

Outsourcing Agreement

We appreciate your considering outsourced operations with Laboratory of Aquatic Science Consultant Co., Ltd. (hereinafter referred to as "the Company")

When outsourcing any work to the Company, you are kindly requested to confirm the contents of these terms and conditions, and send us a request for quotation only if you agree to abide by the terms and conditions.

Upon receipt of a request for quotation, the Company will send you a quotation, and then please send us a purchase order in your company's format. Upon receipt of the purchase order, you will be deemed to have agreed to the terms of this agreement, and the business consignment contract will be concluded upon exchange of the contract form sent by the Company.

If you have any questions, please do not hesitate to contact the person in charge.

The Entrustor (hereinafter referred to as the "First Party") and Laboratory of Aquatic Science Consultant Co., Ltd. (hereinafter referred to as the "Second Party") confirm the following terms and conditions regarding the outsourcing of the First Party's work.

Article 1 (Objective)

The objective of this agreement is to establish a fair business relationship based on mutual trust between the First Party and the Second Party, and to promote mutual benefits and business development.

Article 2 (Contents of Entrusted Business)

The First Party shall entrust the following services (hereinafter referred to as "Entrusted Business") to the Second Party, and the Second Party shall be entrusted with such services.

- (1) Testing and inspection services for microorganisms in water
- (2) Field surveys of ecosystems and biological environments
- (3) Simulation analysis of aquatic environment
- (4) Construction consulting for rivers and coastal civil engineering projects
- (5) Planning support for regional development and fisheries promotion
- (6) Support for the organization and management of committees, reporting meetings, workshops, etc.

(7) Services incidental or related to (1) through (6) above

Article 3 (Business Consignment Fees)

The First Party shall pay the Second Party the business consignment fee for Article 2 based on the amount in the fee schedule or quotation separately provided.

Article 4 (Billing and Payment)

1. The First Party shall pay the consignment fee to the Second Party by bank transfer to the account of the financial institution designated by the Second Party at the end of the following month. The First Party shall pay the fee by bank transfer to the account of the financial institution designated by the Second Party at the end of the following month. The First Party shall bear the bank transfer fee.
2. Depending on the nature of the work to be outsourced, if the consignment fee exceeds 1,000,000 yen excluding consumption tax, 1/2 (one half) of the total amount may be paid as a deposit before the start of the work and the balance after delivery of the deliverables.

Article 5 (Confidentiality)

The First Party and the Second Party may use any information belonging to the other party's confidentiality obtained in the course of business in relation to this Agreement only within the scope of the objective of this Agreement, and shall not disclose or divulge it to any third party without the written consent of the Other Party, not only during the term of this Agreement but also after the termination of this Agreement. However, this does not apply to disclosure in accordance with laws, regulations, or ordinances.

Article 6 (Liability for Defects)

If there is any defect in the work commissioned to the Second Party, the First Party and the Second Party shall immediately consult and remedy the defect.

Article 7 (Exclusion of Objections)

If this consignment business is implemented in accordance with ISO17025 standard, the First Party may not file an objection to the inspection certificate and the inspection report, or request The Second Party to re-inspect it, regardless of the presence or absence of the defect described in the preceding article.

Article 8 (Claims for Damages)

1. If the First Party or the Second Party violates the Agreement in this service and causes damage to the Other Party, that Party shall compensate the Other Party for such damage.
2. Notwithstanding the preceding paragraph, in the event that the Second Party causes damage to the First Party due to non-performance of this service, the amount of compensation shall be limited to the amount of the business consignment fee for the relevant service.

Article 9 (Assignment of Rights)

The First Party and the Second Party shall not assign the rights and obligations arising from the performance of this service to any third party.

Article 10 (Attribution of Results)

The ownership of the deliverables (including reports and inspection certificates) obtained through the performance of this Agreement shall basically belong to the First Party.

Article 11 (Restriction on Use for Other Objectives)

The First Party shall not use the report and supplementary information under this service for any objective other than the original objective.

Article 12 (Cancellation of Agreement)

1. If the contents that the First Party requested to The Second Party are changed after the agreement without any fault of the Second Party, and the Second Party judges that it is difficult to continue the normal inspection, the Second Party may cancel the Agreement by notifying the First Party.
2. If either party violates any provision of the Agreement without justifiable reason, the First Party and the Second Party may immediately terminate the Agreement without notice to the Other Party.
3. This cancellation does not preclude a claim for damages.

Article 13 (Exclusion of Antisocial Forces)

1. The First Party and the Second Party acknowledge that they and their officers (including those who substantially control the management) and those who are engaged in this commissioned business are not organized crime groups, organized crime group members, the persons who have not

passed five years since having ceased to be organized crime group members, organized crime group associate member, organized crime group-related companies, corporate racketeers, criminal organizations falsely conducting social campaigns or political activities, crime groups specialized in intellectual crimes, or other similar persons (hereinafter referred to as "antisocial forces"), and pledge that the First Party and the Second Party will not fall under any of them in the future.

2. The First Party and the Second Party shall not, by themselves or by using a third party, use threatening words or actions or use violence against the Other Party, or interfere with the Other Party's business by force or deception.
3. In the event that the Other Party violates any of the preceding paragraphs, The First Party and the Second Party may immediately terminate the Agreement without any notice to the Other Party. In this case, any claim for damages against the Other Party shall not be precluded.
4. In the event of cancellation based on the provisions of the preceding paragraph, the party who has cancelled shall not be liable to compensate the Other Party for any and all damages arising from the cancellation.

Article 14 (Agreed Jurisdiction)

If any dispute arises in relation to the Agreement, the jurisdictional court of the residence of the Second Party shall be the exclusive agreement jurisdictional court.

Article 15 (Questionable Matters)

Any matter not stipulated in this Agreement, or any other question arising in relation to this Agreement, shall be settled through consultation between the First Party and the Second Party in good faith.

Date of establishment: April 1, 2020