

**CUSTOMER CONTRACT REQUIREMENTS  
V-22 Contract  
CUSTOMER CONTRACT 41TJ4DY013000**

**CUSTOMER CONTRACT REQUIREMENTS**

The following customer contract requirements apply to this Contract to the extent indicated below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each individual Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

**1. Prime Contract Special Provisions** The following prime contract special provisions apply to this purchase order

**41TJ3DY050000 Special Provisions .  
Special Clauses on Exclusion of Anti-social Forces (No. 11)**

**Article 1 (Termination based on attribute)**

1. Buyer may terminate this contract if Seller is found to fall under any of the following Items as a result of an inquiry made to a chief of a division mainly responsible for anti-organized crime measures in the Metropolitan Police Department or prefectural police headquarters ("**Anti-organized Crime Division Chief**") or according to a notice from such Anti-organized Crime Division Chief: (1) If an officer, etc. of a corporation, etc. ("a corporation, etc." herein means a person, corporation or organization; and "an officer, etc." herein means (i) if the corporation, etc. is a person, that person, (ii) if the corporation, etc. is a corporation, its officer or a representative of its branch or office ("office" meaning an office engaged in the whole process to the execution of a contract), or (iii) if the corporation, etc. is an organization, its representative, director or any other person who is substantially involved in its management) is an organized crime group (as defined in Article 2(ii) of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991); hereinafter, the same) or a member of an organized crime group (as defined in Article 2(vi) of the same Act; hereinafter, the same);

(2) If an officer, etc. utilizes an organized crime group or a member of an organized crime group for gaining illegal profit of its own or third parties, damaging third parties or otherwise;

(3) If an officer, etc. provides funds or other benefits to an organized crime group or a member of an organized crime group, or otherwise directly or actively cooperates or is involved in the maintenance or operation of an organized crime group;

(4) If an officer, etc. inappropriately utilizes an organized crime group or a member of an organized crime group, with the knowledge that it is an organized crime group or a member of an organized crime group; or

(5) If an officer, etc. has a socially criticized relationship with an organized crime group or a member of an organized crime group.

2. Upon a request by Buyer, Seller shall submit a list of its officers (as disclosed in its Annual Securities Report (including their dates of birth); or if Seller does not prepare Annual Securities Reports, a list showing their titles, names and dates of birth) and a copy of its certified copy of register, and shall also agree that Buyer may provide the police with their personal information to the extent that can be obtained from such documents submitted to it.

**Article 2 (Termination based on conduct)**

Buyer may terminate this Agreement if Seller acts, or causes a third party to act, in any of the following manners:

(1) Making a violent demand;

(2) Making an unreasonable demand beyond legal responsibility;

- (3) Using intimidation or violence in relation to transactions;
- (4) Using fraudulent means or force to interfere with business of an officer responsible for actions authorizing expenditures or an officer partially responsible for actions authorizing expenditures; or
- (5) Acting in a manner similar to the foregoing.

**Article 3 (Representations and promises concerning exclusion of organized crime groups)**

1. Seller warrants that it does not, and also promises that it will not, fall under any Item of the preceding two (2) Articles.
2. Seller promises that it will not appoint any of the persons falling under any Item of the preceding two (2) Articles ("**Excluded Person(s)**") as its subcontractor, etc. (meaning a subcontractor (including sub-subcontractors and all further lower-tier subcontractors), an outsourced contractor (including sub-outsourced contractors and all further outsourced contractors), and a counterparty to an agreement to be individually executed by such subcontractor or outsourced contractor in relation to such subcontract or outsource contract; hereinafter, the same).