

## Contract

### 1. Name of Services

Proposal for “IT Master Plan for the 20<sup>th</sup> Aichi-Nagoya Asian Games and support in writing the necessary documents for the upcoming IT Audit

### 2. Description of Services

The work shall be as described in the attached

Proposal for “IT Master Plan for the 20<sup>th</sup> Aichi-Nagoya Asian Games and support in writing the necessary documents for the upcoming IT Audit

3. Contract Price:            yen (tax included)

### 4. Term of Contract

From the conclusion date of the contract to    Wednesday, July 31, 2024

### 5. Payment

Entrustor shall pay Entrustee contract price after work is completed.

### 6 Contract Deposit

The amount of the contract deposit shall be at an amount not less than 10/100 of the contract price in accordance with Article 28, paragraph (2) of the Aichi-Nagoya Asian Games and Asian Para Games Organizing Committee Contract Regulations; provided, however, that the full amount shall be exempted if any provision of Article 29 of the said Regulations applies.

### 7. Other Special Terms and Conditions

The “Personal Information Handling Affairs Outsourcing Standards” and “Special Provisions for Information Security.”

This Outsourcing Contract is made and entered into by between the Aichi-Nagoya Asian Games and Asian Para Games Organizing Committee (hereinafter, “Entrustor”) and    (hereinafter, “Entrustee”) with regard to outsourcing of the aforementioned services based on the provisions in the attachment.

IN WITNESS WHEREOF, the parties here to have this Contract to be created in duplicate and each

party retains one copy.

〇〇,〇〇, 2023

Entrustor:

Address:

Sannomaru 3-2-1, Naka Ward, Nagoya City, Aichi Prefecture, Japan  
Aichi-Nagoya Asian Games and Asian Para Games Organizing Committee

Name

MURATE Satoshi, Secretary General

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Entrustee:

Address:

Name

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(Transfer of Rights and Obligations, etc.)

Article 1 (1) Entrustee may not transfer any rights or obligations arising from this Contract to any third party or delegate the performance thereof, except with the approval of Entrustor; provided, however, that this shall not apply in the case of transfer of accounts receivable to financial institutions prescribed in Article 1-3 of the Order for Enforcement of the Credit Guarantee Corporations and the Small and Medium-Sized Enterprise Credit Insurance Act (Cabinet Order No. 350 of 1950).

(2) In the event of transfer of accounts receivable pursuant to the proviso of the preceding paragraph, the payment of consideration by Entrustor shall take effect at the time when the President or Acting President of the Aichi-Nagoya Asian Games and Asian Para Games Organizing Committee issues an order for expenditure to the treasurer, in accordance with Article 4 of the Aichi-Nagoya Asian Games and Asian Para Games Organizing Committee Rules for Accounting Processes (hereinafter, the “Rules for Accounting Processes”).

(Transfer of Copyright, etc.)

Article 2 (1) If the Deliverable falls under the work prescribed in Article 2, paragraph (1), item (i) of the Copyright Act (Act No. 48 of 1970) (hereinafter, the “Work”), Entrustee shall transfer the copyright of Entrustee in the Work (the right prescribed in Articles 21 to 28 of the Copyright Act) to Entrustee free of charge.

(2) Entrustor may freely publish the contents of the Deliverable without the consent of Entrustee, regardless of whether or not the Deliverable falls under the Work.

(3) If the Deliverable falls under the Work, Entrustor may change the name that Entrustee has already indicated on the Work only with the consent of Entrustee.

(4) In the case where the Deliverable falls under the Work, Entrustee shall agree that Entrustor may change the contents of the Work in order to realize the purpose of its use. If the Deliverable does not fall under the Work, Entrustor may change the contents of said Deliverable freely without the consent of Entrustee.

(5) Except as set forth in the preceding three paragraphs, Entrustee shall not exercise moral rights against Entrustor or any third party designated by Entrustor.

(6) Regardless of whether or not the Deliverable (including records obtained in the course of the performance of the Services) falls under the Work, Entrustee may, with Entrustor’s consent, use, reproduce or publish said Deliverable.

(7) Entrustor may use the programs and databases developed by Entrustee in the course of the

creation of the Deliverable (referring to the Work of a program prescribed in Article 10, paragraph (1), item (ix) of the Copyright Act) and the database (referring to the Work of a database prescribed in Article 12-2 of the Copyright Act), as separately set forth, if Entrustee consents thereto.

(Prohibition of Ambush Marketing)

Article 3 (1) Unless otherwise permitted by Entrustor, Entrustee must not associate itself or its products or services (hereinafter collectively referred to as the “Entrustee’s Products, etc.”) with the 20th Asian Games Aichi-Nagoya 2026 and Asian Para Games Aichi-Nagoya 2026 and must not engage in any acts that may be perceived as such.

(2) Unless otherwise permitted by Entrustor, Entrustee must not express to the effect that the Entrustee’s Products, etc. are official products, etc. of Entrustor, the Olympic Council of Asia, Asian Paralympic Committee, the Japanese Olympic Committee or the Japanese Para Sports Association (hereinafter collectively referred to as the “Organizing Committee, etc.”), that it has been selected by any of the Organizing Committee, etc., that it has been approved by any of the Organizing Committee, etc., that it has been guaranteed by any of the Organizing Committee, etc., that it has been recommended by any of the Organizing Committee, etc., that it has received the consent of any of the Organizing Committee, etc., or any other facts similar thereto, and it must not engage in any acts that may be perceived as such.

(3) Entrustee must not publicize for the purpose of advertising or promoting Entrustee itself or the Entrustee’s Products, etc. its relationship with the Organizing Committee, etc. or the contents of this Contract and the fact that this Contract has been concluded, and it must not engage in any acts that may be perceived as such.

(4) In the case where Entrustee receives supplies of products or services from a third party other than Entrustee to provide its services, Entrustee must, to the extent legally possible, mask or otherwise make the brand of the third party’s products or services unidentifiable, and it must prohibit the acts set forth in the preceding three paragraphs in its contracts with the third party.

(Prohibition of Lump-Sum Subcontracting)

Article 4

(1) Entrustee may not subcontract the whole or any major part of the contracted services with regard to this Contract to a third party in a lump sum; provided, however, that this shall not apply if Entrustor’s consent has been obtained in advance.

(2) Even in the case Entrustee subcontracts except major parts to a third party, Entrustee has the obligation to get the approval from the Entrustor in advance. But Entrustee may not need to get the approval from the Entrustor in advance in case the subcontract amount is less than the half of the total amount or lower than 500,000 Japanese Yen.

(Use of the Patent Right, etc.)

Article 5 In the event that Entrustee uses a method that is the subject of a patent right, utility model right, design right, trademark right, or any other rights of a third party protected under the laws of Japan (hereinafter, the “Patent Right, etc.”), Entrustee must assume all liability for the use of such method; provided, however, that in the case where Entrustor has designated the method, if there is no indication in the specifications, etc. that it is subject to the Patent Right, etc. and Entrustee did not know of its existence, Entrustor shall bear the costs incurred by Entrustee in connection with the use.

(Confidentiality)

Article 6 Entrustee shall not divulge to any third party any secrets obtained in the course of the performance of this Contract.

(Supervision)

Article 7 Entrustor may, if necessary, supervise the performance of Entrustee by attending, instructing, or any other means.

(Inspection)

Article 8 (1) Entrustor shall inspect the Deliverable within 10 days upon receipt of the delivery of the Deliverable from Entrustee.

(2) The method of inspection shall be at the discretion of Entrustor, and Entrustee may not raise and objection to its decision.

(3) If any item fails as a result of the inspection, Entrustee must deliver a complete item within the period of time specified by Entrustor.

(Transfer of Ownership, Delivery, and Burden of Risk)

Article 9 (1) Ownership of the Deliverable shall be transferred from Entrustee to Entrustor upon passing the inspection, and the Deliverable shall be deemed to have been delivered to Entrustor at the same time.

(2) Entrustee shall bear any loss or damage arising from the Deliverable prior to the transfer of ownership pursuant to the preceding paragraph.

(Liability for Non-Conformity to Contract)

Article 10 (1) If the Deliverable fails to conform to the contents of the Contract with respect to kind, quality, or quantity (hereinafter, the “Contractual Non-conformity”), Entrustor may demand Entrustee to repair the Contractual Non-conformity, to deliver substitute goods, or to complete performance by delivering the deficient goods.

(2) In the case prescribed in the preceding paragraph, Entrustor may demand compensation for loss or damage and terminate the Contract in lieu of or together with a demand for cure of non-conformity as prescribed in the preceding paragraph (hereinafter, the “Demand for Cure”).

(3) If Entrustor fails to notify Entrustee of the Contractual Non-conformity (except for the Contractual Non-conformity concerning the quantity) within one year from the time when Entrustor becomes aware of the Contractual Non-conformity, Entrustor may not make the Demand for Cure, claim compensation for loss or damage, or terminate the Contract on the grounds of such non-conformity; provided, however, that this shall not apply if Entrustee knew or did not know due to gross negligence of such non-conformity at the time of delivery by Entrustee.

(Penalty for Delay in Performance)

Article 11(1) If Entrustee delays delivery of the Deliverable, Entrustee must pay a penalty to Entrustor; provided, however, that this shall not apply if Entrustor finds that the delay is due to a natural disaster or other unavoidable reason.

(2) The penalty under the preceding paragraph shall be a sum calculated at the rate of 14.5 percent per annum on the amount equivalent to the unpaid portion based on the number of days of delay. (Fractions of less than 1,000 yen and amounts less than 1,000 yen shall be rounded down.)

(3) If the penalty under the preceding paragraph includes a fraction of less than 100 yen or is less than 100 yen, such fractional amount or such penalty shall not be collected.

(Payment)

Article 12 (1) Entrustor must pay the contract price to Entrustee within thirty (30) days from the date of receipt of a lawful invoice for payment from Entrustee after full delivery of the Deliverable.

(2) If Entrustor delays payment of the Deliverable, Entrustor must pay to Entrustee interest for the delay calculated at the annual interest rate determined by the Minister of Finance based on the provisions of Article 8 of the Act on Prevention of Delays in Payment under Government Contracts (Act No. 256 of 1949).

(Termination of Contract)

Article 13 (1) Entrustor may terminate this Contract without notice and shall not bear any liability for any loss or damage caused to Entrustee for this reason if Entrustee

(i) violates any of the provisions of this Contract

(ii) delays the performance of the Contract or commits any wrongful act in connection with the Services

- (iii) interferes or attempts to interfere with the performance of the work by the personnel in charge at the time of inspection of the Deliverable, etc.
- (iv) is deemed unlikely to perform the Contract within the due date
- (v) requests termination of the Contract; or
- (vi) fails to pay the contract deposit by the prescribed date and time.

(2) In any of the following cases, Entrustee must pay an amount equivalent to one-tenth (1/10) of the contract price as a penalty within the period specified by Entrustor:

- (i) in the case where the Contract is terminated pursuant to the preceding paragraph; provided, however, that this shall not apply if the event specified in item (ii) or item (iv) of paragraph (1) is due to reasons beyond the control of Entrustee; or
- (ii) in the case where the performance of the Contract becomes impossible due to Entrustee's refusal to perform or for reasons attributable to Entrustee.

(3) If any of the following persons terminates this Contract, it shall be deemed to have fallen under item (ii) of the preceding paragraph:

- (i) a bankruptcy trustee appointed in accordance with the provisions of the Bankruptcy Act (Act No. 75 of 2004) in the case where an order of commencement of bankruptcy proceedings is made against Entrustee;
- (ii) a trustee appointed in accordance with the provisions of the Corporate Reorganization Act (Act No. 154 of 2002) in the case where an order of commencement of reorganization proceedings is made against Entrustee; or
- (iii) a rehabilitation debtor, etc. appointed in accordance with the provisions of the Civil Rehabilitation Act (Act No. 225 of 1999) in the case where an order of commencement of rehabilitation proceedings is made against Entrustee.

(4) In the case of paragraph (2), if the Contract Deposit has been paid or security has been provided in lieu thereof, Entrustor may appropriate the Contract Deposit or security to the penalty. If the Deliverable has already been delivered, Entrustor shall examine the Deliverable and pay a reasonable price to Entrustee.

(Termination for Bid Rigging or Other Unfair Acts)

Article 14 (1) Entrustor may terminate the Contract if Entrustee falls under any of the following items with respect to this Contract, and Entrustor shall not be liable for any loss or damage incurred by Entrustee as a result of such termination:

- (i) in the case where the Fair Trade Commission has issued an order in accordance with the provisions of Article 7, paragraph (1) or (2) of the Act on Prohibition of Private Monopolization and Maintenance of Fair Trade (Act No. 54 of 1947; hereinafter the "Anti-Monopoly Act") (including the cases where it is applied mutatis mutandis under Article 8-2, paragraph (2) and Article 20, paragraph (2)), Article 8-2, paragraph (1) or (3), Article 17-2, or Article 20, paragraph (1) (hereinafter, the "Cease and Desist Order") finding that there was a violation by Entrustee, and the Cease and Desist Order has become final and binding;

- (ii) in the case where the Fair Trade Commission has issued the payment order of a surcharge in accordance with the provisions of Article 7-2, paragraph (1) (including as applied mutatis mutandis by replacing the terms pursuant to Article 8-3) and Article 7-9, paragraph (1) of the Antimonopoly Act (hereinafter, the “Payment Order”) finding that there was a violation by Entrustee, and the Payment Order becomes final and binding (including the case where the final and binding Payment Order is revoked pursuant to the provisions of Article 63, paragraph (2) of the Anti-Monopoly Act);
  - (iii) in the case where the Fair Trade Commission issues an order under Article 8-4(1) of the Anti-Monopoly Act (hereinafter, the “Competition Restoration Order”), finding that Entrustee has been in a monopolistic situation and the Competition Restoration Order becomes final and binding;
  - (iv) in the case where Entrustee (in the case of a corporation, including its officers or employees) has been sentenced under Article 96-6 of the Penal Code (Act No. 45 of 1907) or Article 89, paragraph (1) or Article 95, paragraph (1) of the Anti-Monopoly Act and the sentence becomes final and binding; and
  - (v) in the case where Entrustee (in the case of a corporation, including its officers or employees) has been sentenced under Article 198 of the Penal Code, and the sentence becomes final and binding.
- (2) The provisions of the preceding paragraph in the case where Entrustee is a Joint Venture shall apply to the case where any of its representatives or members falls under any of the items of the same paragraph.
- (3) The provisions of paragraphs (2) and (4) of the preceding Article shall apply mutatis mutandis to the case where the Contract is terminated in accordance with the preceding two paragraphs.

(Payment of Compensation Pertaining to Bid Rigging or Other Unfair Acts)

- Article 15 (1) If Entrustee falls under any of the items of paragraph (1) of the preceding Article, Entrustee must pay an amount equivalent to two-tenths (2/10) of the contract price as compensation by the deadline specified by Entrustor, regardless of whether or not Entrustor terminates the Contract. The same shall apply after Entrustee has performed the Contract; provided, however, that this shall not apply if, among those set forth in paragraphs (1), items (i) through (iii) of the preceding Article, any acts subject to the Cease and Desist Order, the Payment Order, or the Competition Restoration Order are dumping as prescribed in paragraph (6) of unfair trade practice (the Public Notice of the Fair Trade Commission No. 15 of June 18, 1982) based on Article 2, paragraph (9) of the Anti-Monopoly Act or any other case approved by Entrustor.
- (2) Notwithstanding the provisions of the preceding paragraph, if Entrustee falls under paragraph (1), item (iv) of the preceding Article and any of the following cases applies, Entrustee shall pay an amount equal to three-tenths (3/10) of the contract price:



- (i) in the case where the provision of Article 7-3 of the Anti-Monopoly Act applies to the final and binding Payment Order set forth paragraph (1), item (ii) of the preceding Article;
- (ii) in the case where Entrustee is found to be the ringleader of the violation in a final and binding judgment pertaining to the sentence set forth in paragraph (1), item (iv) of the preceding Article; or
- (iii) in the case where Entrustee has submitted a written pledge to Entrustor that it has not engaged in bid rigging or other wrongful acts.

(3) Notwithstanding the provisions of the preceding two paragraphs, Entrustor may demand compensation from Entrustee for any actual loss or damage incurred by Entrustor in excess of the amount of compensation set forth in the said paragraphs.

(4) In the case of each of the preceding paragraphs, if Entrustee is a joint venture, the representative or a member must jointly and severally pay the compensation to Entrustor. The same shall apply to the person who was the representative or a member if Entrustee has already dissolved the joint venture.

(Termination Pertaining to Exclusion of an Organized Crime Group, etc.)

Article 16 (1) Entrustor may terminate this Agreement if Entrustee falls under any of the following items:

- (i) in the case where it is found that any of the officers, etc. (meaning, in the case of a corporation, officers and managers, including those working part-time, and representatives of a place of business; in the case of other organizations, representatives and directors who have the same responsibilities as officers, etc. of a corporation, etc.; and in the case of an individual, the person himself/herself and representatives of branch offices or places of business; the same shall apply hereinafter) of a corporation, etc. (meaning a corporation, organization, or individual; the same shall apply hereinafter) is a member of an organized crime group (hereinafter, an “Organized Crime Group Member”) prescribed in Article 2, item (vi) of the Act on the Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991; hereinafter, the “Anti-Organized Crime Act”) or is not an Organized Crime Group Member but has a relationship with an organized crime group (hereinafter, an “Organized Crime Group”) prescribed in Article 2, item (ii) of the Anti-Organized Crime Act and engages in violent and unlawful acts based on the power of such a group (hereinafter, an “Organized Crime Group-Related Person”);
- (ii) It is found that an Organized Crime Group Member or an Organized Crime Group-Related Person (hereinafter, an “Organized Crime Group Member, etc.”) is substantially involved in the management or operation of the Corporation, etc.
- (iii) in the case where it is found that an officer, etc. or employee of the corporation, etc. is taking advantage of the power of an Organized Crime Group or of an Organized Crime Group Member, etc. or the corporation, etc. in which an Organized Crime Group Member, etc. is substantially involved in its management or operation
- (iv) in the case where it is found that an officer, etc. or employee of the corporation, etc. is in

cooperation with or involved in the maintenance and operation of an Organized Crime Group, such as by supplying funds, etc. or providing benefits to an Organized Crime Group, an Organized Crime Group Member, etc., or a corporation in which an Organized Crime Group Member, etc. is substantially involved in its management or operation;

(v) in the case where it is found that an officer, etc. or employee of the corporation, etc. has a socially reprehensible relationship with an Organized Crime Group or an Organized Crime Group Member, etc.; and

(vi) in the case where it is found that an officer, etc. or employee of the corporation, etc., knowing that the corporation, etc., falls under any of the preceding items, is using the corporation, etc., etc.

(2) In the case where Entrustor terminates this Contract based on the provisions of the preceding paragraph, Entrustor may claim compensation from Trustee for any loss or damage caused to Entrustor as a result thereof.

(3) Entrustor shall not be liable for any loss or damage to Trustee caused by the termination of this Contract based on the provisions of paragraph (1).

(Obligation to Report Interference, etc.)

Article 17 (1) If receiving any interference (meaning an illegal act, etc., which hinders the performance of its services) or unreasonable demand (meaning a demand for a certain act, such as the payment of money, without a right or legitimate interest, or the method, manner, or degree of such demand cannot be deemed socially justifiable) (hereinafter, the "Interference, etc.") in the performance of the Contract, Trustee shall promptly report the Interference, etc. to Entrustor and shall also submit an offense report to the police.

(2) If Trustee is found to have failed to report to Entrustor or to submit an offense report as set forth in the preceding paragraph even though Trustee has received an Interference, etc., measures, such as not accepting Entrustor as the counterparty in a competitive bidding contract or a discretionary contract, may be taken.

(Application Mutatis Mutandis of the Rules for Accounting Processes)

Article 18 In addition to what is prescribed in this Contract, the provisions of the Aichi-Nagoya Asian Games and Asian Para Games Organizing Committee Rules for Accounting Processes shall apply.

(Dispute Resolution)

Article 19 The Nagoya District Court of Japan shall have exclusive jurisdiction over any litigation relating to this Agreement.

(Consultation)

Article 20 Matters not covered by this Contract and the Rules for Accounting Processes shall be determined separately through consultation between Entrustor and Entrustee.

(Agreed Jurisdiction)

Article 21 This Agreement shall be governed by, and interpreted in accordance with, Japanese law.

(Language)

Article 22 If translated, the Japanese version of this Agreement shall prevail.

Aichi-Nagoya Asian Games and Asian Para Games Organizing Committee  
Personal Information Handling Affairs Outsourcing Standards

(Basic Matters)

Article 1 (1) The Contractor (hereinafter, “Entrustee”) shall make every effort to ensure that the rights and interests of individuals are not harmed in handling personal information under this Contract.

(2) When handling specific personal information as prescribed in Article 2, paragraph (8) of the Act on the Use of Numbers to Identify a Specific Individual in Administrative Procedures (Act No. 27 of 2013) (hereinafter, the “Specific Personal Information”), Entrustee must comply with the Aichi-Nagoya Asian Games and Asian Para Games Organizing Committee Personal Information Handling Rules, etc. in addition to what is set forth herein.

(Management Structure)

Article 2 Entrustee shall submit a document which stipulates necessary matters such as the management and implementation structure and inspection of the status of management of personal information related to the responsible person regarding handling personal information pursuant to this contract, employees who handle personal information (refers to employees who are engaged in work under direct or indirect command and supervision of Entrustee, including not only employees, but also directors, auditors, executive directors, inspectors and temporary workers, etc.) .

(Confidentiality)

Article 3 (1) Entrustee must not divulge to others any personal information that may have come to its knowledge in connection with the affairs under this Contract. The same shall apply even after the end or termination of this Contract.

(2) Entrustee shall make known to its employees the matters necessary for the protection of personal information, such as the fact that any personal information that may have come to their knowledge in connection with the affairs under this Contract must not be divulged to others or used for improper purposes during their employment or even after resignation from their employment.

(Clarification of Employees, etc.)

Article 4 (1) Entrustee shall make clear the employees who handle personal information under this Contract, and it shall report in writing to Entrustor in advance those employees who handle the Specific Personal Information and those deemed necessary by the orderer (hereinafter, “Entrustor”). The same shall apply in the case of making changes thereto.

(2) Entrustee shall supervise and train employees who handle personal information under this Contract to properly perform the obligations regarding the handling of personal information assumed by Entrustee under this Contract.

(3) If the employee who handles personal information under this contract is a temporary worker,

Entrustee shall specify matters regarding the handling of personal information, such as the obligation of confidentiality, in the worker dispatch contract.

(Prohibition of Subcontracting)

Article 5 (1) Entrustee shall handle the affairs of handling of personal information under this Contract by itself and shall obtain Entrustor's approval in the case where it is unavoidable to subcontract the handling of personal information to another party (including the case another party is subsidiary of Entrustee (the Companies Act (Act No. 86 of 2005) stipulates a subsidiary in Article 2, Paragraph 1, Item 3.) and ). The same shall apply in the event of subsequent subcontracting by the subcontractor.

(2) In the case where Entrustee subcontracts the affairs of handling of personal information to a third party with the approval of Entrustor, Entrustee shall cause the subcontractor to comply with the obligations regarding the handling of personal information assumed by Entrustee under this Contract, and Entrustee shall provide necessary and appropriate supervision for this purpose. The same shall apply in the event of subsequent subcontracting by the subcontractor.

(Prohibition on Collection and Use beyond the Intended Purposes)

Article 6 When collecting or using personal information in order to process the affairs under this Contract, Entrustee shall do so only within the scope of the purpose of the outsourced affairs.

(Prohibition on Copying and Reproducing)

Article 7 Entrustee shall not copy or reproduce any materials, etc. containing personal information provided by Entrustor for the purpose of processing the affairs under this Contract without Entrustor's approval.

(Prohibition on Provision to Third Parties)

Article 8 Entrustee shall not provide to any third parties any materials, etc. (including electronic or magnetic records; the same shall apply hereinafter) containing personal information collected or created for the purpose of processing the affairs under this Contract without Entrustor's approval.

(Specifying the Worksites, etc. and Prohibition on Taking Out)

Article 9 In handling materials, etc. containing personal information in order to process the affairs under this Contract, Entrustee shall specify in advance the worksites and storage location and must not take the materials out of these worksites without Entrustor's approval.

(Proper Management)

Article 10 Entrustee, including Subcontractor, shall make every effort to prevent the loss of or damage to personal information provided by Entrustor in order to process the affairs under this Contract. The same shall apply to personal information that Entrustee itself collects in

order to process the relevant affairs.

(Return of Materials, etc.)

Article 11 (1) Trustee shall return or deliver to Entrustor immediately after the completion of this Contract any materials, etc. containing personal information provided by Entrustor or collected or created by Trustee itself for the purpose of processing the affairs under this Contract; provided, however, that if Entrustor instructs otherwise, such means shall be used.  
(2) Upon the deletion or destruction of personal information in accordance with Entrustor's instructions, Trustee shall prepare a record of the deletion or destruction and report thereof to Entrustor by certification or other means.

(Collection from a Third Party, etc.)

Article 12 In the event that Trustee provides materials, etc. containing personal information upon subcontracting with Entrustor's approval or to a third party with Entrustor's approval, Trustee shall collect them from the subcontractor, or the third party as instructed by Entrustor.

(Reports, Inspections, etc.)

Article 13 Entrustor may request necessary reports from Trustee, conduct on-site inspections or investigations as needed, or give instructions to Trustee with respect to Trustee's compliance status of its obligations under this Contract. Trustee must comply with any instructions for improvement given by Entrustor.

(Measures in the Event of Accidents)

Article 14 In the event that Trustee becomes aware that a violation of this Contract has occurred or is likely to occur, Trustee shall promptly inform Entrustor thereof and shall comply with Entrustor's instructions. In this case, Entrustor may instruct Trustee to take measures for the protection of personal information (including collecting materials, etc. containing personal information from third parties).

(Compensation for Loss or Damage)

Article 15 If Entrustor suffers any loss or damage as a result of Outsourcer's violation or negligence of any of its obligations under this Contract with respect to the handling of personal information, Trustee shall compensate Entrustor for such loss or damage.

Aichi-Nagoya Asian Games and Asian Para Games Organizing Committee  
Special Provisions for Information Security

(General Provisions)

Article 1 These Special Provisions shall be an integral part of the contract to which these Special Provisions are attached (hereinafter, this “Contract”).

(Compliance with Regulations, etc.)

Article 2 In performing the services pertaining to this Contract, the contractor (hereinafter, “Entrustee”) must comply with the Aichi-Nagoya Asian Games Organizing Committee Information Management Rules.

(Confidentiality, etc.)

Article 3 (1) Entrustee shall not use any information obtained directly or indirectly in the course of performing the services under this Contract for any purposes other than the purpose of performing the services without the permission of the orderer (hereinafter, Entrustor). The same shall apply even after the end of this Contract.

(2) Entrustee shall at all times properly manage the materials, data, recording media, etc. obtained in the course of performing the services pertaining to this Contract, and in particular, it must strictly manage important information, such as personal information, by encrypting, setting passwords, anonymizing personal information, restricting access, etc., and must store such information in a lockable archive, etc. when not in use.

(3) In performing the services pertaining to this Contract, Entrustee must not take out of the agency or office or provide to any third parties (the above includes the sending of e-mails) any materials or information assets (meaning data, information equipment, various kinds of software, recording media, etc.; the same shall apply hereinafter) provided by Entrustor or any of Entrustor’s related parties or copy or reproduce materials, data, etc. for purposes other than the performance of the services; provided, however, that this shall not apply if Entrustor’s approval has been obtained in advance. Even in such cases, Entrustee must take all possible measures to prevent information leaks.

(Education of Employees)

Article 4 In performing the services pertaining to this Contract, Entrustee must provide education to those engaged in the services pertaining to this Contract in order to raise their awareness of information security.

(Compliance with Special Provisions at the Time of Subcontracting)

Article 5 If subcontracting the affairs to another party with the approval of Entrustor, Entrustee must cause the employees of the subcontracting business operator to comply with these Special Provisions.

(Use of Network, Information System, etc.)

Article 6 (1) When Entrustee connects Entrustee’s information equipment to the network managed by Entrustor or uses the terminals of information system managed by Entrustor in the course of performing the services pertaining to this Contract, Entrustee must follow the necessary administrative procedures in advance in accordance with Entrustor’s instructions.

(2) Entrustee must not use the information equipment or terminals of an information system

connected to the network set forth in paragraph (1) for any purpose other than the performance of the services.

- (3) Entrustee must properly use the information equipment connected to the network as specified in paragraph (1) in accordance with the usage standards prescribed by Entrustor and, in particular, must properly manage the equipment so that it is not used by any third parties; provided, however, that this shall not apply to the case where the equipment is used by a third party by obtaining the approval of Entrustor in advance.
- (4) Entrustee must take necessary safety measures to ensure information security for the information equipment connected to the network in paragraph (1), in addition to those prescribed in the preceding paragraph.
- (5) In the event that Entrustee violates the provisions set forth up to the preceding paragraph, Entrustor may take measures such as disconnecting the information equipment from the network or suspending the use of the information system, etc. In this case, Entrustor shall not be liable even if Entrustee's smooth execution of the services is hindered.

(Return of Materials, etc.)

Article 7 Any materials and information assets provided by Entrustor in order for Entrustee to perform the services under this Contract shall be returned to Entrustor immediately after the completion of the services; provided, however, that if Entrustor instructs otherwise, such means shall be used.

(Collection from Subcontracting Business Operators)

Article 8 In the event that Entrustee provides materials or information assets provided by Entrustor to a subcontracting business operator with Entrustor's approval, Entrustee shall collect them as instructed by Entrustor.

(Reporting, etc.)

- Article 9 (1) Entrustor may request periodic or occasional reports on the status of compliance with the provisions of this Special Provisions and the status of other security measures.
- (2) Entrustee must promptly report to Entrustor and follow its instructions in the event that a violation of these Special Provisions has occurred or is deemed to be likely to occur.
  - (3) Regardless of whether or not there is any violation of these Special Provision, if any information security incident has occurred or is deemed likely to occur with respect to the information assets handled in the services pertaining to this Contract, Entrustee shall promptly report to that effect to Entrustor and follow its instructions.

(On-Site Inspection)

Article 10 Entrustor may conduct an on-site inspection of Entrustee or the subcontracting business operator to check the compliance status of these Special Provisions (if inspection by Entrustor is difficult, an audit or inspection by a third party or the internal audit department of the subcontracting business operator whose objectivity is deemed similar to that of an audit by a third party, or confirmation of obtaining an international third-party security certification (ISO/IEC27001, etc.), etc.

(Disclosure in the Event of Information Security Incident)

Article 11 In the event that an information security incident occurs with respect to the services pertaining to this Contract, Entrustor may disclose such information security incident as



necessary.

(Ensuring Information Security)

Article 12 In performing Entrustee's services pertaining to this Contract, Entrustor may give instructions to take necessary measures to ensure information security as necessary, in addition to those set forth in the preceding Articles, and Entrustee must comply with such instructions.

## Special Provisions for Information Security

### (General Provisions)

Article 1 These Special Provisions shall be an integral part of the contract to which these Special Provisions are attached (hereinafter, this “Contract”).

### (Compliance with Regulations, etc.)

Article 2 In performing the services pertaining to this Contract, the contractor (hereinafter, “Entrustee”) must comply with the Aichi-Nagoya Asian Games Organizing Committee Information Management Rules.

### (Confidentiality, etc.)

Article 3 (1) Entrustee shall not use any information obtained directly or indirectly in the course of performing the services under this Contract for any purposes other than the purpose of performing the services without the permission of the orderer (hereinafter, Entrustor). The same shall apply even after the end of this Contract.

(2) Entrustee shall at all times properly manage the materials, data, recording media, etc. obtained in the course of performing the services pertaining to this Contract, and in particular, it must strictly manage important information, such as personal information, by encrypting, setting passwords, anonymizing personal information, restricting access, etc., and must store such information in a lockable archive, etc. when not in use.

(3) In performing the services pertaining to this Contract, Entrustee must not take out of the agency or office or provide to any third parties (the above includes the sending of e-mails) any materials or information assets (meaning data, information equipment, various kinds of software, recording media, etc.; the same shall apply hereinafter) provided by Entrustor or any of Entrustor’s related parties or copy or reproduce materials, data, etc. for purposes other than the performance of the services; provided, however, that this shall not apply if Entrustor’s approval has been obtained in advance. Even in such cases, Entrustee must take all possible measures to prevent information leaks.

### (Education of Employees)

Article 4 In performing the services pertaining to this Contract, Entrustee must provide education to those engaged in the services pertaining to this Contract in order to raise their awareness of information security.

### (Compliance with Special Provisions at the Time of Subcontracting)

Article 5 If subcontracting the affairs to another party with the approval of Entrustor, Entrustee must cause the employees of the subcontracting business operator to comply with these Special Provisions.

### (Use of Network, Information System, etc.)

Article 6 (1) When Entrustee connects Entrustee’s information equipment to the network managed by Entrustor or uses the terminals of information system managed by Entrustor in the course of performing the services pertaining to this Contract, Entrustee must follow the necessary administrative procedures in advance in accordance with Entrustor’s instructions.

(2) Entrustee must not use the information equipment or terminals of an information system connected to the network set forth in paragraph (1) for any purpose other than the

performance of the services.

- (3) Entrustee must properly use the information equipment connected to the network as specified in paragraph (1) in accordance with the usage standards prescribed by Entrustor and, in particular, must properly manage the equipment so that it is not used by any third parties; provided, however, that this shall not apply to the case where the equipment is used by a third party by obtaining the approval of Entrustor in advance.
- (4) Entrustee must take necessary safety measures to ensure information security for the information equipment connected to the network in paragraph (1), in addition to those prescribed in the preceding paragraph.
- (5) In the event that Entrustee violates the provisions set forth up to the preceding paragraph, Entrustor may take measures such as disconnecting the information equipment from the network or suspending the use of the information system, etc. In this case, Entrustor shall not be liable even if Entrustee's smooth execution of the services is hindered.

(Return of Materials, etc.)

Article 7 Any materials and information assets provided by Entrustor in order for Entrustee to perform the services under this Contract shall be returned to Entrustor immediately after the completion of the services; provided, however, that if Entrustor instructs otherwise, such means shall be used.

(Collection from Subcontracting Business Operators)

Article 8 In the event that Entrustee provides materials or information assets provided by Entrustor to a subcontracting business operator with Entrustor's approval, Entrustee shall collect them as instructed by Entrustor.

(Reporting, etc.)

Article 9 (1) Entrustor may request periodic or occasional reports on the status of compliance with the provisions of this Special Provisions and the status of other security measures.

- (2) Entrustee must promptly report to Entrustor and follow its instructions in the event that a violation of these Special Provisions has occurred or is deemed to be likely to occur.
- (3) Regardless of whether or not there is any violation of these Special Provision, if any information security incident has occurred or is deemed likely to occur with respect to the information assets handled in the services pertaining to this Contract, Entrustee shall promptly report to that effect to Entrustor and follow its instructions.

(On-Site Inspection)

Article 10 Entrustor may conduct an on-site inspection of Entrustee or the subcontracting business operator to check the compliance status of these Special Provisions (if inspection by Entrustor is difficult, an audit or inspection by a third party or the internal audit department of the subcontracting business operator whose objectivity is deemed similar to that of an audit by a third party, or confirmation of obtaining an international third-party security certification (ISO/IEC27001, etc.), etc.

(Disclosure in the Event of Information Security Incident)

Article 11 In the event that an information security incident occurs with respect to the services pertaining to this Contract, Entrustor may disclose such information security incident as necessary.

(Ensuring Information Security)

Article 12 In performing Entrustee's services pertaining to this Contract, Entrustor may give instructions to take necessary measures to ensure information security as necessary, in addition to those set forth in the preceding Articles, and Entrustee must comply with such instructions.