

**SERVICE AGREEMENT**  
**Between**  
**Japan Organization for Metals and Energy Security**  
**(JOGMEC)**  
**and**  
**XXXXXX**

DRAFT

Notes: The highlighted parts in yellow and associated blank spaces will be determined after a contractor is selected.

# SERVICE AGREEMENT

This agreement (“Agreement”) is made as of on the **XX XXXX 2026** (“Effective Date”) by and between:

Japan Organization for Metals and Energy Security, a corporation duly organised under the laws of Japan, having its registered office at 10-1, Toranomom 2-chome, Minato-ku, Tokyo, 105-0001, Japan (“Company” or “JOGMEC”) and **XXXXXXXX**, a corporation duly organized under the law of **XXXX** (“Contractor” or “**XXXX**”).

JOGMEC and **XXXXXXXX** may also be referred to individually as a “Party” and collectively as the “Parties”.

## Recitals

- A. Under a contract with The Ministry of Economy, Trade and Industry (“METI”), JOGMEC is conducting certain geophysical surveys utilizing the three-dimensional seismic survey vessel (“Vessel”) owned by JOGMEC for the purpose of activating the oil and gas exploration in the Japanese water.
- B. In relation to the survey, JOGMEC has engaged Ocean Geo Frontier Co., Ltd., a Japanese company, to operate the Vessel for data-acquisition. Additionally, JOGMEC seeks to engage a consultant to provide specific onboard and onshore consultancy services.
- C. **XXXX** possesses advanced technical expertise and the necessary professional skills to provide these services effectively.
- D. JOGMEC intends to engage **XXXX**, and **XXXX** is willing to provide these services to JOGMEC, subject to the terms and conditions outlined below.

## 1. Term and Services Provided

1. This Agreement shall commence on the Effective Date and remain in effect until 31st March 2026.
2. The Contractor shall provide to the Company the services (the “Services”) as described in Appendices 1 and 2 attached hereto. Contractor shall remain an independent contractor, and under no circumstances shall the Contractor or any of its employees, subcontractors, or agents be considered employees of the Company.
3. The Contractor agrees to provide suitably skilled and experienced employees, subcontractors, and agents to effectively perform the tasks assigned to them.
4. The Contractor shall comply with all applicable laws, rules, and regulations of any governmental or regulatory authority with jurisdiction over the provision of the Services, including any relevant labour laws.
5. If the Company requires additions or modifications to the Services, it shall provide written notice to the Contractor. Any amendments to the Services, including changes to their description or rates as outlined in Appendices 1 and 2, shall be made by mutual agreement of the Parties. Additionally, any variation to this Agreement, including changes to the scope of the Services or financial terms, shall only be valid if documented in writing and signed by authorised representatives of both Parties. In the event of any conflict, the terms and conditions set out in this Agreement shall prevail.
6. The transfer and handling of personal data between the Contractor and the Company in connection with this Agreement shall comply with the Act on the Protection of Personal Information (Law No. 57 of 2003; the “Personal Information Protection Act”) and all other applicable personal data protection laws, rules and regulations in the relevant jurisdictions.

## 2. Remuneration

1. All payments under this Agreement shall correspond to the agreed scope of Services and shall be

made in accordance with the mutually approved budget and financial provisions set forth in Appendix I.

2. Invoices for the Services performed by Contractor on a day rate basis and reimbursement for out-of-pocket expenses shall be finalized and submitted to Company by the April 3<sup>rd</sup> 10 AM Japan time. Contractor shall prepare and submit to Company the Performance Report using Form No. 1 by April 2<sup>nd</sup> (Japan time). After the review and approval of the draft invoice by Company, Contractor shall issue a final invoice no later than April 3<sup>rd</sup> 10 AM Japan time. Company shall pay the amounts payable to Contractor within 30 days of receipt of invoice, provided that the invoice for the Services performed in March 2026 which is submitted and finalized as soon as the payment is made and by the above due date (April 3<sup>rd</sup> 10 AM Japan time) with supporting documents (including vouchers and receipts for air travel, hotel and foods, etc.) attached.
3. The Company shall notify the Contractor of any invoice discrepancies within five (5) working days of receipt. Both parties shall make reasonable efforts to resolve disputed items within three (3) working days from the date of notification. For the avoidance of doubt, interest charges under Article 2.2 shall not apply to disputed portions of an invoice. Regardless, the Company shall approve and process payment for the undisputed portion within 30 days of invoice receipt.
4. Payment for the Remuneration shall be made in United States Dollars (US\$). Funds will be remitted via direct credit to XXXXXX using the following banking details:

United States Dollar Account

Name of Account:  
Bank Name:  
Bank Address:  
Sort Code:  
Account No:  
IBAN:  
Swift Code:

5. For reimbursable expenses incurred in currencies other than US Dollars, the Contractor shall apply the TTM rate published by BANK (the "Bank") or a TTM rate approved by the Company via email before issuing an invoice. The applicable TTM rate shall be the rate published on the invoice date or the date on which the Company grants prior approval. If the Bank does not publish a rate on the invoice date, the rate from the nearest preceding day shall apply. If the Bank does not publish the TTM rate for the relevant currency, the Contractor shall use the TTM rate published by a major bank in the United States. If no foreign exchange rate is available on the expenditure date, the Contractor shall apply the rate published on the invoice creation date, as provided by the Bank, the Company's approved TTM rate, or a major U.S. bank, if necessary.

### 3. Taxes and Duties

1. The Contractor is responsible for paying all taxes applicable to its income, property, equipment, and services.
2. The rates or lump sum amounts specified in Appendix I exclude any taxes imposed on the Contractor or its personnel by any government. These taxes may include, but are not limited to, corporate taxes, personal income taxes, payroll and social security taxes, sales taxes, and withholding taxes. The Company agrees to cover any such tax assessments on behalf of the Contractor.

### 4. Suspension of Performance

The Company may, at its sole discretion and at any time, temporarily suspend the performance of all or part of the Services by providing notice to the Contractor. In such an event, upon request by the Contractor, the Company shall consult with the Contractor to determine whether and how the Contractor should be compensated for any damages, losses, or expenses incurred due

to the suspension. The Company and the Contractor may also discuss potential modifications to the scope of the Services outlined in Appendix I.

## **5. Use of Contractor's Name and Logo**

1. The Company shall not use the Contractor's name or logo for any purpose without the Contractor's prior written consent, which may be granted or withheld at the Contractor's sole discretion.
2. For the avoidance of any doubt, Article 5.1. includes, but is not limited to, references to the Contractor in press releases, annual reports, and other publicly available documents.

## **6. Prohibition of Full Delegation**

The Contractor shall not delegate or transfer the entirety of its responsibilities under this Agreement to a third party. The Contractor must directly oversee and execute the agreed-upon services and shall not fully subcontract or outsource its duties without the Company's prior written approval.

## **7. Subcontracting of Services**

1. The Contractor may subcontract a portion of the Services to a third party, provided that such subcontracting does not include the planning, formulation of the entire business, or management of core aspects of the Services. Subcontracting is permitted only under the following conditions:
  - 1.1 The Contractor submits a list of proposed subcontractor to the Company, including their name, address, contract amount, and other relevant details, using Form No.2.
  - 1.2 The Company approves that Contractor's request to subcontract a portion of the Services to the specified subcontractors.
2. In such cases, the Contractor remains fully responsible for the performance and quality of the Services provided by the subcontractors.
3. The Contractor shall enter into a subcontracting agreement with the subcontractor, ensuring that its terms and conditions do not conflict with this Agreement.
4. The Contractor may appoint consultancy personnel to its team with the Company's approval. Such personnel shall not be considered subcontractors under Clauses 6 (Prohibition of Full Delegation) and 7 (Subcontracting of Services) in this agreement.

## **8. Confidentiality**

1. All information or data provided to the Contractor, or to which the Contractor is granted access, shall be treated as strictly confidential unless it is publicly available. The Contractor, including its directors, officers, employees, subcontractors, and agents, shall not disclose such information to any third parties, except for Company employees or third parties whose access is necessary for the performance of the Services.
2. The Company shall inform the Contractor if any information or data provided is original and shall confirm that at least one (1) copy of such information is retained by the Company.
3. The Contractor shall ensure that any person or entity receiving confidential information is made aware of and complies with the confidentiality obligations under this Agreement as though they were a direct party to it.
4. The Contractor shall use confidential information exclusively for the performance of the Services and shall not use it for any other purpose, whether commercial or otherwise, including in relation to buying or selling of stocks and shares.
5. Without the Company's prior agreement, the Contractor shall not use, reproduce, copy, disclose, share, or allow third parties to access any Company-related information concerning the Services, except as expressly permitted under this Agreement.
6. The Contractor shall not, unless otherwise agreed by the Company, make copies of any

confidential information, or authorize others to do so, except for copies necessary for the performance of the Services.

7. Without the Company's prior written consent, the Contractor shall not engage in any discussions regarding confidential information with any Company employee or third party connected to the Company's business unless such discussions are essential for the performance of the Services.
8. Upon completion of the Services, and upon written request from the Company, the Contractor shall return all confidential information and data provided by the Company at the Company's expense. The Contractor shall provide written confirmation of the return.
9. Notwithstanding the above, the Company acknowledges that the Services performed by the Contractor shall be credited to the Contractor, and reports and documents prepared during the Services shall bear the Contractor's logo and address alongside the Company's. However, such reports and documents shall be presented as official Company materials.
10. All enhancements to the Contractor's pre-existing intellectual property, including software and methodologies, shall remain the property of the Contractor. The Contractor may disclose such enhancements to the Company for its internal use. Any disclosure to third parties by the Company shall require the Contractor's prior written consent.

## **9. Insurances Requirements**

The Contractor shall, at its own expense, maintain all necessary insurance coverage for the duration of this Agreement. This includes, but is not limited to, Public Liability insurance and statutory Workers' Compensation insurance, ensuring comprehensive protection against its liabilities.

## **10. Control of Property**

1. The Contractor shall manage the property acquired through the implementation of the Services ("Acquired Property") with the diligence and care expected of a prudent manager, even after the completion of the Services. The Contractor shall dispose of the Acquired Property in accordance with the Company's instructions.
2. The Contractor shall maintain a written ledger documenting all Acquired Property and shall submit a written list of the Acquired Property along with the performance report after the completion of the Services. However, if the Company provides alternative instructions, the Contractor shall comply accordingly.

## **11. Definition of Intellectual Property Rights**

1. The term "Intellectual Property Rights" as used in this Agreement shall mean the following:
  - 1.1 Patent rights, the right to obtain a patent registration, utility model rights, the right to obtain a utility model registration, design rights, the right to obtain a design registration, layout-design exploitation right of semiconductor integrated circuits, right to obtain a registration of a layout-design exploitation rights of semiconductor integrated circuits, the right to obtain a registration for layout-design exploitation rights of semiconductor integrated circuits, breeder's rights, the right to obtain a variety registration as stipulated in Article 3 of the Plant Variety Protection and Seed Act (Law No. 83 of 1998), and equivalent rights in a foreign country (collectively, "Industrial Property Rights");
  - 1.2 Copyright (including all rights stipulated in Articles 21 to 28 of the Copyright Law (Law No. 48 of 1970), as well as equivalent rights in foreign countries) ("Copyright").
  - 1.3 The right to use technical information that is proprietary and can be kept confidential ("Know-how").
2. In this Agreement, "inventions, etc.," shall refer to the following:
  - (1) Inventions;
  - (2) Ideas;
  - (3) Designs and their creation;

- (4) Layout-designs of semiconductor integrated circuits and creation as stipulated in Article 2(2) of the Act on Layout-Design of Semiconductor Integrated Circuits (Law No. 43 of 1985) ;
  - (5) Varieties and their breeding as stipulated in Section 2(2) of the Plant Variety Protection and Seed Act;
  - (6) Copyrighted works and their creation; and
  - (7) Know-how and proposals.
3. In this Agreement, “Exploitation” of Intellectual Property Rights shall refer to: The acts stipulated in Article 2(3) of the Patent Act (Law No. 121 of 1959), Article 2(3) of the Utility Model Act (Law No. 123 of 1959), Article 2(3) of the Design Act (Law No. 125 of 1959), Article 2(3) of the Act on Layout Design of Semiconductor Integrated Circuits, Article 2(5) of the Plant Variety Protection and Seed Act, the acts of exploiting copyrighted works under all rights stipulated in Articles 21 to 28 of the Copyright Law, and the acts of using Know-how.

## **12. Ownership of Intellectual Property Rights**

- 1. The Company will not acquire any intellectual property rights from the Contractor related to the results of the Services if, on the execution date of this Agreement, the Contractor submits written confirmation to the Company that it will comply with the following provisions:
  - 1.1 If any inventions, etc., arise from the results of the Services, the Contractor shall promptly report them to the Company in accordance with Article 14.
  - 1.2 If METI determines that granting access to such intellectual property rights is necessary for the public interest and submits a request stating the reasons, the Contractor shall grant METI the right to use the intellectual property rights free of charge.
  - 1.3 If an intellectual property right remains unexploited for a considerable period without justifiable cause, and METI finds it necessary to promote its use and issues a request with reasons, the Contractor shall grant a designated third party the right to exploit the intellectual property right.
  - 1.4 If the Contractor transfers intellectual property rights to a third party other than METI or grants an exclusive license (including a provisional exclusive license) or exclusive exploitation rights, or consents to the establishment or transfer of any right for exclusive use in Japan (“establishment, etc., of an exclusive license, etc.”), prior approval from METI must be obtained—except in the following cases:
    - (a) Transfer of intellectual property rights or exclusive licenses to a subsidiary (as defined in Article 2(iii) of the Companies Act) or a parent company (as defined in Article 2(iv) of the Companies Act);
    - (b) Transfer of intellectual property rights or exclusive licenses to an approved Technology Licensing Organization (TLO), including entities that have obtained approval for changes under Article 5(1) or Article 11(1) of the Act on Promotion of Transfer of Technology Results at Universities, etc., to Private Business Operators (Law No. 52 of 1998);
    - (c) Transfer of intellectual property rights or exclusive licenses to a union member by a technology research union.
- 2. If the Contractor does not submit the required document as outlined in the preceding paragraph, METI shall acquire the intellectual property rights from the Contractor.
- 3. If METI determines that any provisions in Paragraph 1 have not been met despite the Contractor’s submission, and no justifiable grounds exist for non-compliance, the Contractor shall assign the relevant intellectual property right to METI free of charge.

## **13. Acts of Use of Results**

- 1. Notwithstanding Paragraph 1 of the preceding Article, the Contractor shall be deemed to have granted METI the right to use and license to third parties any Copyrights pertaining to copyrighted works delivered through the Services, to the extent necessary for METI’s exploitation of such works.
- 2. The Contractor shall not exercise the moral rights of the author concerning the use of the

copyrighted works by METI or any third party. Additionally, if the author of the copyrighted work is a person other than the Contractor, the Contractor shall take the necessary measures to prevent the author from exercising their moral rights.

3. When publicly disclosing copyrighted works resulting from the Services or any derivative works thereof, the Contractor shall clearly indicate that the work originates from the Services.

### **13-2. Prevention of Unauthorized Leakage of the Result of the Services**

1. The Contractor shall take all necessary measures to prevent unauthorized leakage of the results of the Services to third parties, including, but not limited to, confidentiality agreements and post-retirement arrangements for its employees.
2. The Contractor shall promptly report to the Company any instance of unauthorized leakage of the results of the Services to a third party and shall take appropriate remedial action, including legal proceedings against the responsible party.

### **14. Report on Intellectual Property Rights**

1. The Contractor shall establish a policy regarding the acquisition, concealment, and publication of inventions, etc., related to the results of the Services, and shall submit a written report of this policy to the Company. When the Contractor obtains an invention, etc., related to the results of the Services, it shall report the details, its intended treatment, and the reasons in writing to the Company before filing an application or making the invention public.
2. The Contractor shall submit to the Company a written notice of application for industrial property rights within 60 days from the date of filing (or within 90 days for applications filed in foreign countries) if it has filed an application related to the results of the Services.
3. When filing a patent application, utility model registration, or design registration in Japan, the Contractor shall state, in accordance with Article 23(6) of the Ordinance for Enforcement of the Patent Act, that the application pertains to the results of research commissioned by the national government of Japan. The following is an example description to be included in the application: "Patent applications pertaining to the results of commissioned research by the national government of Japan, etc. (Reiwa \*\* Fiscal Year, commissioned research by the Ministry of Economy, Trade and Industry, patent applications to which Article 17 of the Industrial Technology Enhancement Act (Law No. 44 of 2000) applies)."
4. When the Contractor obtains registration of an industrial property right, it shall submit a written notice to the Company within 60 days from the date of registration (or within 90 days if registered in a foreign country).
5. The Contractor shall submit to the Company a written notice of copyrighted work for any work prepared and delivered to the Company within 60 days after the delivery of the copyrighted work.
6. If the Contractor implements industrial property rights related to the results of the Services or grants a license to a third party (excluding cases specified in Article 16(4)), it shall submit a written notice of industrial property right license to the Company within 60 days of the implementation (or within 90 days for foreign implementations).
7. Upon request from the Company, the Contractor shall provide a written report detailing the implementation status and licensing of intellectual property rights other than industrial property rights related to the results of the Services.

### **15. Transfer of Intellectual Property Rights**

1. When transferring intellectual property rights related to the results of the Services to a third party other than METI (except when transferring Copyrights to a publisher for publication of the results, as specified in Article 22(3)), the Contractor shall ensure that the third party agrees not to interfere with the application of Articles 12 to 18.
2. Before making such a transfer, the Contractor shall submit a written application for approval to METI through the Company and obtain METI's prior approval. However, this requirement shall

not apply to transfers made through a merger or split or those falling under Paragraphs 1(4)(a) to (c) of Article 12.

3. If the third party receiving the intellectual property rights is a subsidiary or parent company of the Contractor (limited to cases where such an entity exists outside Japan), the Contractor shall notify METI through the Company prior to the transfer and coordinate necessary arrangements between METI and the Contractor.
4. Upon making the transfer, the Contractor shall submit a written notice of transfer to METI through the Company within 60 days (or within 90 days if the transfer occurs in a foreign country).
5. In cases where the Contractor has transferred intellectual property rights as described in Paragraph 1, the recipient of the rights shall comply with the provisions of Article 12(1), Article 12(3), and Articles 13 to 18 regarding intellectual property rights.

## **16. License of Intellectual Property Rights**

1. If the Contractor grants a license to a third party other than METI for intellectual property rights related to the results of the Services, it shall ensure that the third party undertakes the license in a manner that does not impede the application of Articles 12, 13, this Article, and Article 18.
2. If the Contractor grants an exclusive license or similar rights to a third party other than METI for intellectual property rights related to the results of the Services, it shall submit a written application for approval to METI through the Company before establishing such a license and obtain METI's prior approval. However, this requirement shall not apply to transfers made through a merger or company split or those falling under Paragraph 1(4)(a) to (c) of Article 12.
3. If the third party receiving the exclusive license or similar rights is a subsidiary or parent company of the Contractor (limited to cases where such entities are located outside Japan), the Contractor shall notify METI prior to the transfer and coordinate necessary arrangements between METI and the Contractor.
4. Once an exclusive license or similar rights have been established under Paragraph 2, the Contractor shall submit a written notice of establishment to METI through the Company within 60 days from the date of establishment (or within 90 days if established in a foreign country).

## **17. Waiver of Intellectual Property Rights**

If the Contractor intends to waive its intellectual property rights related to the results of the Services, it shall submit a written notice of waiver to the Company before executing the waiver.

## **18. Designation of Know-How**

1. METI and the Contractor shall promptly designate Know-how related to the results of the Services through due consultation and submit it to METI via the Company.
2. The Contractor shall submit the designated Know-how separately from the report on the results of the Services, in accordance with METI's instructions.
3. When designating Know-how, the period during which it must remain confidential shall be clearly indicated.
4. The confidentiality period established in the preceding paragraph shall be determined through discussions between METI and the Contractor and shall, in principle, last five (5) years from the day following the completion of the Services. However, if necessary after the designation, this period may be extended or shortened through further discussions between METI and the Contractor. During the confidentiality period, METI shall not disclose or publish the Know-how to any third party without the Contractor's written consent, and likewise, the Contractor shall not disclose or publish the Know-how to any third party without METI's written consent.
5. Upon submission of Know-how by the Contractor pursuant to Paragraph 2, METI shall properly store it in a secure location to prevent unauthorized access or leakage of confidential information.

## **19. Management of Intellectual Property Rights**

1. In cases falling under Article 12(2), the Contractor shall carry out the following procedures in the name of METI for inventions, etc., related to the results of the Services:
  - 1.1 For patent rights, utility model rights, design rights, or breeder's rights, the Contractor shall undertake the necessary procedures from the filing of the application until the registration of the established right.
  - 1.2 For layout-design exploitation rights of semiconductor integrated circuits, the Contractor shall complete the necessary procedures from the filing of the application until the registration of the established right.
2. In the circumstances described in Paragraph 1, when the registration of industrial property rights pertaining to the results of the Services is completed in Japan (or, in the case of foreign industrial property rights, once the registration is completed in the respective foreign country), METI shall reimburse the Contractor for all expenses associated with filing, submitting applications for industrial property rights, requesting examinations, and registering the industrial property rights.

## **20. Development of Provisions on Employee Inventions**

In accordance with the Japanese version of the Bayh-Dole System (Article 17 of the Industrial Technology Enhancement Act), which stipulates that inventions, etc., resulting from this Agreement belong to the Contractor as the entrusted party, the Contractor shall, if inventions, etc., are produced by its employees or executives ("employees, etc.") as a result of the commissioned work and such inventions arise from duties performed by the employees, etc., promptly enter into a contract with them or establish employment regulations to ensure that the intellectual property rights related to such inventions belong to the Contractor.

However, this requirement shall not apply if the Contractor has already entered into an agreement with its employees, etc., requiring them to transfer intellectual property rights to the Contractor, or if existing employment regulations already provide for such ownership, and these provisions are applicable to the Services.

## **21. Use of Intellectual Property**

The Contractor shall be fully responsible for the use of intellectual property rights or any other rights belonging to third parties.

## **22. Reporting in the Event of a Merger, Company Split, or Acquisition**

1. If the Contractor undergoes a merger, company split or becomes a subsidiary of a third party other than the Company (including cases where the Contractor's parent company changes, as specified in Paragraph 3(1)), it shall promptly report this to the Company.
2. In such cases, if METI determines that there is a risk that the results of the Services will not be effectively utilized in business activities, from the perspective of contributing to the sound development of the national economy, the Contractor shall grant a license to a person designated by METI to enforce the intellectual property rights related to the results of the Services.
3. When transferring intellectual property rights related to the results of the Services to a third party other than METI, the Contractor shall ensure that the transferee complies with all of the following provisions:
  - 3.1 In the event of a merger, company split, or becoming a subsidiary of a third party other than METI, the Contractor shall promptly notify METI.
  - 3.2 If METI determines, from the perspective of the sound development of the national economy, that there is a risk the results of the Services will not be effectively utilized in business activities, METI shall designate a party to enforce the intellectual property rights related to the results of the Services.
  - 3.3 When transferring intellectual property rights to a third party, the Company shall require the

transferee to comply with all provisions of this paragraph.

### **23. Compliance with the Basic Policy on Intellectual Property Management**

1. The Contractor shall comply with the Basic Policy on Intellectual Property Management as established by METI.
2. On the date of execution of this Agreement, the Contractor shall prepare a written agreement detailing the handling of intellectual property rights among all business participants—including the Contractor, subcontractors, and sub-subcontractors—and submit it to METI through the Company. However, if the Contractor is the sole participant in the project, preparing and submitting a notification of such an agreement shall not be required.
3. On the date of execution of this Agreement, the Contractor shall establish an Intellectual Property Management Committee among business participants, develop operational rules for the committee—including deliberation processes, resolution methods, membership structure, and other governance matters—and submit a written notification to METI through the Company. However, if the Contractor is the sole participant in the project, submitting a notice of the establishment of the Intellectual Property Management Committee shall not be necessary.

### **24. Matters for Cooperation**

The Contractor shall cooperate with METI, at its own cost and expense, in the preparation of materials, provision of information, responses to hearings, and attendance at committees related to the following:

- (1) Surveys on the status of intellectual property rights usage,
- (2) Interim evaluations,
- (3) Evaluations conducted upon completion,
- (4) Follow-up evaluations, and
- (5) Follow-up surveys of intellectual property rights.

#### **24-2. On-site Inspections**

1. If the Company determines that an investigation is necessary to assess the implementation of the Services and determine the amount to be paid, it may require the Contractor or its officials to examine records, books, and other relevant materials related to the Services, as well as question relevant individuals at the Contractor's offices, workplaces, or other locations.
2. If deemed necessary to ensure the proper performance of this Agreement, the Company may, in addition to conducting on-site inspections as outlined in the previous paragraph, perform on-site inspections of business participants in the presence of the Contractor. In such cases, the Contractor shall take all necessary measures to ensure that project participants consent to the Company's inspections.

### **25. Proprietary Rights of Intellectual Property**

1. All intellectual property rights related to the Deliverables specified in Appendix I, as well as any intellectual property rights acquired or developed in connection with or as a result of the Services, shall be owned by the Company. The Contractor agrees to waive and not exercise any moral rights of the author it may hold and shall ensure that no other person exercises such rights over any document or material submitted to the Company.
2. The Contractor warrants that the provision of Services, including the Company's receipt and use of Deliverables, does not infringe or violate any third party's rights, including copyrights and other intellectual property rights.
3. If a claim or lawsuit is brought against the Company alleging that the Services, including the use of Deliverables, infringe upon a third party's intellectual property rights, the Contractor shall take all necessary steps as reasonably requested by the Company to support its defense. Additionally, the

Contractor shall indemnify the Company against any and all damages arising from such claims or lawsuits.

## **26. Information Security**

1. The Contractor shall submit all required information, documents, and compliance materials related to the information security system, including the provisions outlined in Articles 26(2) to 26(11), 27, and 27-2, using Form No. 3. This submission shall occur after presenting the materials to the Company and obtaining its approval, promptly following the execution of this Agreement. However, if the information security system has already been submitted and approved before the Agreement's execution, this requirement shall not apply. The Contractor shall periodically report in writing to the Company on the implementation status of security measures. Any changes to these must be submitted to the Company for prior consent. If the Company and the Contractor identify inadequacies through discussions, the Contractor shall promptly consult with the Company and take necessary corrective measures.
2. The Contractor shall implement security measures to mitigate vulnerabilities in software, computers, and other systems used for the Services. These measures shall include protections against unauthorized programs, service attacks, targeted attacks, access control violations, and information leakage. Additionally, the Contractor shall provide information security training to employees involved in the Services throughout the term of the Agreement.
3. The Contractor shall exercise caution in handling information obtained during the implementation of the Services, including reproducing such information on paper or electronic media. Prior approval from the Company is required before transferring information onto METI computers or other reproduction-enabled equipment. Even in such cases, Contractor shall not reproduce information without the Company's explicit permission. After completing work, Contractor shall verify the deletion of all transferred information in a manner that allows the Company to confirm its removal.
4. The Contractor shall not reproduce any Service-related information (on paper or electronic media) outside METI without the Company's permission. Upon completion of the Services, Contractor shall verify that all reproduced information has been erased from any device, allowing the Company to confirm compliance.
5. If the Contractor terminates or cancels the Services, all information obtained during implementation—including paper or electronic reproductions—must be returned, destroyed, or erased. In doing so, the Contractor shall ensure confirmation by the Company.
6. The Contractor shall not disclose or repurpose METI's confidential business information gained through the Services, both during and after the term of this Agreement. If the Contractor must share METI or Company-related information with external parties, it shall assess the risks of improper handling and obtain prior approval from the Company. Additionally, the Contractor shall specify precautions required for information handling.
7. The Contractor shall submit a security action plan to the Company outlining steps to be taken in case of an information security breach or suspected breach. If an employee identifies a security risk, they shall immediately report the issue to the Company and follow instructions after discussions regarding investigations and corrective actions.
8. To ensure comprehensive information security compliance, the Contractor shall adhere to the Common Standards for Cybersecurity Measures for Government Agencies and Related Agencies, etc. (Fiscal Year 2023 edition), METI's Information Safety Control Regulations (2006/03/22 shi No. 1), and METI's Information Safety Control Standards (2006/03/24 shi No. 1) (collectively, the "Standards").
9. The Contractor shall undergo information security audits, management audits, or penetration tests conducted by METI or the National Center of Incident Readiness and Strategy for Cybersecurity and respond to any issues identified.
10. The Contractor shall limit the number of personnel involved in the Services. Furthermore, the Contractor shall submit details regarding its directors, capital-related matters, the location of Service execution, personnel affiliations, expertise (including information security qualifications

and training), past performance, and nationality to the Company. If employees change during the Services, the Contractor must update and resubmit personnel information in advance.

## **27. Establishment and Operation of Secured Information Systems (Including External Websites)**

1. If the Contractor operates a server or similar infrastructure, it shall collect vulnerability information on software, including the operating system (OS) and middleware. The Contractor shall promptly apply critical security updates, considering the business impact, when such updates are released. If constructing a website, the Contractor shall conduct platform diagnostics—including port scanning and vulnerability assessments—at least once annually during operations and before launching the website. If vulnerabilities are detected, the Contractor shall take appropriate remedial measures.
2. When establishing or operating a website, the Contractor shall implement secure encryption measures such as Transport Layer Security (TLS) (formerly SSL) to prevent data interception or tampering during Internet communications. Additionally, the Contractor shall ensure users can verify that the website belongs to a legitimate entity. The Contractor shall only use digital certificates issued by recognized certification authorities to verify the server's authenticity without requiring users to install root certificates manually.
3. If constructing or modifying a website, the Contractor shall adhere to the latest "How to Create a Secure Website" guidelines ("Creation Methods") published by the Information-technology Promotion Agency (IPA). Prior to launching or modifying web applications—or upon detecting new cybersecurity threats—the Contractor shall conduct a vulnerability assessment (web application security audit) as outlined in the Creation Methods. If vulnerabilities are identified, the Contractor shall implement necessary security measures and submit a compliance checklist to the Company. If the Company issues instructions based on the checklist review, the Contractor shall comply accordingly.
4. When establishing or operating systems—including websites or electronic mail transmission systems—the Contractor shall exclusively use the ".go.jp" domain name, which verifies the system belongs to an official governmental entity.

### **27-2. Information Security Measures for Information Systems**

1. The Contractor shall implement the following security measures throughout the lifecycle of information systems, including their design, construction, operation, maintenance, and disposal, as well as during the procurement and manufacturing of hardware and software (e.g., computers, embedded systems, communication line devices, and electromagnetic recording media):
  - 1.1 The Contractor shall ensure that all processes are managed under a comprehensive quality assurance system, preventing unintended modifications and unauthorized access to METI's confidential information. Furthermore, the Contractor shall submit documentation verifying the control procedures and quality assurance system.
  - 1.2 If irregularities such as unintended changes are detected in information systems or related equipment, the Contractor shall cooperate with METI to conduct investigations and corrective measures, including follow-up assessments and on-site inspections. Additionally, the Contractor shall provide documentation proving the appropriateness of these procedures.
  - 1.3 The Contractor shall install anti-malware software with capabilities to detect both known and unknown malware and prevent its execution. Additionally, the Contractor shall implement the following security measures:
    - (a) Ensure the anti-malware software remains continuously updated by configuring automatic updates.
    - (b) If the anti-malware software relies on definition files, configure the system to keep these files updated at all times.
    - (c) Restrict administrative privileges for modifying anti-malware settings—only the system

- administrator shall have authority to make changes, and such authority shall not be granted to system users.
- (d) Configure the anti-malware software to conduct regular and automated scans of all files to detect potential threats.
  - (e) Consider deploying Endpoint Detection and Response (EDR) software to monitor terminal and server activities, detect potential security threats, and promptly isolate any compromised devices from the network.
- 1.4 The Contractor shall promptly report to the Company any changes made to the information system resulting from the implementation of information security measures. Additionally, when transferring the system from the construction phase to the operation and maintenance phase, or to other business entities, the Contractor shall ensure that all necessary security measures are included in the transferred items.
- 1.5 The Contractor shall not use software that is unsupported, has expired support, or is scheduled to expire during the term of the outsourced services. Likewise, the Contractor shall not assume reliance on such software for any operations. Furthermore, the Contractor shall:
- (a) Maintain a control ledger documenting the software name, version, and installation location.
  - (b) Collect information on software vulnerabilities, including expiration dates, and provide this data to the Company.
  - (c) Develop a vulnerability mitigation plan upon obtaining relevant security information and implement necessary countermeasures only after receiving confirmation from the Company.
- 1.6 If the information system includes email transmission and reception functions, the Contractor shall implement the following security measures:
- (a) Prevent email spoofing by configuring Sender Policy Framework (SPF).
  - (b) Ensure secure email communication between servers using SMTP with TLS (SSL).
  - (c) Implement encryption and digital signature measures such as S/MIME to enhance security.
2. If the Contractor utilizes cloud services provided by private entities for an unspecified number of users—where access is granted solely through acceptance of standardized terms and conditions—the Contractor shall not use such services for handling confidential information. The Contractor shall adhere to the Standards, including implementing measures against unauthorized access as stipulated therein. When procuring cloud services for handling confidential information in performing the Services, the Contractor shall, in principle, select services from the “ISMAP Cloud Service List”<sup>1</sup> or the “ISMAP-LIU Cloud Service List” under the Information system Security Management and Assessment Program (ISMAP). If no suitable cloud services are available from these lists, the Contractor shall either use cloud services provided by the Company or obtain prior written approval from the Company by submitting an application for authorization to use cloud services outside the ISMAP-approved lists. Before utilizing cloud services, the Contractor shall:
- (1) Assess the risks associated with their use based on the service conditions;
  - (2) Confirm that the identified risks are acceptable;
  - (3) Obtain approval from the Company before proceeding;
  - (4) Specify precautionary measures for secure usage;
  - (5) Monitor and manage the usage of such services.
3. When the Contractor procures services for developing websites or application content (a generic term including application programs and web content), it shall implement the following measures to ensure users’ information security is not compromised:
- 3.1. The Contractor shall ensure that all websites and application content provided are free of malware by implementing the following security protocols:
- (a) Prior to deployment, all websites and application content shall be scanned using anti-malware software to confirm the absence of malware.

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<sup>1</sup> Notes: ISMAP Cloud Service List: [https://www.ismap.go.jp/csm?id=cloud\\_service\\_list](https://www.ismap.go.jp/csm?id=cloud_service_list)

- (b) Application programs shall be thoroughly reviewed to ensure they do not contain any program code that violates application specifications.
- (c) The HTML source code of the website or application content shall be inspected to confirm that it does not include functions that automatically access external servers outside METI in violation of specified security protocols.
- 3.2. The Contractor shall ensure that websites and application content do not contain security vulnerabilities that could compromise user data or system integrity.
- 3.3. Content shall not be provided in an executable program format unless no other feasible method of delivery exists.
- 3.4. Whenever applicable, the Contractor shall ensure that website or application content can be verified as genuine and free from tampering using methods such as digital certificate signatures. If the Government Public Key Infrastructure (GPKI) is available, digital certificates issued by GPKI shall be used to sign the website or application content.
- 3.5. The Contractor shall define a deployment method for websites and application content that does not require users to modify settings in a manner that lowers their security posture, such as forcing them to use outdated or vulnerable operating systems and software.
- 3.6. The Contractor shall ensure that websites and application content do not include functions that automatically generate access outside METI or transmit users' personal information to third parties without consent. If such functions are necessary for system operations, the Contractor shall first verify that external access complies with information security best practices. Additionally, the Contractor shall prominently disclose details on automatic access, data sharing with third parties, instructions for disabling such access, and other privacy-related matters in the privacy policy posted by the Company.

## **28. Personal information**

- 1. The Contractor shall handle Personal Information (as defined in Article 2, Paragraphs 1 and 2 of the Personal Information Protection Act (Law No. 57 of 2003; the "Personal Information Protection Act")), as well as Pseudonymized Information, etc., of Administrative Organizations (as prescribed in Article 121 of the Personal Information Protection Act) ("Personal Information, etc."), with the due care of a good manager and in good faith.
- 2. If the Contractor subcontracts the handling of personal information to a third party, it must obtain prior approval from the Company. The Contractor shall require the third party to implement the same security and data protection measures mandated by the Company to ensure proper management of Personal Information, etc. Additionally, the Contractor shall enter into a formal written agreement with the third party, requiring compliance with these measures. This requirement applies to any changes in the initially approved third party, as well as any subsequent re-entrustment by an approved third party. In cases where an approved third party further subcontracts the handling of Personal Information, etc., the same approval and compliance obligations shall apply. Any third party engaged through initial or subsequent re-entrustment under this provision shall be referred to as the "Re-entrusted Party."
- 3. When the Contractor intends to obtain approval as set forth in the preceding paragraph, it shall submit a written application to the Company in advance, detailing the proposed re-entrustment of business activities involving the handling of Personal Information, etc. The Company reserves the right to impose conditions on its approval as it deems necessary.
- 4. The Contractor shall not conduct any of the acts listed below unless explicitly authorized in writing by the Company:
  - 4.1 Providing Personal Information, etc., deposited by the Company to a third party (excluding an approved Re-entrusted Party that has agreed to the document set forth in the preceding paragraph) or disclosing its contents.
  - 4.2 Using, duplicating, or altering Personal Information, etc., beyond the scope of the purpose of use specified by the Company (or the purpose of this Agreement, unless otherwise expressly stated).
  - 4.3 Utilizing personal information collected or created by the Contractor in connection with

- the Services for any purpose beyond the scope authorized by the Company (or the purpose of this Agreement, if not otherwise expressly stated).
5. When handling Personal Information, etc., in the Services, the Contractor shall submit documentation to the Company specifying necessary information, including:
    - (1) The control system and implementation framework of the designated responsible persons and business operators.
    - (2) Inspection procedures for managing Personal Information, etc., ensuring compliance and oversight.
    - (3) Measures for proper management of Personal Information, etc., including safeguards against leakage, loss, or damage.
    - (4) Compliance reports detailing the handling of Personal Information, etc., by subcontractors, including subcontractors.
  6. The Company may, when necessary, conduct investigations to verify proper management of Personal Information, etc., at the Contractor's offices, workplaces, or any relevant sites, including those of any Re-entrusted Party. If deficiencies are identified, the Company may issue corrective instructions, which the Contractor must implement.
  7. Upon completion of the contract work related to the Services or upon termination of this Agreement, the Contractor shall promptly return or securely destroy all paper and electronic media containing Personal Information, etc., deposited by the Company, including copies thereof. Such destruction shall be carried out through secure methods, including shredding, melting, or burning. The Contractor shall submit a written return or disposal report to the Company unless otherwise instructed.
  8. If the Contractor becomes aware of any security incident involving leakage, loss, damage, unauthorized use, or any other violation concerning Personal Information, etc., deposited by the Company, it shall immediately:
    - (1) Take necessary containment measures to prevent further damage at its own cost and responsibility.
    - (2) Report to the Company the nature of the violation, scope of any damage, recovery measures, and any responses issued to affected individuals.
    - (3) Comply with all additional reporting and corrective instructions provided by the Company.
  9. In addition to handling Personal Information, etc., deposited by the Company, the Contractor shall manage all personal data collected or created in connection with the Services in strict compliance with the Personal Information Protection Act. The Contractor shall also adhere to any additional instructions issued by the Company regarding such personal data.
  10. In the event of a personal data security breach—including leakage, loss, damage, or unauthorized use—attributable to the Contractor or a Re-entrusted Party, the Contractor shall be fully liable for compensating the Company and any affected third parties for all resulting damages. The provisions of this Agreement, which stipulate obligations related to damage compensation, shall not limit or exclude the Contractor's responsibility for violations of other contractual provisions, including breaches committed by a Re-entrusted Party.
  11. The obligations contained in this article shall remain in effect even after the completion of the Services or termination of this Agreement, ensuring continued protection of Personal Information, etc., entrusted to or acquired by the Contractor or any Re-entrusted Party in connection with this Agreement or related re-entrusted operations.

## **29. Liabilities and Indemnities**

1. The Contractor shall indemnify, defend, and hold harmless the Company from and against any claim, demand, loss, damage, or expense arising out of or in connection with the performance of the Services, where such claim, demand, loss, damage, or expense relates to:
  - 1.1 Loss or damage to the property of the Contractor.
  - 1.2 Personal injury, including fatal injury and/or disease to the Contractor's personnel, however caused, arising in connection with the performance of the Services.Provided that the indemnity shall be reduced to the extent that such personal injury (including

- death or disease), or loss of, or damage to, property was caused by the negligence, breach of statutory duty, or breach of this Agreement by the Company, its employees, servants, or agents.
- 2 Notwithstanding anything to the contrary expressed herein, the Company shall indemnify and keep indemnified the Contractor, its directors, and consultants in respect of any claim, action, loss, damage, cost, or expense arising out of:
    - 2.1 damage to or loss of any reservoir or production formation
    - 2.2 injury to, destruction of, loss or impairment of any property right in or to oil, gas or other mineral substance or water
    - 2.3 damage to or loss of any well or hole.
    - 2.4 pollution due to blow-out or loss of control (including control and removal of the pollutant involved).
    - 2.5 costs and expenses of killing or bringing under control any wild well, including the cost of removal of debris caused by such wild well.
    - 2.6 loss or damage to drilling tools in the hole or in the drill string below the rotary table.
  - 3 Subject to the express provisions of this Agreement, the Company and the Contractor agree that they shall not, under any circumstances, be liable to one another for consequential damages, including but not limited to indirect losses and loss of revenue, profit, or anticipated profits, whether or not due in whole or in part to the negligence or breach of duty (statutory or otherwise) of the other Party.
  - 4 For the purposes of this Article (Article 29), the benefit of any indemnity granted in favor of either the Company or the Contractor shall extend to their respective consultants, subcontractors, joint venture partners, associates, affiliates, and agents. Either Party shall have the right to initiate proceedings in its own name to enforce indemnities granted to any of the aforementioned persons or entities. The indemnities set forth in Articles 29.1 through 29.5 shall survive the termination of this Agreement.
  - 5 Notwithstanding any provision to the contrary in this Agreement, the Contractor's liability in connection with this Agreement, whether arising in contract, tort, negligence, breach of statutory duty, or otherwise (excluding liability for personal injury or death), shall not exceed an amount equal to 100% of the total fees payable to the Contractor under this Agreement.

### **30. Health, Safety & Environment (HSE)**

The Contractor is committed to adhering to established industry standards and making reasonable efforts to provide and maintain a healthy, safe, and environmentally responsible working environment for its personnel, while ensuring the same standards are applied on behalf of the Company. Accordingly, the Contractor requires the Company's agreement to:

- (1) Comply with all relevant obligations under the Occupational Safety and Health Act, applicable regulations, and approved Codes of Practice.
- (2) Take all reasonably practicable measures to eliminate hazards and control risks to health and safety at the Company's office or any designated location for the Services (excluding Contractor offices) where the Services are performed ("Workplace").
- (3) Promptly notify the Contractor of any fundamental changes to the Workplace, work practices, procedures, plant, equipment, or substances that could impact the safety and health of the Contractor's personnel.
- (4) Provide prior notification to the Contractor regarding any fundamental changes to the Services or Workplace.
- (5) Ensure that the Contractor's personnel receive specific information, instruction, and training necessary for them to safely perform the Services and manage Workplace safety.

In the absence of guidance from the Company on these matters, the Contractor's standard safety procedures shall apply.

### **31. Emergency Response / Evacuation**

- I To the extent practicable, the Company shall integrate the Contractor's personnel into its

Emergency Response and Evacuation plans. The Company shall provide briefings to the Contractor's employees regarding their specific responsibilities, key contacts, and required compliance measures to align with the Company's emergency protocols.

2. The Company shall reimburse the Contractor for all reasonable and necessary costs incurred in maintaining the continuity of Services and/or evacuating the Contractor's employees, as deemed appropriate by both the Company and the Contractor. Such reimbursement shall also cover costs associated with evacuation directives issued by other relevant authorities, including Embassies, National, Regional, or Local Governments.

### **32. Waiver**

The rights and remedies of either Party shall remain unaffected by any failure or delay in exercising any right or remedy, or by any indulgence granted by such Party, unless expressly waived or released in writing. Any such waiver or release shall be limited in scope and shall not prejudice or impair any other rights or remedies of that Party.

Furthermore, no single or partial exercise of any right or remedy by either Party shall restrict, prevent, or otherwise limit any future or further exercise of that right or remedy, nor shall it preclude the exercise of any other rights or remedies available to that Party.

### **33. Force Majeure**

The Parties shall not be liable for any default or delay in performance arising from Force Majeure. For the purposes of this Agreement, "Force Majeure" shall refer to any events or circumstances beyond the reasonable control of either Party. Such events or circumstances shall include, but are not limited to:

- Natural disasters, including earthquakes, cyclones, fires, storms, tidal waves, floods, or other catastrophic events.
- Acts of war, terrorism, riot, civil war, blockade, insurrection, or civil disturbance.
- Strikes or labor disputes occurring at a national level, excluding any strike or dispute that is specific to the performance of the Services.

### **34. Handling Overpayments**

1. If the Company identifies that an overpayment of the contract amount has occurred due to the intentional actions or gross negligence of the Contractor, it may conduct an investigation by requesting the Contractor to provide an explanation and submit relevant materials.
2. Based on the findings of the investigation conducted in accordance with the preceding paragraph, if the Company determines that the overpayment resulted from the intentional actions or gross negligence of the Contractor, the Contractor shall submit an amendment achievement report on the Services to the Company by the deadline specified by the Company.
3. If deemed necessary, the Company may require the Contractor to promptly return the amount of the overpayment determined to be excessive, based on the results of the investigation conducted under Paragraph 1 and the revised achievement report submitted in accordance with the preceding paragraph. In such cases, the Company may impose interest on the overpaid amount at a rate of 3% per annum, calculated from the day following the date on which the Contractor received the overpayment until the date on which the full amount is refunded.

### **35. Termination of Subcontract Agreements**

1. The Contractor shall immediately terminate any subcontract agreements with subcontractors and re-commissioned parties, including all subsequent subcontractors engaged after re-commissioning, as well as any third parties with whom the Contractor, subcontractor, or re-commissioned parties have entered into individual contracts under this Agreement, if such subcontractor or third party is determined to be subject to cancellation under the criteria outlined in the preceding article.

- The Contractor shall also ensure that the subcontractor cancels the contract as required.
2. The Company reserves the right to terminate this Agreement if the Contractor knowingly enters into or approves a contract with a subcontractor or third party who is subject to cancellation. Furthermore, if the Contractor fails to cancel such a contract or neglects to take measures to enforce cancellation without justifiable grounds, the Company may exercise its right to terminate this Agreement.

### **36. Termination**

The Company shall have the right to terminate this Agreement at any time by providing the Contractor with ten (10) working days' written notice specifying the effective date of termination if it differs from the date of the notice. Upon termination, the Contractor shall immediately cease performing the Services and shall only undertake work necessary to preserve and protect the completed Services until the handover to the Company is finalized.

The Contractor shall have the right to terminate this Agreement by providing notice to the Company in the event of a material breach of this Agreement, insolvency of the Company, or an inability of the Company to pay its debts as they become due. Such notice shall specify the effective date of termination if different from the date of the notice.

Upon termination, all data, plans, specifications, reports, estimates, summaries, completed Services, and ongoing work related to the Services—as well as any accumulated materials and information generated by the Contractor, its employees, or consultants—shall, as determined by the Company, become its property and be delivered accordingly.

If the Company exercises its termination rights under the Agreement, it shall compensate the Contractor for all amounts payable in accordance with the Agreement for Services actually performed prior to the effective termination date. Additionally, payment shall include any necessary work undertaken to preserve and protect the completed Services until the handover to the Company is finalized. The amount due shall be determined in accordance with this article and other relevant payment provisions of this Agreement.

### **37. Dispute Resolution**

The Contractor and the Company agree to make all reasonable efforts to avoid disputes and to resolve any differences amicably before initiating formal dispute resolution procedures.

If a dispute arises that cannot be promptly or easily resolved, the party seeking resolution must formally notify the other party of the existence and nature of the dispute. Upon receiving such notification, both parties shall either meet or arrange a telephone conference call or video conference within an agreed timeframe, but no later than seven (7) days from the notification date, to negotiate a resolution.

If the dispute remains unresolved within a reasonable timeframe after such negotiations, either party may escalate the matter to arbitration.

Subject to the foregoing provisions, any legal action arising out of or related to this Agreement may be initiated by either party before the Tokyo District Court, to which both Parties expressly submit jurisdiction.

Despite the existence of a dispute, both the Contractor and the Company shall continue to fulfill their obligations under this Agreement.

### **38. Transfer**

This Agreement is personal to the Contractor, and the Contractor shall not assign or transfer any rights or obligations under this Agreement, including any subcontracting rights, to any other party without the prior written consent of the Company.

The Company may assign this Agreement to any of its affiliates without requiring prior approval from the Contractor. However, if the Company wishes to assign this Agreement to a third party that is not an affiliate, it must first obtain the Contractor's prior written consent.

### 39. Compliance with Applicable Laws

1. The Contractor warrants full compliance with all applicable laws and regulations of Japan in connection with this Agreement, including but not limited to those specified below. If the Contractor violates any of Articles 39.1(1)-(4), the Company may impose a penalty without requiring proof of damages. The penalty shall be 10% of the total contract amount, payable upon the Company's request by the due date specified. The Contractor's warranty obligations shall survive the expiration of this Agreement.
  - (1) All antimonopoly and antitrust laws, regulations, and rules of Japan.
  - (2) All export control laws, regulations, and rules of Japan.
  - (3) All anti-corruption laws, including those addressing bid rigging and bribery in Japan.
  - (4) All laws related to criminal organizations or enterprises. The Contractor further warrants that it has no affiliations with illegal entities, such as organized crime groups, gangs, or the Mafia.
2. If the Contractor violates any of Articles 39.1(1)-(4), the Company may terminate this Agreement immediately without prior notice.
3. If the Company terminates this Agreement under Articles 39.1(1)-(4), the Contractor shall be required to compensate the Company for any damages incurred.
4. The Contractor cannot claim exemption from the penalty imposed under Article 39.1 on the basis of fulfilling contractual obligations.
5. If the Contractor fails to pay the penalty by the due date, it must also pay delay interest at an annual rate of 3%, calculated from the day following the due date until full payment is made.
6. If the actual damages suffered by the Company exceed the penalty amount specified in Article 39.1, the Company reserves the right to claim the excess amount from the Contractor.
7. In cases where the Contractor is a trade association that has been dissolved, the Company may seek penalty payment from the former representative or any former members. These individuals shall be jointly and severally liable for the payment.
8. Upon learning of any violation of Articles 39.1(1)-(4), the Contractor must promptly notify the Company and submit all relevant materials.

### 40. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Japan. Any disputes arising from or related to this Agreement shall be subject to the exclusive jurisdiction of the courts of Japan.

### 41. Languages

This Agreement shall be executed in the English language. In the event of any discrepancy between this Agreement and a translation into another language, the original English text shall prevail.

### 42. Notices

All notices, reports, requests, invoices, and demands under this Agreement shall be in writing and delivered by hand, mail, facsimile, or email to the Company or the Contractor at the addresses provided. Any changes to such information must be communicated in writing.

Company	Contractor
Japan Organization for Metals and Energy Security (JOGMEC)	XXXXXXXX (XXXX)

10-1, Toranomom 2-chome, Minato-ku, Tokyo, 105-0001, Japan.	
Tel: +81-50-2027-0144	Tel: +
Email: <a href="mailto:yamane-norihito@jogmec.go.jp">yamane-norihito@jogmec.go.jp</a>	Email:
Attn: Mr. Norihito Yamane, Director	Attn:

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**IN WITNESS WHEREOF** each Party has caused this Agreement to be signed by its duly authorised signatory as of the date first above written.

For and on behalf of  
**Japan Organization for Metals and Energy Security (JOGMEC)**

For and on behalf of  
**XXXXXX**

Signature:

Signature:

Name:  
MORI Hiroyuki

Name:

Company Position:  
Executive Vice President, Member of the Board,  
Energy Business

Company Position:

Date: XX XXXX, 2026

Date:

DRAFT

To: Executive Vice President  
Japan Organization for Metals and Energy Security

From: \_\_\_\_\_ (Signature)

[name and title of signer]

[ ]

Performance Report for "\*\*\*\*\*" for Fiscal Year 2025

In accordance with Clause 2.2 of the Contracted Service Agreement, we hereby submit the Performance Report for "\*\*\*\*\*" pertaining to Fiscal Year 2025.

1. Contract Amount:
2. Date of Execution of the Contracted Service Agreement:
3. Overview of the Contracted Service performed:
4. Expenses incurred for the Contracted Service
  - (1) Actual expenses
  - (2) Expenditure breakdown (as in Form I-I attachment)

(Form I-1 attachment)

## Expenditure Breakdown

(Example)

(Unit: US\$)

Items	(A) Budget	(B) Consultation	(C) 1st trip	(D) 2nd trip	(E)=(B)+(C)+(D) Sum	(F)=(E)-(A) Balance
Personnel Expenses						
Operating Expenses						
(1)						
(2)						
(3)						
(4)						
Total (Tax included)						

Form No. 2

Date: \_\_\_\_\_

To: Executive Vice President  
Japan Organization for Metals and Energy Security

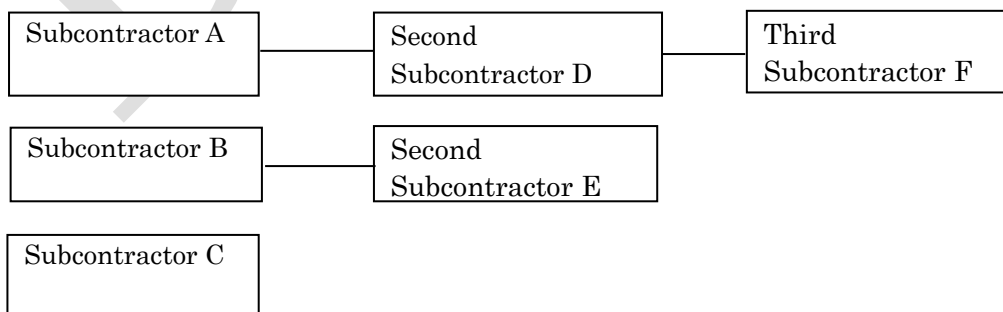
From: \_\_\_\_\_ (Signature)  
[name and title of signer]  
[ ]

List of Subcontractors (Planned/Actual)  
(under the provisions of Agreement, Clause 7.1)

Example

Name of Subcontractor*	Address of subcontractor	Amount of Agreement (Plan) Amount paid (Result)	Summary of the service
A			
B			
C			
D			
E			
F			

\* enter "TBD" if not decided when planning



## List of information handlers and information management system structure

### ① List of persons handling information

(Example)

		Name*4	Position
Information security manager*1	A		
Information handling manager*2	B		
Persons in charge*3	C		
	D		
Subcontractor	E		

\*1: The individual with overall responsibility for overseeing information security and management.

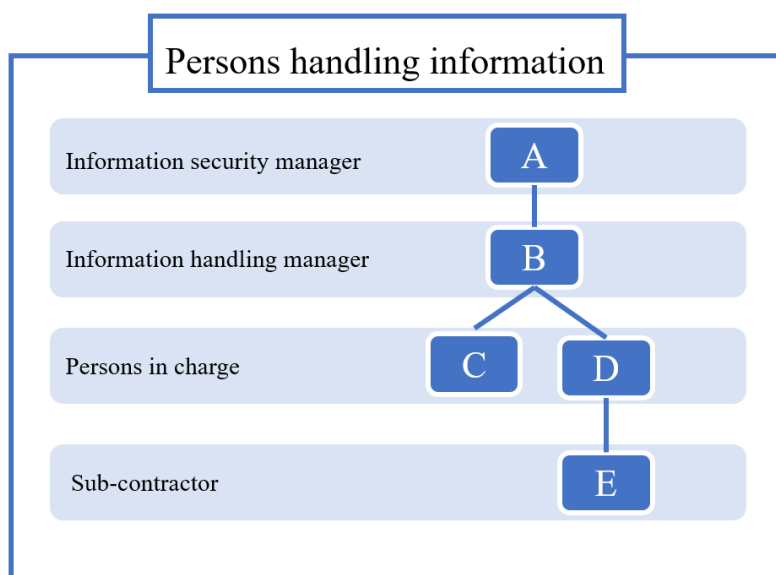
\*2: Personnel who do not primarily manage confidential information but oversee project execution and may have access to sensitive data.

\*3: Individuals authorized to handle confidential information in the course of project execution.

\*4: Additional personal details, such as nationality and passport number, will be provided upon request from JOGMEC.

### ② Information management system structure

(Example)



**Appendix I – Description of the Services & Rates**

**Rates**

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**Description of Services:**

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**Appendix 2 – Personnel list**

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