

# Terms and Conditions for the provision of Products and or Services (the “Solution(s)”)

These General Terms and Conditions shall set forth the basic agreement between the Client and the Company applicable to the analytical testing services (hereinafter referred to as "Solution(s)") that SVC Corporation (hereinafter referred to as "the Company") is entrusted by the Client, and shall consist of the following contents:

- The Commercial Terms and
- The General Terms

## Commercial Terms

Description of the Solution(s)	Physical or scientific test analysis and performance evaluation of petroleum products.
Pricing conditions	As stated in the estimate.
Payment terms	When you will pay : Advanced Payment ( Before commencement of test ) Currency you will pay in : You will pay in JPY (Japanese Yen) How you will pay : Remittance by wire transfer to the bank account in our name indicated on the invoice issued by the Company .(however, the transfer fee shall be borne by your company.)

# General Terms

## Section 1 –Orders

1.1 We will make the Solution available to you, in accordance with the terms and conditions of these General Terms and Conditions.. The Solution provided is defined under the Commercial Terms.

### 1.2 Individual Agreements

1.2.1 The Solution is to be purchased by means of a written request based on a quotation (including attachments, if any) submitted by the Company to the Clients. The terms of these General Terms and Conditions (including the Commercial Terms and the General Terms) apply to each Purchase Order.

1.2.2 In order to order a Solution, You must submit a completed Purchase Orders to the Company by the expiration date of the quotation. Any Purchase Order is subject to our acceptance. We will notify you once we have reviewed and accepted a Purchase Order. An Individual Agreement between the Company and the Client for the consignment of Solution shall be formed at the time of the Company's acceptance of the Purchase Orders. We may ask you additional information in relation to a Purchase Order.

1.2.3 The provisions of these General Terms and Conditions shall apply to Individual Agreements established between the Client and the Company in accordance with the preceding paragraph.

## Section 2 - Provision of the Solution

### 2.1 Performing Solutions

We shall carry out the Solution agreed to in the Individual Agreement in the preceding article and report the results to you in a report in the form prescribed by us.

### 2.2 Sample

2.2.1 You shall provide us with the samples to be analyzed and the equipment, materials, information, etc. to be provided by the customer to us under the agreement with us on the due date specified in the Individual Agreement.

2.2.2 In the event that you is unable to provide us with samples, equipment, materials, information, etc. on the designated date, you and we shall immediately discuss and decide on the postponement of the submission date of the report in Article 2.1, changes in samples or analytical evaluation methods, and any other necessary matters..

2.2.3 In the case of the preceding paragraph, we may immediately cancel the individual agreement, and you shall be liable for compensation for damages incurred by us, regardless of whether or not the contract is cancelled.

2.2.4 If we determines that the sample submitted by your under Paragraph 1 is dangerous to the tester, that the sample will cause damage to the testing equipment, or that the amount of sample is insufficient to meet the required volume, we may refuse to perform this work on such sample. The provisions of Paragraph 2 and the preceding paragraph shall apply in the case of this paragraph.

### 2.3 Submission of Reports

2.3.1 By the date specified in the Individual Agreement, we shall prepare a report on the results of the analysis in the form prescribed by us and submit the number of copies specified in the Individual Agreement to you.

2.3.2 At the time of submission of the report in the preceding paragraph or without delay after such submission, we shall deliver to you and return to you the equipment, materials, information, etc., as well as the residual materials and residuals of the sample, which were provided by you on condition that they be returned. However, if the Individual Agreement stipulates otherwise, we shall comply with such stipulation, and this shall not apply to items consumed in the execution of analysis at us.

2.3.3 We shall retain our copy of the report in accordance with Paragraph 1 for three years from the day following the day on which the Company submits the report to you.

2.3.4 The copyrights and other intellectual property rights of the reports, etc. shall be retained by us, and we shall grant your permission to use the reports, etc. within the scope of the purposes stipulated in the individual contracts.

2.3.5 If we are unable to deliver the analysis for your convenience, we may request you to reimburse us for our associated costs.

2.3.6 Where the provision of analysis involves the provision of goods, the risk (burden) of the goods shall pass to you when you take possession of the goods, unless otherwise agreed between the parties in accordance with the Commercial Terms. Ownership of the goods shall pass to you when payment is made for the relevant goods (except for the transfer of ownership of intellectual property rights in the analysis).

## **2.4 Client support in relation to the Solution**

In the event that you require technical support in relation with the Solution, we will use our reasonable endeavours to provide you a response within a reasonable time. For the avoidance of doubt, this excludes any matters for which you are solely responsible under those General Terms and Conditions or this Individual Agreement.

## **2.5 On-site Services**

2.5.1 If agreed with us in writing, we may provide On-site Services as part of the Solution.

2.5.2 When visiting your or a third party's premises to provide On-site Services, both your and our respective employees and contractors will observe all rules or regulations that are in force on such premises. You will inform us of hazards reasonably associated with the provision of the On-site Services.

## **2.6 Cooperation**

2.6.1 You will cooperate with us in all matters relating to the provision of the Solution.

2.6.2 You will provide us with such as much information and materials as possible we may reasonably require in order to supply the Solution.

2.6.3 You agree that:

(i) you enter into this Individual Agreement for Solutions and perform the obligations thereunder;

(ii) your entry into and performance of this Individual Agreement for Solutions will not infringe the rights (including Intellectual Property Rights) of any third party or cause you to be in breach of any obligations to a third party; and

(iii) you have the right to provide all information, data and materials to us under those General Terms and Conditions and Individual Agreement.

## **2.7 Restriction or suspension of the Solution**

2.7.1 We may restrict or suspend the provision of the Solution:

(a) if we need to carry out maintenance to maintain, repair or improve the Solution;

(b) if you do not pay any amounts owed under this Individual Agreement when due;

(c) if we reasonably believe that you are in breach of those General Terms and Conditions or this Individual Agreement; or

(d) if we reasonably determine that there is a risk of danger to those workers.

(e) If we determine that the analysis and evaluation method specified in the individual agreement is impossible or inadequate.

2.7.2 If we restrict or suspend the Solution because of the reasons in clauses 2.11.1 (c) to (e) (inclusive) of these General Terms, you will still have to pay the Price due for the performance of Solution until the restriction or suspension and we may apply an additional charge to recommence the Solution.

2.7.3 If we decide to restrict or suspend the provision of the Solution for any of the above reasons, we will notify you in writing as soon as reasonably practicable before doing so.

## **2.8 HSSE (Health, Safety, Security and Environmental performance) standards**

2.8.1 You shall ensure that your employees, contractors, partner companies abide by all instructions and recommendations in relation to the Solution.

2.8.2 You will as a minimum have implemented standards, policies and procedures which meet all applicable laws and regulations relating to health, safety, security and environmental performance in connection with those General Terms and Conditions and this Individual Agreement.

## **2.9 Notification requirements**

You will notify us promptly if you become aware of (i) any problems which might affect the provision of the Solution; or (ii) any HSSE (Health, Safety, Security and Environmental performance) incidents or violations in any way connected with the Solution.

## **2.10 Responsibility for Reports**

2.10.1 If an obvious error is found in a report submitted by us to you, we shall take one of the following measures after consultation with you.

(a) The report shall be corrected and resubmitted to the contractor.

(b) Redo the analysis when we deem it necessary and prepare and submit to the client a report on the results of the solution in the form prescribed by us.

2.10.2 You shall use the reports provided by us to you at its own discretion and responsibility.

2.10.3 Other than as provided in Paragraph 1, we do not guarantee to you that the report and its preparation based on the individual agreement will contribute to the achievement of your specific objectives, will not infringe on the rights of any third party, or will not compensate you for damages based on these or any other reasons.

## **2.11 Warranties**

2.11.1 We warrant to you only that (i) we will provide the Services to you with reasonable care and skill, and all other warranties (express or implied) and conditions are excluded to the fullest extent permitted by applicable law.

2.11.2 If you inform us that you do not consider the Solution to be meeting the standard referred to in clause 2.11.1, we will work with you to investigate the issue and identify potential solutions.

2.11.3 In the event that we fail to comply with our obligations under clause 2.11.1, we will, at our expense (a) use reasonable endeavours to promptly correct any such non-conformance, (b) provide you with an alternative means of achieving the outcomes that could reasonably be expected from the Solution, or (c) refund you all amounts you have paid for the non-conforming Solution according to clause 2.14.1, from the date on which you notify us in writing of the issues. Such correction, substitution or refund constitutes your sole and exclusive remedy for any breach of the warranty set out in clause 2.11.1.

2.11.4 Notwithstanding the foregoing:

we are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Solution may be subject to limitations, delays and other problems inherent in the use of such communications networks and facilities.

2.11.5 Warranties and liability relating to Outsourcing Service Provider Items

2.11.5.1 When all or part of the Solution is provided by a Outsourcing Service Provider with your consent, to the extent permitted under the Outsourcing Service Provider Agreement we will use our reasonable endeavours (but subject to our ultimate discretion, not to be unreasonably withheld or delayed) to assign the benefit of the Outsourcing Service Provider Warranties to you.

2.11.5.2 Apart from the Outsourcing Service Provider Warranties which may be assigned as per clause 2.11.5.1, no warranties are provided, and we accept no liability;

and you agrees to indemnify (hold harmless) we and our affiliates to the fullest extent permitted by applicable law for any claims arising out of or related to the Outsourcing Service Provider, including, but not limited to, those related to defects or nonconformance of the Outsourcing Service Provider the Outsourced Supply and/or analysis, or loss or damage to you infrastructure.

## **Section 3 - Price and payment**

### **3.1. Solution Price**

You agree to pay us the price (plus consumption tax, etc.) stated in the quotation submitted by us to you in accordance with the provisions of Article 3.2 (Invoicing and Payment).

### **3.2 Invoicing and payment**

3.2.1 We shall issue an invoice for the Solution price to you promptly after reporting the test results.

3.2.2 General payment terms

3.2.2.1 You agree to pay us any invoiced amount in accordance with the payment terms and the payment method set out in the Commercial Terms.

3.2.2.2 If the Client fails to make any payment under those General Terms and Conditions or the Individual Agreement on the date it falls due, interest will accrue from the date on which such amounts fell due up to and including the date on which payment is received by Shell, at a rate of 10% per annum. We are entitled to receive payment on time notwithstanding any dispute relating to the transaction or payment. Any adjustments consequent on settlement of such disputes will be made within 30 days following the settlement.

3.2.2.3 In the event of any disagreement relating to any invoice issued under this Individual Agreement, the Parties will use best endeavours to identify the source of any discrepancies and resolve the disagreement promptly and in good faith.

3.2.2.4 Only You may pay our invoice. Payment by any other party will only be allowed with our prior written approval.

3.2.2.5 We may ask you to provide financial performance data and answer specific queries to establish your financial health for setting a credit limit and you agree to provide it without any delay

3.2.2.6 If, in our opinion, your financial condition (or that of any guarantor or other person furnishing security in support of you) worsens in any way, we may require payment before the date due (which may mean before the provision of the Solution) or we may require you to give us some forms of security for payment that are acceptable to us.

3.2.2.7 In addition to our other rights, if, at any time you:

- have exceeded any credit limit we have set; and/or
- fail to pay us by the due date, or give us the security we require,

we may suspend or terminate the Individual Agreement and/or the provision of the Solution, without liability to you.

## Section 4 - Technical data – Intellectual Property

### 4.1 Technical Data

4.1.1 Technical Data refers to Input Data and/or Output Data. Ownership of any Intellectual Property Rights in any Technical Data will remain vested in the original owner thereof, subject to the usage and other rights granted under this clause 4.1.

4.1.2 We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of your Technical Data in accordance with applicable law and subject to the other terms of this clause 4.1.

### 4.2. Intellectual Property

4.2.1 We hereby grant you a licence to use solely for the Permitted Use and in the manner set out in those General Terms and Conditions, for as long as we provide the Solution to you under those General Terms and Conditions.

4.2.2 Unless otherwise provided under the Individual Agreement, any existing Intellectual Property Rights that are owned by a Party (the **IP Owner**) will be and remain the property of the IP Owner (or the IP Owner's Affiliate or the relevant third party, as the case may be), and the other Party will not be entitled to or claim, and will procure that its directors, employees and contractors do not claim, ownership of or any rights in the same.

4.2.3 Without prejudice to the generality of clause 4.2.2 above:

Any Intellectual Property Rights relating to the Solution are owned by the Company and /or its Affiliates and / or its licensors including without limitation any software or database owned, licensed or used by us for the purposes of providing the Solution (including the Online Platform and any data analytics or data analytics software) together with any associated documentation, manuals and in each case any Intellectual Property Rights in or relating thereto.

Any Intellectual Property Rights relating to the Solution (including any modifications or improvements thereto) discovered in the course of providing the Solution will vest exclusively in us or one of our Affiliate (without restricting your rights pursuant to clause 0).

Nothing in those General Terms and Conditions will be construed as granting any person any Intellectual Property Rights in the Company Intellectual Property Rights except for the limited use licence granted under clause 4.2.1.

4.2.4 You will not copy, modify or reverse engineer any content subject to Company's Intellectual Property Rights, or permit anyone else to copy, modify or reverse engineer any Company's Intellectual Property Rights, unless we have given you express prior permission in writing.

4.2.5 Neither Party will use any Intellectual Property Rights of the other Party (including, with respect to the Company, the Company Trademarks), whether in connection with this Individual Agreement or otherwise, except with the express prior permission in writing of the IP Owner.

4.2.6 You agree that you will not do anything that may harm our reputation, products or brands. You will immediately give us written notice of any actual, threatened or suspected infringement of our Intellectual Property Rights used in connection with this Individual Agreement of which you become aware. Should we decide to take any action against such infringement, you will provide promptly such assistance with that action as may be reasonably requested.

## Section 5 - Liability

### 5.1 Liability

5.1.1 Subject to clauses 5.1.2-5.1.4 below, each Party (Compensating Party) will compensate the other Party for any losses, in connection with these General Terms and Conditions or this Individual Agreement, caused by the Compensating Party's negligent or wilful misconduct.

5.1.2 Neither Party will be liable to the other Party for any indirect losses (including loss of profit, goodwill or reputation), even if such are reasonably foreseeable.

5.1.3 Notwithstanding any other provision in these General Terms and Conditions and to the maximum extent permitted by applicable law, the maximum aggregate liability of the Company and its Affiliates under these General Terms and Conditions and this Individual Agreement (whether for breach of contract, breach of warranty, breach of statutory duty, other tort or default) shall be limited to the Solution Price actually paid to us for the relevant Solution in the 12 months preceding the latest event giving rise to liability and in case of a Trial to the Solution Price which would have been paid for the relevant Solution had the Solution been provided on a paid-for basis.

### 5.1.4 Specific liability limitations and indemnities relating to the Solution

The Company accepts no liability in respect of, and to the fullest extent permitted by applicable law you agree to indemnify us and our Affiliates against any claims arising out of or in connection with:

- (a) your use of, or reliance on, the Solution contrary to our instructions or to these General Terms and Conditions or this Individual Agreement;
- (b) any deficiencies in Input Data provided to us under these General Terms and Conditions or this Individual Agreement, or any delay or failure to provide such Input Data;

(c) any failure by you to comply with your obligations under these General Terms and Conditions or this Individual Agreement;

## 5.2 Force Majeure

5.2.1 Neither Party will be liable for any performance delays or non-performance (other than the payment of money) due to causes beyond its reasonable control (Force Majeure Event).

5.2.2 Examples of Force Majeure Events may include (but are not limited to) fires, hurricanes, floods, storms, lightnings, droughts, earthquakes, natural disasters, epidemics, terrorist attack, war workers' strikes, lock-outs, imposition of sanctions, an embargo, compliance with new laws or regulations, currency fluctuations, failure or delay caused by any internet service provider, application, device, or system, or third party services, or any third party cyber-attack, including a denial of service attack.

5.2.3 If we are subject to a Force Majeure Event, we may reduce, suspend or cancel all or part of the Solution we are due to supply to you without any obligation to obtain all or part of the Solution from another Analysis Company. If we do obtain all or part of the Solution from another Analysis Company, then we are not obliged to provide this to you.

5.2.4 If a Force Majeure Event persists for thirty (30) days or longer, either Party may without any liability terminate this Agreement immediately with a written notice to the other Party. We will not be liable for any losses suffered by you because of such termination.

## Section 6 - Governance

### 6.1 Compliance with laws

Each Party agrees that it is familiar with and will comply with all applicable laws, governmental rules, regulations and orders.

### 6.2 Notices

Any notice given to a Party under these General Terms and Conditions or this Individual Agreement (a Notice) will only be effective if it sent to the Party's address or e-mail address specified in this Individual Agreement (or such other address or e-mail address as a Party may notify to the other from time to time in accordance with this clause). If a notice relating to a breach of these General Terms and Conditions or this Individual Agreement is sent by e-mail, it must be followed with a copy by recorded delivery mail or courier if the recipient does not respond within two business days.

### 6.3 Waiver

If a Party delays or decides not to enforce a provision, whole or in part, this does not mean that the Party has waived its right under the provision unless it expressly confirms this in writing.

### 6.4 Third party rights

No variation or termination of this Individual Agreement requires a third party's consent, including any of our Affiliates.

### 6.5 Amendment of Individual Agreements

Any amendment to this Individual Agreement will be valid only if it is in writing and signed by each of the Parties.

### 6.6 Invalidity

If any provision or part of a provision of these General Terms and Conditions or this Individual Agreement is invalid, illegal or unenforceable, the Parties will attempt to agree to change the provision in question. The remaining provisions will stay the same.

### 6.7 Entire these General Terms and Conditions

these General Terms and Conditions is made up of the following, which together form the entire agreement between the Parties:

- The Commercial Terms and
- The General Terms

If there is any inconsistency or conflict between provisions in these General Terms and Conditions, the Commercial Terms will prevail over the other terms. These General Terms and Conditions supersedes all written and oral representations and prior agreements between you and us.

### 6.8 Company trademarks

6.8.1 You agree to use Company trademarks strictly as permitted by us. You agree to comply at all times with our Brand Standards for the use of Company trademarks. You do not have any proprietary interest, title, claim, goodwill or right to/in the Company trademarks to any Solution or to use Company trademarks without our prior approval.

6.8.2 You agree:

- not to perform any act that may affect or harm our good reputation, or any of our Affiliates or their products or services or brands;

6.8.3 You will immediately discontinue any use of the Company trademarks on expiration or termination of this Agreement.

6.8.4 Where any specification has been supplied by you, you warrant that any use of that specification shall not infringe the rights of any party.

6.8.5 We do not give any warranty or condition, expressed or implied, in respect of the merchantability or fitness for purpose of any Solution supplied that has been provided in accordance with your specification.

6.8.6 You shall promptly notify us of any suspected, apparent, threatened or actual infringement of, or any actions, claims or demands or proceedings in relation to, any Company trademarks and shall render us all the assistance we may require, including the prosecution (at our expense) of any action that we deem necessary to protect or defend our rights.

### 6.9 Data, including personal data

6.9.1 Any data that you provide to us, or which relates to your account, including any Personal Data (information about identified and/or identifiable individuals) may be held, and processed by us, for our internal purposes, as required under the applicable laws and for other legitimate business purposes. This includes processing data after this Individual Agreement has ended. We may also need to complete checks to satisfy credit assessments, money laundering or fraud detection requirements. Personal Data will be processed in accordance with our Privacy Notices, available at <https://www.shell.com/privacy.html>, depending on your location and as supplemented by local or additional privacy statements.

6.9.2 We are permitted to and may disclose this data to our Affiliates and to:

- one or more financial institutions to satisfy credit assessments, for debt tracing or fraud prevention purposes;
- any guarantor or person providing security in relation to your obligations under these General Terms and Conditions;
- as required or permitted by law or any regulatory authority; or
- any person that we propose transferring any part of this Individual Agreement to.

6.9.3 If you provide any information to us which is materially inaccurate, all monies that you owe us will be due and payable immediately.

### 6.10 Anti-bribery and anti-money laundering

6.10.1 Each Party represents and warrants that, in connection with this Individual Agreement and the business resulting therefrom, it is knowledgeable about and will comply with all laws, regulations, rules and requirements relating to anti-bribery and anti-money laundering.

6.10.2 You represent and warrant to us that your payments to us shall not constitute the proceeds of crime in contravention of anti-money laundering laws. You guarantee that any payments made to us in connection with this Agreement will not constitute the proceeds of crime in contravention of anti-money laundering laws.

6.10.3 We may terminate this Individual Agreement immediately upon written notice to you, if in our reasonable judgment supported by credible evidence, you are in breach of any of the provisions of this clause and have failed to provide information demonstrating such compliance. Nothing in these General Terms and Conditions shall require a Party to perform any part of this Agreement or take any actions if, by doing so, the Party would not comply with anti-bribery or anti-money laundering laws.

6.10.4 Unless you have received the prior written consent of us, only you (and not your affiliates or a third party) shall pay the invoice from us.

### 6.11 Export control and non-diversion

6.11.1 Each Party acknowledges that it is familiar with and will comply with all applicable Trade Control Laws relating to the direct or indirect use, diversion, trade, export or re-export of the Solution. Where requested by a Party (Requestor), the other Party will supply the Requestor with such evidence as the Requestor may reasonably request to demonstrate the first Party's compliance with this section, including with respect to you, to verify the final destination of the Solution and to demonstrate that controls

are in place which actively support such compliance with applicable Trade Control Laws.

6.11.2 You may not, directly or indirectly, sell or export any of the Solution to any Restricted Party or any Restricted Jurisdiction, or for use by a Restricted Party or in a Restricted Jurisdiction, unless you obtain our consent in writing.

6.11.3 You shall ensure that the restrictions in sections G6.11.1 and G6.11.2 above are imposed on all of your direct or indirect resale customers.

6.11.4 If a Party is a Restricted Party or does not comply with subsections G6.11.1–6.11.3, or if it becomes unlawful under the Trade Control Laws for a Party to carry out any of its contractual obligations, the other Party may either suspend supply of the Solution or terminate this Agreement immediately. If supply of the Solution is suspended or if this Agreement is terminated by a Party for the reasons set out in this section, the suspending or terminating Party will not be liable to the other Party for any of its losses. If we suspend or terminate this Agreement, we will repay the money you paid us for Solution that were not delivered, unless it is prohibited by any applicable laws or regulations.

#### 6.12 ELIMINATION OF ANTISOCIAL FORCES

6.12.1 We and you hereby pledge that it or its officers (employees who execute business, directors, executive officers or persons equivalent to these) at present do not fall under any of the following items and that they do not fall under any of the following items in the future (hereafter any person who falls under any of the following items shall be referred to as "Anti-Social Forces").

- ① Bouryokudan (Bouryokudan as defined in Article 2, item 2 of the "Act on Prevention of Unjust Acts by Bouryokudan (hereinafter referred to as "Anti-Bouryokudan Act"))
- ② Bouryokudan member (meaning an Bouryokudan member as set forth in Article 2, item 6 of Anti-Bouryokudan Act);
- ③ associate member of Bouryokudan
- ④ Bouryokudan-related companies
- ⑤ A person for whom five years have not elapsed since he/she ceased to be an Bouryokudan member
- ⑥ corporate extortionist
- ⑦ Violent groups advocating social movements
- ⑧ Violent groups advocating political activities
- ⑨ Special intellectual violent groups
- ⑩ Any other person who has a close relationship with each of the preceding items.

6.12.2 In the event the other party is found to have made a false statement in connection with Clause 6.12.1, in the event the other party is found to be an Anti-Social forces, or in the event the other party engages in any of the following matters, we and you, respectively as the non-breaching party, shall be entitled to forfeit the benefit of term of any and all obligations owed by the other party, suspend performance of its obligations, and terminate this Individual Agreement without notice. The exercise of such right of termination shall not preclude the terminating party from claiming compensation for damages against the terminated party.

- ① Providing benefits to Anti-Social Forces
- ② Informing the other party that you or a related party is Anti-Social Forces either by themselves or using a third party.
- ③ Using fraudulent, violent, or intimidating words to the other party either by themselves or using a third party.
- ④ Committing any act that damages or may damage the reputation or credibility of the other party either by themselves or using a third party
- ⑤ Interfering or may interfere with the other party's business either by themselves or using a third party
- ⑥ Violation of Anti-Bouryokudan Act

Even in the event we or you loses the benefit of time, performance is suspended, or the contract is terminated pursuant to the provisions of the preceding paragraph, Shell or Distributor shall not be entitled to claim compensation for damages from the other party.

#### 6.13. Assignment

6.13.1 You may not assign any part of this Individual Agreement to a third party without our prior written consent, which we will not unreasonably refuse.

6.13.2 We may at any time assign all or any part of this Individual Agreement to our Affiliate or a third party.

#### 6.14 Confidentiality

6.14.1 Each Party will treat all information relating to the other Party and/or this Individual Agreement which it receives under this Individual Agreement or in relation to the negotiations of this Individual Agreement as confidential and will ensure that any person who receives any confidential information complies with the same obligations as set out below. For the avoidance of doubt this confidentiality obligation does not apply to Technical Data which are governed by the provisions of clause 4.1.

6.14.2 Neither Party will use the confidential information for any reason other than for these General Terms and Conditions or this Individual Agreement or disclose any of this confidential information to any person except for any of its directors or employees who need to know this information so that they can perform their duties under these General Terms and Conditions or this Individual Agreement.

6.14.3 Either Party may disclose any confidential information:

- 6.14.3.1 if required by law, or in relation to a court case;
- 6.14.3.2 to its Affiliates, professional advisers, auditors;
- 6.14.3.3 if the information has come into the public's knowledge through no fault of that Party; or
- 6.14.3.4 if the other Party has given prior written consent to the disclosure, which the other Party will not unreasonably withhold.
- 6.14.3.5 if the relevant information is developed by the receiving Party independently and not from or by using any confidential information received or obtained hereunder.

A Party disclosing information under section 6.14.3.1, may only do this if it has told the other Party that it is going to disclose the information, unless this is not permitted by law.

6.14.4 The confidentiality provisions above will continue to apply after the termination of this Individual Agreement.

#### 6.15 Language

The Parties agree they have requested that this Individual Agreement and all of its ancillary documents will be in Japanese or English  
l a n g u a g e .

#### 6.16 Suspension and termination

6.16.1 In addition to other rights and remedies under these General Terms and Conditions, either Party may terminate this Individual Agreement with immediate effect, by giving the other Party a written notice, if:

- the other Party commenced liquidation or similar process under the applicable law; or
  - the other Party's breach of any obligations is not remedied within 14 days from the receipt of notice requiring a cure.
- 6.16.2 We may terminate this Individual Agreement with immediate effect if you:
- fail to make a payment when due,
  - refuse to provide a security within 30 days upon our request according to clause 3.2.2.11.

6.16.3 In addition to our rights and remedies, if you breach any obligations under these General



Terms and Conditions or this Individual Agreement, we may suspend Solutions immediately and/or require you to pay us by a different method of payment.

6.16.4 The provisions in these Terms and Conditions meant to survive any termination of this Agreement including headed Words and phrases with Liability, Waiver, Invalidity, Company trademarks, Confidentiality, Suspension and termination, and applicable law and disputes, will survive any termination of this Individual Agreement.

#### 6.17. Relationship between the Parties

6.17.1 Nothing in this Agreement is intended to, or will be deemed to, establish any partnership or joint venture between the Parties, constitute a Party the agent, employer or employee of the other Party, or authorise a Party to make or enter into any commitments for or on behalf of the other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

6.17.2 Neither Party ,unless authorized in writing by the other party, may make any representation relating to the other Party's products or services

#### 6.18 Applicable law and disputes

These Terms and Conditions and this Individual Agreement will be governed by the laws of Japan. The United Nations Convention on the International Sale of Goods will not apply to this Agreement.

The Parties will submit to the exclusive consensual jurisdiction of the courts of Tokyo District Court.

# Definition of Terms

The following definitions apply throughout this Agreement:

**Affiliate:** with respect to either Party: any company which:

- a Party controls; or
- controls a Party; or
- is controlled by the same company which controls a Party,

and 'control' means a direct or indirect ownership interest of 50% or more of the issued voting shares or stock, having the right to vote to appoint directors of the relevant company. The term "Company Affiliate" refers to an Affiliate of the Company and "Clients Affiliate" refers to an Affiliate of the Client.

**Solution Starting Date** means the date agreed between the Parties from which the Solution will be provided

**Brand Standards:** the Company guidelines, rules, policies and standards for the use of the Company trademarks.

**Commercial Terms** means the commercial terms defined under this Agreement (in the "Commercial Terms" section) and which apply to any Individual Agreement.

**Client Infrastructure** means any assets whether tangible or intangible owned or contracted for by the Client, provided that the title has not passed and will not pass to the Company including, without limitation, machinery, plant, tools, equipment, goods, materials, supplies, systems (including IT system), employees accounts, goods or systems required for the transmission and processing of Technical Data.

**Client Infrastructure Unit** means one unit of the Client Infrastructure corresponding to the Solution Unit.

**Client Group** means the Client and its Affiliates.

**Data Feed** means a flow of data between the Client Infrastructure and the Company Infrastructure including without limitation Input Data and Output Data.

**General Terms** means the general terms defined under this Agreement (in the "General Terms" section) and which apply to any Individual Agreement.

**Group** means, with respect to a company, that company and its Affiliates.

**Input Data** means the data which may be collected from the Client or the Client

Infrastructure in relation to the provision of the Solution (including, without limitation, all forms of Company Infrastructure operating and usage data, reports, maintenance records, 3<sup>rd</sup> party analyses and telematics data)

**Intellectual Property Rights or IPR** means all patent rights, copyrights, database rights, design rights, rights to confidential information including know-how and trade secrets, inventions, moral rights, trademarks and service marks (including all applications for them and all equivalent rights worldwide, whether registered or not). It shall occur over the entire term and shall include divisions, reissues, re-examinations, continuations, partial continuations, and renewals.

**On-site Services** means any services performed at the place where the Client Infrastructure is located

**Output Data** means the information and insights generated in relation to the provision of the Solution and made available to you in accordance with these Terms and Conditions and this Individual Agreement

**Permitted Use** means for your internal business purposes.

**Purchase Order** means a written order issued as permitted under the Agreement from the Client to the Company to purchase a Solution.

**Purchase Order Form** means any Purchase Order form communicated by the Company from time to time.

**Restricted Jurisdiction:** any place declared an embargoed or restricted destination by Trade Controls Laws. Currently, those places include Iran, Sudan, Cuba, North Korea, Crimea region, Sevastopol and Syria. We may notify you of any changes to these Restricted Jurisdictions.

**Restricted Party:** a person or entity that:

- targeted by national, regional or multilateral trade or sanctions under Trade Control Laws; or
- directly or indirectly owned or controlled by or acting on behalf of such persons including (but not limited to) directors, officers or employees (including agency personnel), subsidiaries, and joint ventures).

**Solution Price** means the price for the relevant Solution as specified in the Individual Agreement.

**Solution Term** means the term during which the Solution is provided.

**Company Group** means the Company and its Affiliates.

**Company Infrastructure** means any assets whether tangible or intangible owned or

contracted for by the Company provided title has not passed and will not pass to Client.

**Outsourcing Service Provider Agreement** means any agreement(s) between the Company and a Outsourcing Service Provider relating to procurement of all or part of the Solution (the terms of which, for the avoidance of doubt, are confidential as between the parties thereto).

**Company trademarks:** any Company and Company's Affiliates registered and unregistered trademarks trade dress, service marks and colour schemes characteristic of the Company and/or its Affiliates.

**Services** means the services provided by the Company under the Commercial Terms and this Individual Agreement.

**Taxes** all taxes, duties, levies, import, export, stamp, surcharges, withholdings, deductions, or contributions that are imposed or assessed by any competent authority in accordance with applicable law.

**Technical Data** means Input Data and/or Output Data.

**Outsourcing Service Provider** means an outsourcing service involved in the provision of all or part of the Solution appointed by the Company.

**Outsourcing Service Provider Items** means any Goods and/or Services which are part of the Solution and provided by a Outsourcing Service Provider.

**Outsourcing Service Provider Warranties** means warranties in respect of all or part of the Solution under the Outsourcing Service Provider Agreement.

**Trade Control Laws:** any applicable trade or economic sanctions or embargoes, Restricted Party lists issued by the respective authorities, controls on the imports, export, re-export, use, sale, transfer, trade, or otherwise disposal of goods, services or technology, anti-boycott legislation or similar laws or regulations, rules, restrictions, licenses, orders or requirements in force from time to time, including without limitation those of the European Union, the United Kingdom, the United States of America or other government laws applicable to any of the Parties .

In these Terms and Conditions, save as expressly provided herein:

(1) a "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(2) a reference to a statute or statutory provision is a reference to it as amended, from time to time and will include all subordinate legislation made from time to time.

(3) Any words following the term “including”, “include”, “in particular”, “for example” or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition or term preceding those terms.