

Sumika Chemical Analysis Service, Ltd. Clause

Article 1. Purpose

The Purpose of this Clause is to set forth basic matters concerning the smooth performance of individual agreements executed between you as an entrusting party (hereinafter called "You" and "Your") and Sumika Chemical Analysis Service, Ltd. (hereinafter called "SCAS") in order for SCAS to conduct analysis, measurement, testing, inspection, observational study, evaluation and investigation (hereinafter called the "Services") entrusted by You.

Article 2. Application

You and SCAS Shall Perform an agreement in accordance with any individual agreement executed under Article 3 and this Clause, provided that if there is any discrepancy between any provisions of an individual agreement and that of this Clause, such provisions of the individual agreement shall prevail.

Article 3. Execution of Individual Agreement

An individual agreement of the Services shall be executed if it falls under any of the following subparagraphs:

- (1) SCAS presents an estimate to you based on your inquiry (SCAS's designated application forms, etc.) and you accept it;
- (2) if an individual agreement is made and entered into between you and SCAS; or
- (3) if SCAS accepts entrustment upon your application (including oral application by phone, etc.).

Article 4. Presentation and Return of Samples, etc.

1. You shall present to SCAS samples and technical information necessary for the Services without compensation.
2. SCAS shall promptly return the returnable samples to you after completion of the Services unless otherwise specified.
3. You shall pay the sample return cost unless otherwise Specified.

Article 5. Reports

1. SCAS shall submit a report to you by the date provided in an individual agreement.
2. SCAS shall keep a copy of such report for three (3) years after presentation thereof.

Article 6. Payment of Analysis Charges

You shall pay into the bank account designated by SCAS the analysis charges described in the list of charges or provided in an individual agreement, with the amount equivalent to consumption tax, by the date described in an invoice issued by SCAS.

Article 7. Confidentiality

1. SCAS shall keep in confidence matters specified as confidential in the content and result of the Services and any technical information (including samples: hereinafter the same) disclosed by you and shall not use them for any other purpose than the Analysis and not disclose or leak them to any third party without your prior written consent, provided that any information falling under any of the following

sub-paragraphs shall not be included:

- (1) information which was already in public knowledge or the public domain at the time of your disclosure;
 - (2) information which can be shown to have been held by SCAS at the time of your disclosure;
 - (3) information which becomes public knowledge or public domain through no fault of SCAS after your disclosure;
 - (4) information which is, lawfully and without an obligation of confidentiality, obtained by SCAS from a third party properly authorized; or
 - (5) information which can be shown to have been independently developed by SCAS.
2. Notwithstanding the provisions of the preceding Paragraph, if SCAS re-entrusts the Analysis in whole or in part to a third party, SCAS may disclose information necessary for such re-entrustment to such party, provided that SCAS shall impose on such party the same obligation as SCAS incurs under the provision of the preceding Paragraph.
 3. Each provision of this Article shall remain effective until a lapse of five (5) years after submission of a report, provided that if the term of confidentiality is separately provided in an agreement, such term shall be applied.

Article 8. Liability

1. SCAS shall not be liable for any damage arising from Your use of the results of the Services.
2. If any error due to SCAS's failure is found in the Services, SCAS and You shall decide upon either of the following actions through mutual consultation:
 - (1) SCAS will conduct the Services again at its own expense ; or
 - (2) SCAS will discount commission charges or refund paid commission charges in whole or in part. However, any notice by You concerning the action shall be given to SCAS within one (1) year after the submission of a report.
3. SCAS does not warrant that the results of the Services Will not interfere with the intellectual property of any third party.

Article 9. Change or Cancellation of Individual Agreements

If any event which makes the performance of an individual agreement difficult arises, You and SCAS may change or cancel such individual agreement with the consent of the other party through consultation with it. Commission charges shall be changed to the amount deemed appropriate through consultation between both parties.

Article 10. Force Majeure

If it is impossible to conduct the Services due to natural calamities or other inevitable events, you or SCAS may terminate the Services by notifying the other party thereof. Handling of costs and expenses involved in termination of the Services due to such events shall be decided through consultation between both parties.

Article 11. Matters for Consultation

If any question arises about a matter not provided herein or the interpretation of any provision hereof, it shall be resolved through consultation in good faith between both parties.

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