

Terms and Conditions for Services by Toray Research Center, Inc.

These Terms and Conditions (hereinafter referred to as the "Terms") constitute the fundamental agreement between Toray Research Center, Inc. ("TRC") and the client ("Client") concerning the provision of commissioned services. Such services include, but are not limited to, analytical testing, data interpretation, evaluation of physical properties, validation procedures, research activities, inspections, consulting engagements, and the manufacturing or processing of goods (collectively referred to as the "Services").

Article 1 – Scope of Services TRC shall perform the Services within the scope specified in the quotation submitted by TRC to the Client and shall deliver the results thereof.

Article 2 – Fees The total amount stated in the quotation (exclusive of consumption tax) shall remain valid until the expiration date specified therein.

Article 3 – Individual Service Agreement

1. In the event that the Client commissions TRC to perform the Services, the Client shall prepare and submit a request form in TRC's prescribed format, or a format deemed equivalent, based on the quotation provided by TRC.
2. An individual service agreement (hereinafter referred to as the "Individual Agreement") shall be deemed concluded upon TRC's written acceptance of the request form submitted by the Client.
3. These Terms shall apply to all Individual Agreements. In the event of any inconsistency or conflict between the provisions of these Terms and those of an Individual Agreement, the provisions of the Individual Agreement shall prevail. Unless otherwise agreed, the interpretation of the Individual Agreement shall be governed by the provisions set forth in these Terms.

Article 4 – Payment Terms

Unless otherwise agreed by the parties in writing, the terms and method of the payment of fees for the Services shall be as follows:

1. **Payment Terms:** Payment shall be made in advance. Completion of payment shall be a precondition for TRC to commence the Services. The Client shall remit the payment immediately upon execution of the Individual Agreement.
2. **Payment Method:** Payment shall be made by wire transfer to the bank account designated by TRC.
3. **Bank Charges:** Any bank transfer fees shall be borne by the Client, unless otherwise agreed by the parties.
4. **Delayed Payment:** In the event of a delay or anticipated delay in payment, the Client shall promptly notify TRC and discuss with TRC regarding possible adjustments to the delivery schedule or reporting of the Service results.
5. **Service-Related Expenses:** Any expenses incurred by TRC in connection with the performance of the Services shall be borne by the Client, unless otherwise agreed by the parties.
6. **Non-Performance Due to Client's Fault:** If TRC is unable to perform the Services due to reasons attributable to the Client (including but not limited to termination of the Individual Agreement by TRC pursuant to Article 13, Paragraphs 2 or 3), and any portion of the fees for Services remains unpaid, the Client shall pay TRC the full amount of the unpaid fees for Services, regardless of the extent of TRC's performance at that time. If TRC has already received full payment of the fees for Services, TRC shall not be obligated to refund any portion thereof.
7. **Non-Performance Due to Force Majeure or Termination Without Fault:** If TRC is unable to perform the Services due to reasons not attributable to the Client, or if the Services are terminated pursuant to Article 13, Paragraph 1, the Client shall pay TRC a portion of the fees for Service corresponding to the extent of TRC's performance at the time of termination. If TRC has already received full payment, TRC shall refund to the Client a portion of the fees for Services corresponding to the extent of TRC's performance.

Article 5 – Confidentiality

1. TRC shall not disclose or divulge to any third party, without the prior written consent of the Client, any samples, materials, or information provided by the Client that are expressly designated as confidential, whether disclosed orally, in writing, or via electronic communication (provided that oral disclosures shall be confirmed in writing by the Client within thirty (30) days of disclosure), as well as any results derived from the Services (collectively, the “Client’s Confidential Information”).

Notwithstanding the foregoing, the following shall not be deemed Client’s Confidential Information:

- Information already known to TRC at the time of disclosure;
 - Information that is publicly known at the time of disclosure or becomes publicly known thereafter through no fault of TRC;
 - Information lawfully obtained by TRC from a third party without any obligation of confidentiality;
 - Information independently developed or created by TRC without reference to the Client’s Confidential Information.
2. Notwithstanding the preceding paragraph, TRC may disclose the Client’s Confidential Information to its subsidiary, Toray Techno Co., Ltd. (located at 1-1-1 Sonoyama, Otsu-shi, Shiga, Japan; hereinafter “TTK”), to the extent necessary for the performance of the Services. In such case, TRC shall ensure that TTK is bound by confidentiality obligations equivalent to those set forth herein.
 3. Notwithstanding Paragraph 1, TRC may disclose the Client’s Confidential Information to subcontractors engaged to perform all or part of the Services, to the extent necessary for such performance. TRC shall ensure that such subcontractors are bound by confidentiality obligations equivalent to those set forth herein.
 4. The Client shall not disclose or divulge to any third party, without the prior written consent of TRC, any information expressly designated as confidential by TRC or TTK, whether disclosed orally, in writing, or via email (provided that oral disclosures shall be confirmed in writing by TRC or TTK within thirty (30) days of disclosure), or the fact that the Services were performed by TRC or TTK (collectively, the “TRC’s Confidential Information”).

Notwithstanding the foregoing, the following shall not be deemed TRC's Confidential Information:

- Information already known to the Client at the time of disclosure;
 - Information that is publicly known at the time of disclosure or becomes publicly known thereafter through no fault of the Client;
 - Information lawfully obtained by the Client from a third party without any obligation of confidentiality;
 - Information independently developed or created by the Client without reference to TRC's Confidential Information.
5. Notwithstanding Paragraph 1, TRC may disclose the Client's Confidential Information if required to do so by law or by order of a governmental or regulatory authority. In such case, TRC shall, to the extent permitted by law, notify the Client in writing prior to such disclosure and shall take reasonable steps to limit the scope of disclosure to the minimum necessary.
6. The confidentiality obligations set forth in this Article shall remain in effect for a period of three (3) years from the date TRC reports or delivers the results of the Services to the Client under the Individual Agreement.

Article 6 – Protection of Personal Information

1. For the purposes of these Terms and any Individual Agreement, "Personal Information" shall mean any information disclosed or provided by either the Client or TRC to the other party in connection with the performance of the Services, which falls within the definition of "personal information" as set forth in Article 2, Paragraph 1 of the Act on the Protection of Personal Information of Japan (the "Personal Information Protection Act").
2. The Client and TRC shall handle Personal Information in accordance with the Personal Information Protection Act, these Terms, and the applicable Individual Agreement. Personal Information shall be used solely within the scope necessary for the performance of the Services and shall not be used for any other purpose.
3. The Client and TRC shall implement reasonable security measures to prevent unauthorized access to, or loss, theft, alteration, or leakage of Personal Information (collectively, "Security Incidents"). Furthermore,

Personal Information shall be used, processed, or reproduced solely for the purpose of performing the Services and shall not be used, processed, or reproduced for any other purpose.

4. In the event of a Security Incident involving Personal Information, the party responsible shall promptly report to the other party the date and time of the incident, the nature of the incident, and any other relevant details. The responsible party shall, at its own expense, immediately investigate the cause of the incident and report the findings to the other party, and shall take appropriate measures to prevent recurrence.

Article 7 – Reporting and Delivery of Service Results

1. TRC shall report or deliver the results of the Services to the Client by the deadline specified in the applicable Individual Agreement.
2. Upon receipt of the results of the Services from TRC, the Client shall, within five (5) business days, raise any inquiries or questions regarding the content of such results with TRC.

Article 8 – Provision of Samples and Related Materials

1. By the deadline specified in the applicable Individual Agreement, the Client shall provide TRC, at free of charge unless otherwise agreed by the parties, with all samples, documents, drawings, photographs, equipment, and information necessary for the performance of the Services (collectively, the “Samples and Materials”), including any instructions or precautions regarding their use. TRC reserves the right to refuse acceptance of any Samples and Materials that do not meet TRC’s prescribed acceptance criteria.
2. If the Client is unable to provide the Samples and Materials by the specified deadline, or anticipates such delay, the Client shall promptly notify TRC and discuss with TRC to determine any necessary adjustments to the reporting or delivery schedule of the results of the Services.
3. TRC shall not be obligated to commence the Services until the Samples and Materials have been provided. TRC shall not be liable for any delay in the Services resulting from the failure to provide such Samples and Materials.

4. In the event of any changes related to the Samples and Materials, the Client shall promptly notify TRC in writing.

Article 9 – Measures Following Completion of the Services

1. Upon completion of the Services, TRC shall promptly return to the Client any Samples and Materials, subject to the condition of return. However, if retention is required for compliance with applicable laws or international certification standards (including but not limited to ISO), TRC may retain such Samples and Materials, provided that confidentiality obligations are duly observed. Any costs incurred in connection with the return shall be borne by the Client.
2. In the event that the results of the Services are provided in the form of a report, TRC shall retain a copy of such report for a period of five (5) years following its submission, unless otherwise agreed by the parties. TRC shall also retain other records and materials related to the Services for a period of one (1) year following the submission of the report.

Article 10 – Responsibility for Performance of the Services

1. TRC shall perform the Services in good faith and in accordance with the provisions of these Terms, the applicable Individual Agreement, and all relevant laws and regulations. TRC shall exercise the care of a prudent manager in the execution of the Services.
2. In the event that TRC breaches any provision of these Terms or the Individual Agreement due to reasons attributable to TRC and such breach results in the failure to achieve the purpose of the Individual Agreement, TRC shall, upon discussion with the Client, take one of the following remedial actions, depending on the nature of the breach, provided that the Client notifies TRC in writing of the specific nature of the breach within the period stipulated in Article 7, Paragraph 2 of these Terms;
 - a. Re-perform all or part of the Services at TRC's expense;
 - b. Refund all or part of the fees for Services paid by the Client for the affected Services; or
 - c. Compensate the Client for damages incurred, up to the amount of the fees for Services paid by the Client for the affected Services.

Article 11 – Use of Services Results

1. TRC shall not be liable for any damages incurred by the Client as a result of the Client's use of the results of the Services.
2. TRC makes no warranty that the results of the Services do not infringe upon the rights of any third party, including but not limited to intellectual property rights.
3. All rights to inventions, devices, designs, works of authorship, and any other outcomes (including the results of the Services) arising from the performance of the Services, including the rights to apply for patents, utility model registrations, and design registrations, as well as the industrial property rights obtained therefrom, and copyrights (including the rights set forth in Articles 27 and 28 of the Copyright Act of Japan), and any other intellectual property rights (including rights related to know-how), shall belong exclusively to TRC. However, this provision shall not apply where otherwise agreed in the applicable Individual Agreement.
4. The Client may use the results of the Services to the extent necessary to achieve the purpose of the applicable Individual Agreement. TRC shall not exercise its moral rights of authorship against the Client in connection with such use.
5. If the Client wishes to publicly disclose or publish the results of the Services, the Client shall obtain TRC's prior written consent. Likewise, TRC shall not disclose or publish the results of the Services without the Client's prior written consent.

Article 12 – Exclusion of Anti-Social Forces

1. The Client (including its representatives, officers, or any individuals who effectively control its management; hereinafter the same in this Article) hereby represents and warrants that, both at present and in the future, it does not and will not fall under any of the following categories:
 - a. An organized crime group, a company affiliated with such a group, a corporate extortionist (sōkaiya), or any other similar entity or individual (collectively, "Anti-Social Forces");
 - b. Any officer (including directors, executive officers, statutory auditors, or equivalent) or key employee of the Client is not an Anti-Social Forces;

- c. The Client is not an entity or individual that, either directly or through a third party, engages in fraudulent, violent, or threatening conduct that interferes with TRC's business operations;
 - d. The Client is not an entity or individual that, either directly or through a third party, engages in conduct that damages or threatens to damage the reputation or credibility of TRC;
 - e. The Client is not an entity or individual that, either directly or through a third party, interferes or threatens to interfere with TRC's business activities.
2. If the Client is found to have made a false declaration with respect to the representations and warranties in the preceding paragraph, or is in breach thereof, TRC may, without incurring any liability and without prior notice or demand, immediately suspend performance under these Terms and any Individual Agreement, and may terminate the Individual Agreement in whole or in part.
 3. In the event that an Individual Agreement is terminated pursuant to the preceding paragraph and TRC incurs any damages as a result of such termination, the Client shall compensate TRC for all such damages.

Article 13 – Termination and Cancellation of the Agreement

1. In the event that the performance of the Individual Agreement becomes impracticable due to unavoidable circumstances, either the Client or TRC may, upon mutual discussion and with the prior written consent of the other party, amend or terminate the Individual Agreement.
2. If either the Client or TRC breaches any provision of these Terms or the Individual Agreement, and fails to cure such breach within a reasonable period following written notice specifying the breach, the non-breaching party may terminate the Individual Agreement in whole or in part.
3. Either the Client or TRC may, without prior notice or demand, immediately terminate the Individual Agreement in whole or in part if the other party falls under any of the following circumstances:
 - ① A material breach of any provision of these Terms or the Individual Agreement;
 - ② Completely unable to perform obligations, or an express refusal to perform all obligations;

- ③ Partial inability or refusal to perform obligations, where the remaining obligations alone cannot fulfill the purpose of the Individual Agreement;
 - ④ Failure to perform obligations by a specified date or within a specified period, where such timing is essential to the purpose of the Individual Agreement;
 - ⑤ Subject to seizure, provisional seizure, provisional disposition, compulsory execution, auction, or tax delinquency procedures;
 - ⑥ Filing for or being subject to bankruptcy, civil rehabilitation, corporate reorganization, or other insolvency proceedings;
 - ⑦ Suspension of payments or insolvency;
 - ⑧ Dishonor of a promissory note or check issued or endorsed by the party;
 - ⑨ Significant changes in major shareholders or directors, business transfer, merger, corporate split, or other organizational restructuring that materially affects control of the company;
 - ⑩ Acts contrary to public order and morals, or other acts that damage the trust or reputation of the other party;
 - ⑪ Dissolution or cessation of business;
 - ⑫ Loss of creditworthiness or significant changes in assets that impair the trust relationship between the parties and make continuation of the Individual Agreement impracticable;
 - ⑬ Any other serious reason that renders continuation of the Individual Agreement difficult.
4. Termination under Paragraphs 2 or 3 shall not preclude the right to claim damages against the breaching party.
5. If any of the circumstances listed in Paragraph 3 occurs with respect to one party, the other party may, by written notice, declare that all obligations owed by the affected party shall become immediately due and payable, and the affected party shall promptly settle all such obligations.

Article 14 – Force Majeure

Neither the Client nor TRC shall be held liable for any failure to perform, in whole or in part, any obligation under these Terms or the Individual Agreement (excluding monetary obligations), if such failure is caused by

force majeure events, including but not limited to natural disasters, geological changes, fire, strikes, war, civil unrest, epidemics, pandemics, or other events beyond the reasonable control of the affected party.

Article 15 – Non-Assignment

Neither the Client nor TRC may assign or transfer its contractual status under these Terms or the Individual Agreement, nor may it assign, transfer, or pledge any of its rights or obligations arising therefrom to any third party, without the prior written or electronically documented consent of the other party.

Article 16 – Governing Law and Jurisdiction

1. These Terms and any Individual Agreement shall be governed by and construed in accordance with the laws of Japan without regard to the conflicts of law principles thereof.
2. The Tokyo District Court shall have exclusive jurisdiction as the court of first instance over any disputes arising between the Client and TRC in connection with these Terms or any Individual Agreement.

Article 17 – Discussion

Any matters not stipulated in these Terms or the Individual Agreement, or any doubts arising with respect to the interpretation of any provision thereof, shall be resolved through good faith discussion between the Client and TRC.

Article 18 – Amendment of These Terms

1. TRC may, at its sole discretion, amend these Terms, provided that such amendments are consistent with the purpose of these Terms and are deemed reasonable in light of the necessity of the amendment, the appropriateness of the revised content, and other relevant circumstances.
2. In the event of any amendment pursuant to the preceding paragraph, TRC shall announce the details of the amended Terms and their effective date on its website (URL: <https://www.toray-research.co.jp/>) no later than thirty (30) days prior to the effective date of such amendment.

3. Any Individual Agreement entered into on or after the effective date of the amended Terms, pursuant to Article 3 of these Terms, shall be governed by the amended Terms.

Effective Date of These Terms: 2025.9.1

These Terms are prepared in both Japanese and English, and both versions shall have equal legal effect.

In the event of any discrepancy or conflict in interpretation between the two versions, the Japanese version shall prevail.