors, employees, members, subcontractors, the Trademark Clearinghouse operator and its respective directors, agents and employees.

The Registry, its directors, employees, contractors and agents are not a party to the agreement between an Accredited Registrar and its Applicants, its Domain Name Holders or any party acting in the name and/or on behalf of such Applicants or Domain Name Holders.

3.3. Representations and Warranties

All Applicants, all Domain Name Registrants, and any party submitting a Domain Name registration request represents and warrants that:

- to its knowledge, the registration of the Domain Name mentioned in the Application or Domain Name Registration Request will not infringe upon or otherwise violate the rights of any third party;
- will not register a domain name for the purpose of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable laws or regulations; and
- it will keep the WHOIS information related to the Domain Name accurate and up-to-date at all times.
- it shall participate in good faith in any proceedings described in the .nagoya Abusive Use and Dispute Resolution Policy commenced by or against the Applicant.

The Accredited Registrar must ensure that Applicants and Domain Name Holders expressly acknowledge and accept that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion:

- that does not contain complete and accurate information as described in these Policies, or is not in compliance with any other provision of these Policies; or
- to protect the integrity and stability of the registry; or
- to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process; or
- to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees; or
- following the outcome of a Dispute Resolution proceeding.

The Registry shall be entitled to suspend or revoke any Domain Name in case of non-compliance or violation of these Policies, and in particular these representations and warranties.

Article 3.4. Notices

All notices (to be) given by the Registry hereunder shall be given in writing at the email address of the Domain Name Holder, as provided to the Registry in Article 1 above. All notices to be given to the Registry shall be deemed to have been properly given (i) in paper form, when delivered in person or via courier service with confirmation of receipt and (ii) by electronic mail, upon confirmation of receipt by the Registry's email server.

Article 3.5. Severability

If any provision of these Policies is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from these Policies, while the remainder of these Policies will continue in full force and effect.

Article 3.6. Waiver

No waiver of any right under these Policies shall be deemed effective unless contained in writing and signed by the party charged with such waiver, and no waiver of any right shall be deemed to be a waiver of any future right or any other right arising under these Policies. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking, obligation or agreement.

Article 3.7. Compliance with Law

Either party agrees that it will not undertake, nor cause or permit to be undertaken, any conduct or activity which is illegal under any laws, decrees, rules or regulations, or would have the effect of causing the other party to be in violation thereof in the execution of this Agreement.

Article 3.8. Language

All communications, notices, designations and specifications made under this Agreement shall be in the English language.

Article 3.9. Applicable Law; Jurisdiction

These Policies, as amended from time to time, will be governed by the laws of Japan.

The foregoing is without any party's right to seek injunctive or other equitable or interim relief, which it is authorized to do in the Courts of Tokyo, Japan.