

(Annex 9)

Special Clauses for Ensuring Information Security in Procurement

(Confirmation of information security implementation procedures)

Article 1 . After concluding the contract, Party B shall promptly produce an information security implementation procedure (the "information security implementation procedure" provided in Article 2-8 of the "Standards for Information Security in Procurement" (hereinafter referred to as "the Standards") as set by Party A. Same hereinafter) and must receive confirmation from Party A that it conforms to the Standards set by Party A. However, in the case that this is the same as the information security implementation procedure that has already been confirmed by Party A, a notification shall be sufficient providing there are no special indications.

2. When Party B wishes to change the information security implementation procedure that has been confirmed by Party A as per the previous clause, in advance, party B must receive confirmation from Party A that the relevant area of change conforms to the Standards set by Party A.

3 Party A may request Party B to submit, lend or inspect the information security implementation procedure and any documents that are quoted.

(Handling information that should be protected)

Article 2 . Based on the information security implementation procedure confirmed by Party A according to the preceding Article, Party B must handle the information that should be protected regarding this contract (the information means "information that should be protected" as provided in Article 2-1 of the Standards set by Party A. Same hereinafter).

(Responsibility of Party B regarding the leakage, and others of information that should be protected)

Article 3 . Party B shall be responsible according to the contract for any incidents including the leakage, loss or destruction of information that should be protected either intentionally or due to negligence on the part of employees or subcontractors (all corporations involved in work related to the accomplishment of the contract (except for Party B)) of Party B.

(Disclosure to a third party and consignment to subcontractors)

Article 4. In the case that information that should be protected is unavoidably disclosed to a third party, in advance, Party B must receive consent from Party A in writing after the protection of information security by the target for disclosure is confirmed according to the confirmation items listed on the attached form.

2. In the case that there is an agreement in a contract with a third party for the transmission, exchange, sharing or any other provision of information that is retained or learned by Party B, Party B must take measures to exclude from the scope the information that should be protected.

3. In accomplishing the contract, in the case that Party B makes subcontractors handle information that should be protected, in advance, Party B must confirm that

the subcontractor shall maintain information security according to the confirmation items listed on the attached form, and must notify the result of confirmation to Party A. However, this shall not apply in the case of consigned transport or other work in which Party B recognizes that information that should be protected will not become known by the subcontractor.

(Surveys)

Article 5 . Party A may perform surveys regarding information security countermeasures stated in the specifications, and others.

2. To carry out the surveys provided in the previous clause, Party A may dispatch a designated person to the offices, factories, or other related sites of Party B.

3. As a result of the survey provided for in the first clause, in the case that the information security countermeasures of Party B are deemed not to fulfil the information security implementation procedures, Party A may request the necessary measures to be taken to make corrections.

4. When the request as per the previous clause is made by Party A, Party B must promptly take the necessary corrective measures.

5. When Party A conducts a survey to the subcontractors of Party B, Party B must provide the necessary cooperation in line with the requests of Party A. Also, in the case that the subcontractors of Party B are requested to take corrective measures, Party B must notify Party A of the measures taken.

(Measures when incidents, etc. occur)

Article 6 . When an incident occurs such as the leakage, loss or destruction of information that should be protected, Party B must take appropriate measures and must immediately report all the matters able to be grasped, and then promptly report the details to Party A.

2. In the cases stated below, Party B must take appropriate measures and must immediately report all the matters able to be grasped, and then promptly report the details to Party A.

(1) In the case that it is recognized the infection by "malicious code" (as stipulated in the Standards 2-21; same hereinafter) in or unauthorized access to a server or computer (hereinafter referred to as "servers, and others") on which information that should be protected is stored.

(2) In the case that it is recognized the infection by "malicious code" in or unauthorized access to servers, and others that are connected to the same intranet as servers, and others that store information that should be protected and there is a risk of infection with malicious code in or unauthorized access to servers, and others on which information that should be protected is stored.

3. Regarding the incident stipulated in the first clause, in the case that there is a suspicion of an information security incident or there is a risk to lead to such an incident, Party B must take appropriate measures and report the details immediately to Party A.

4. In addition to the report stipulated in the preceding three clauses, when there is a report either internally or externally to Party B regarding concerns about the possibility that an incident such as the leakage, loss or destruction of information

that should be protected has occurred or will occur, Party B must immediately report all the matters able to be grasped including the relevant possibility or the truth of the concern, and then promptly report the details of fact situation to Party A.

5. Regarding a survey conducted by Party A after receiving a report stipulated in the preceding each clause the stipulations of the preceding Article shall be applicable mutatis mutandis.

6. Party B must inspect the impact, and others of the incident stipulated in the first clause on the contract and the operation of related materials and must consult Party A regarding the countermeasures.

7. In the case that an incident stipulated in the first clause is found to be the responsibility of Party B, Party B shall be liable for the necessary costs for taking the measures based on the consultation stipulated in the preceding clause.

8. The stipulations of the preceding clause do not affect the right of Party A to claim compensation for damages of Party A.

(Cancellation of agreement)

Article 7. In the case that an incident stipulated in the first clause of the preceding Article occurs due to reasons attributable to Party B and the purpose of this contract cannot be achieved, Party A may cancel the contract in whole or in part.

2. In the case of the preceding clause, the provisions related to the cancellation of the main contractual items shall apply mutatis mutandis.

(Obligations of Party B after the accomplishment of the contract, and others)

Article 8. The provisions in Article 2, Article 3, Article 5 and Article 6 shall apply mutatis mutandis even after the accomplishment of the contract. However, this does not apply in the case that the information concerned is no longer the information that should be protected.

2. In the case of there is no risk of the hindrance of duties in addition to the case of the provision 6 ii B) (iii) of the Standards, Party A may request to Party B the return, submission, destruction, or deletion of information that should be protected.

3. In the case that the request in the preceding clause is made, and there is a need to continue storing information that should be protected, Party B may request a consultation with Party A with the reason.