

Additional Provisions for Ensuring Information Security in Procurement

(Confirmation of information security implementation procedures)

- Article 1 After contract conclusion, 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” (hereafter, “the Standards”) as set by Party A. Same below.), which must receive confirmation from Party A in light of 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 item, in advance, the relevant area of change must receive confirmation from Party A in light of the Standards set by Party A.
- 3 Party A may request from Party B the submission, loan or inspection of the information security implementation procedure and any documents that are quoted.

(Handling information that is to 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 is to be protected in connection to this contract (“information that is to be protected” as provided in Article 2-1 of the Standards set by Party A. Same below).

(Responsibility of Party B regarding the leakage, etc. of information that is to be protected)

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

(Disclosure to a third party and consignment to subcontractors)

- Article 4 In the case that information that is to 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 by means of the confirmation items stated 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 is to be protected.

3 In accomplishing the contract, in the case that information that is to be protected is handled by subcontractors, in advance, Party B must confirm that the subcontract shall maintain information security by means of the confirmation items stated on the attached form, and must make notification of the result to Party A. However, this shall not apply in the case of transport or other work that is consigned in which Party B recognizes that information that is to be protected shall not become known.

(Surveys)

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

2 In order to carry out the surveys provided in the previous item, 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 Item 1, 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 item is made by Party A, Party B must promptly take the necessary corrective measures.

5 When Party A conducts a survey of 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 is to be protected, Party B must take appropriate measures and must promptly report all of the details immediately after they are known to Party A.

2 In the cases stated below, Party B must take appropriate measures and must promptly report all of the details immediately after they are known to Party A.

- (1) In the case that infection by “malicious code” (as stipulated in Standards Item 2-21; same below) or unauthorized access is found on either a server or computer (hereafter “server, etc.”) that stores information that is to be protected.
- (2) In the case that there is the risk of infection by “malicious code” or unauthorized access on a server, etc. that stores information that is to be protected when an infection by “malicious code” or unauthorized access is found on a server, etc. that is connected to the same Internet as the server, etc. that stores information that is to be protected
- 3 Regarding the incident stipulated in Item 1, in the case that there is the risk of such or a risk that lead may 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 Item 3, 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 is to be protected has occurred or will occur, Party B must immediately report the factual details to Party A with all content that has been understood including the relevant potentiality and the veracity of the risk.
- 5 A survey conducted by Party A after receiving a report stipulated in the preceding items shall conform to the stipulations of the preceding Article.
- 6 Party B must inspect the influence, etc. of the incident stipulated in Item 1 on the contract and related items, and must consult Party A regarding the measures.
- 7 In the case that an incident stipulated in Item 1 is found to be the responsibility of Party B, Party B shall be liable for the necessary costs for taking the measures as a result of the consultation stipulated in the preceding item.
- 8 The stipulations of the preceding item does not affect the right to claim compensation for damages of Party A.

(Cancellation of agreement)

Article 7 In the case that an incident stipulated in Item 1 occurs that is found to be the responsibility of 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 item, 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)

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 concerned information is not information that is to be protected.

- 2 In the case of the provisions of Item 6-2 (b) of the Standards or if there is not risk of the obstruction of duties, Party A may request the return, submission, destruction or deletion of information that is to be protected by Party B.
- 3 In the case that the request in the preceding item is made, and there is a need to continue storing information that is to be protected, Party B may request a consultation with Party A along with the reason.