

Work Outsourcing Agreement

- 1 Work name Implementation Work of the AI/IoT Demonstration Platform Project
- 2 Place of performance Hiroshima Prefecture
- 3 Performance period From _____, 2018 to March 31, 2019
- 4 Outsourcing fee maximum amount _____ JPY
(Amount of consumption tax and local consumption tax related to transactions out of the above _____ JPY)
- 5 Agreement deposit _____

6 Special provision items

- (1) If there is deemed to be need based on the Contractor's request, Client can approximately pay part of the outsourcing fee described in 4 above.
- (2) When Contractor wishes to request the approximate payment of the outsourcing fee described in (1) above, it shall submit a written request for approximate payment of the outsourcing fee to Client.
- (3) When Contractor receives approximate payment based on the provisions of (2), it shall submit to Client a written statement of approximate payment of the outsourcing fee within 10 days of the notification according to the Terms and Conditions Article 30 paragraph 2.
- (4) Based on the written statement of approximate payment of the outsourcing fee described in (3) above, Contractor will settle any balance following deduction according to Client's instructions.
- (5) If Contractor is a group comprising multiple constituent members for the purpose of implementing the consigned work, it will adhere to the following provisions.
 1. Contractor will express and guarantee to Client that the copy of the agreement signed by members and submitted to Client prior to signing of this Agreement is a genuine copy of the said agreement and that its contents are not changed, cancelled or terminated at the time this Agreement is signed. If contents of the said agreement are changed after this Agreement is signed, Contractor shall immediately notify Client and submit a copy of the changed agreement to Client.
 2. Notwithstanding any other provisions in this Agreement or statements in the Written Proposal of the Plan for Implementation or budget plan, this Agreement shall legally bind the constituent members of the Contractor, and obligations borne by Contractor under this Agreement shall be borne by the Contractor's representative (the person identified as "Representative proposer" in the Work Proposal Application Form 1; hereafter referred to as the "Contractor's representative") and constituent members.
 3. Client can take all actions based on this Agreement with respect to the Contractor's representative, and actions taken by Client with respect to Contractor's representative shall be deemed to have been implemented with respect to all of the constituent members of the Contractor. Moreover, unless otherwise prescribed in this Agreement or separately recognized by Client, all actions taken by Contractor with respect to Client based on this

Agreement must be conducted through the Contractor's representative.

4. The constituent members of the Contractor will bear collective liability with respect to Client for liabilities that arise as a result of non-performance of the consigned work prescribed in this Agreement.
- (6) Concerning the above mentioned work, Client and Contractor shall bind an outsourcing agreement according to the separate provisions based on an agreement in which both parties assume equal standing, and they shall execute this in accordance with principles of good faith.
- (7) Moreover, Contractor shall execute work according to the Written Proposal of the Plan for Implementation Work of the AI/IoT Demonstration Platform Project that is proposed by Contractor. If contents of the Written Proposal of the Plan are changed, Contractor shall immediately report to Client.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate upon applying their signatures and seals, each party retaining one original copy.

_____, 2018

Client	Address: 10-52 Motomachi, Naka-ku, Hiroshima-shi, Hiroshima Prefecture
	Name: Hidehiko Yuzaki, Governor of Hiroshima Prefecture
Contractor	Address:
	Name: