Contract for the Procurement of Business Computers for the Japan Foundation, Manila

The Japan Foundation, Manila (the "**Foundation**") and _____ (the "**Company**") hereby enter into this Contract with respect to the "the Procurement of Business Computers for The Japan Foundation, Manila" (this "**Contract**"), pursuant to the terms set forth below:

1. Matters Regarding Confidential Information

Article 1. Definition

The term "**confidential information**" as used in this Contract means the information acquired by the Company in the course of performing the Services that the Foundation has expressly indicated as being confidential.

Article 2. Purpose of Use

The Company shall use confidential information solely for the purpose of performing this Contract and shall not use the information for any other purpose.

Article 3. Duty of Confidentiality

Except for providing or disclosing confidential information to the officers, employees, etc., of the Company engaging in the Services (collectively, "**Employees, Etc.**"), the Company must not provide or disclose any confidential information to any third party, during and after the Contract term, unless required in accordance with the provisions of the laws or regulations, or by competent governmental agencies.

2. The Company shall strictly store and manage confidential information and take reasonable preventive measures to prevent the leakage, loss or damage of confidential information and to otherwise properly manage confidential information.

3.The Company shall store any writings, drawings, or other documents in which the confidential information is described or recorded, or any medium in which the confidential information is magnetically or optically recorded (hereinafter, the "Information Medium"), at a designated location in their offices, and not take the same out of the office. When temporarily taking the Information Medium out of the office for an unavoidable reason, the Company shall take measures necessary to prevent the theft or loss thereof, such as by carrying such information at all times.

4.The Company must submit documents to the Foundation showing the Company's responsible person and other management system for confidential information.

5.When the Foundation considers it necessary for the proper handling of the confidential information, the Foundation may instruct the Company to report on the management conditions of the confidential information or to improve such management conditions, and the Company may not refuse to comply with such instructions without reasonable grounds.

6.The Foundation may conduct an on-site inspection of the Company's management conditions of the confidential information, within normal business hours, after making prior contact to the Company, or may request the Company to submit the necessary materials. The Company may not refuse such inspection or submission of materials without reasonable grounds.

7.The Company shall minimize the number of its Employees, Etc., using the confidential information, provide necessary education, guidance, training, etc. to such employees, and impose on such Employees, Etc. the same obligations as those assumed by the Company in Articles 2 through 7 of "1. Matters Regarding Confidential Information" of this Contract.

Article 4. Restrictions on Subcontracting

The Company must not subcontract the services of handling confidential information relating to the Services to any third party, including to the Company's subsidiaries unless the Foundation's prior approval is obtained for the subcontracting.

2.The preceding paragraph shall apply to the subsequent subcontracting by the subcontractor (hereinafter, together with the subcontracting, the "Subcontracting, Etc.", and any subcontractor and subsequent subcontractors shall hereinafter be referred to as the "Subcontractors, Etc.").

3. If the Company conducts Subcontracting, Etc., of the Services in accordance with the proviso of paragraph 1 or the preceding paragraph, the Company shall cause each of the Subcontractors, Etc., to comply with any and all obligations in accordance with this Contract, and shall assume any and all responsibility for any act conducted by each of the Subcontractors, Etc.

Article 5. Restrictions on Reproduction, etc.

The Company shall not reproduce or alter the Information Medium beyond the minimum extent necessary for the purpose of performing this Contract, unless prior written approval is obtained from the Foundation.

Article 6. Response Upon the Occurrence of a Leak, etc.

If the Company breaches this Contract, such as by disclosure or leaking of the confidential information, or recognizes that there is a risk of such breach occurring (hereinafter, collectively, a "Leak"), the Company must immediately report such fact to the Foundation.

2. In the case of the preceding paragraph, the Company must promptly take necessary measures to prevent the spread of or to recover from the damage and report to the Foundation on the content of the measures taken, the measures to prevent a recurrence, and other matters

considered by the Foundation to be necessary; provided, however, that the Company shall immediately take any measures that should be immediately taken to prevent the spread of damage, such as pulling out the LAN cable of the subject device that is suspected to have been accessed illegally from outside or infected by a malicious program, and then promptly thereafter report to the Foundation to that effect.

3.When the Company receives a third-party complaint, objection, claim, or the like, arising from the Leak, the Company must promptly report the content thereof to the Foundation and resolve the issue at its own responsibility and expense by the method approved by the Foundation.

4. In the event of the occurrence of a Leak, the Foundation may, without the need for approval from the Company, publicly announce the facts and the measures to prevent any recurrence thereof and take measures such as handling communications to those whose personal information is involved in the relevant Leak that has occurred.

5.When there are any conflicts involving the Foundation receiving a complaint, objection, claim, or the like, from a third party arising from a Leak (hereinafter, a "Dispute"), the Company shall provide cooperation and support and take other measures that the Foundation considers necessary to resolve the relevant Dispute. Furthermore, the Company shall be liable for reimbursing the Foundation for any compensatory damages paid by the Foundation due to the Dispute and any expenses incurred by the Foundation to respond to the Dispute (including, without limitation, consolatory money, litigation expenses, and attorneys' and other experts' fees).

Article 7. Deletion of Confidential Information upon Termination or Expiration of Entrustment
The Company shall promptly return to the Foundation the Information Medium and any other media containing the confidential information provided by the Foundation (including any reproductions and altered media created upon obtaining the Foundation's prior approval) or

promptly dispose of the same (or delete the confidential information from such media so as to render it unrecoverable) by an appropriate method in accordance with the Foundation's instructions, when such media becomes unnecessary in the performance of the Services, when the performance of this Contract is completed, suspended, or interrupted, or when there is a request from the Foundation.

Article 8. Cancellation of Contract and Damages in the Event of a Breach

The Foundation may immediately cancel this Contract if the Company breaches any of the provisions of Articles 2 through 7 of "1. Matters Regarding Confidential Information" of this Contract.

2.When a breach of any of the provisions of Articles 2 through 7 of "1. Matters Regarding Confidential Information" of this Attachment by the Foundation or the Company causes damage to the other party or a third party; the breaching party shall provide compensation for such damage.

Article 9. Surviving Provisions

The provisions of Articles 1 through 8 of "1. Matters regarding Confidential Information" of this Attachment shall survive the termination or cancellation of this Agreement.

2. Matters Regarding Personal Information

Article 1. Definition

The term "personal information" as used in this Contract means information about a living individual which falls under any of the following items:

(1) Information containing a name, date of birth, or other identifier or equivalent (meaning all items (excluding individual identification codes) made in writing, recording, sound or motion, or other means, in a document, drawing, or electronic or magnetic record (including a record created in electronic or magnetic form (meaning an electronic form, magnetic form, or any other form that cannot be perceived with the human senses) which can be used to identify a specific individual (this includes any information that can be easily collated with other information and thereby used to identify that specific individual); or

(2) Information which includes an individual identification code set forth in Article 1 of the Order for Enforcement of the Act on the Protection of Personal Information (Cabinet Order No. 507 of 2003).

Article 2. Handling of Personal Information

Provisions of Articles 2 to 9 of "1. Matters Regarding Confidential Information" of this Contract shall apply mutatis mutandis to the handling of personal information provided by the Foundation to the Company for entering into and performing this Contract.

2. In handling personal information in relation to entering into and performing this Contract, the Company shall take necessary and appropriate safety management measures in accordance with the Act on the Protection of Personal Information (Act No. 57 of 2003; hereinafter referred to as the "**Personal Information Protection Act**"), related Cabinet Orders and Ministerial Orders, and various guidelines established by the Personal Information Protection Commission and any agencies authorized by the said Commission.

3. Copyright, Intellectual Property Rights, Ownership, etc.

Any copyrights (including the rights prescribed in Articles 27 and 28 of the Copyright Act), other intellectual property rights, and ownership pertaining to the Deliverables shall belong to the Foundation; provided, however, that any ownership involving intellectual property rights pertaining to the content of the Deliverables that were owned by the Company since before this Contract shall remain with the Company, whilst the Foundation may use (including any use with alterations) such Deliverables free-of-charge, for an unlimited period of time, without restrictions. For the avoidance of doubt, the Company will not exercise any moral rights under copyright, or any other moral rights pertaining to such Deliverables, against the Foundation or any other persons designated by the Foundation.

4. Inspection

Article 1. The Foundation shall conduct an inspection, within ten (10) days of receiving the delivery of the deliverables to be submitted based on the performance of the Services (the "Deliverables") and receiving the "Completion Report".

2. The Services shall be deemed completed by the Company upon the passing of the inspection under the preceding paragraph.

3. If, as the results of the inspection under the provision of Article 1, the Services and Deliverables do not conform, with respect to kind, quality or quantity, to any and all agreed terms regarding the Services between the parties as set forth in the Specifications, this Contract or other Contracts (collectively, the "Non-Conformity"), the Foundation may bring a claim against the Company, designating a period of time, for the repair of the Deliverables, the delivery of alternatives for or the deficient amount of the Deliverables (collectively, the "Repair") or a reduction of the price. In such case, the proviso of Article 562, Paragraph 1 of the Civil Code and Article 526 of the Commercial Code shall not apply. When the Company conducts the Repair, it

must re-undergo the inspection to be conducted by the Foundation and complete with the Services.

4. Any and all expenses that arise in the case of the preceding paragraph shall be borne by the Company.

5. Contractual Non-Conformity Liability

Article 1. Even on and after the day the Company passes the inspection set forth in Article 1 of Section 4 ("Inspection"), if any non-conformity is discovered in the Services or the Deliverables, the Foundation may claim against the Company for the Repair, or for total or partial reimbursement of the price. In such case, the proviso of Article 562, Paragraph 1 of the Civil Code and Article 526 of the Commercial Code shall not apply. For the avoidance of doubt, any and all expenses pertaining to the Repair shall be borne by the Company.

2. In the event that any Non-Conformity impedes the achievement of the purposes of this Contract, the Foundation may immediately cancel this Contract, without requiring any demand or other procedures.

3. For the right to claim under the two (2) preceding paragraphs, the Foundation may exercise such right by notifying the Non-Conformity within one (1) year after the day when it becomes aware of the same and exercising such right within one (1) year after such notice (provided, however, that there is no such limitation of the period if the Non-Conformity is regarding the quantity or title).

4. In addition to the provisions in Article 1.1 and Article 1.2, in the event that the Foundation incurs any damage due to the Non-Conformity, it may separately claim for compensatory damages against the Company.

6. Prohibition on Subcontracting

Article 1. The Company shall not entrust all or part of the Services to any third party, including the Company's subsidiaries; provided, however, that this shall not apply in the event of entrusting part of the Services to any third party, including the Company's subsidiaries, if the Company obtains the Foundation's prior written approval.

2.The same shall apply to any subsequent subcontracting by a subcontractor (hereinafter, together with the initial subcontracting, collectively referred to as "Subcontracting, etc.", and the subcontractor and any subsequent subcontractors collectively referred to as "Subcontractors, etc.").

3. In the event that the Company entrusts all or part of the Services to any third party, it shall impose obligations on such third-party entrustee equivalent to those it assumes by itself under this Contract and shall also assume any and all responsibility toward the Foundation for the performance of such obligations by such third-party entrustee.

Signed and entered on _____ xx, 2026, Makati city, Philippines.
The Contracted Party
Comforme:

_____ _____