

MASTER SERVICE PROVIDER AGREEMENT

THIS AGREEMENT (the “Agreement”) is made as of [Date] (“Effective Date”), by and between [ABC Co., Ltd.], with offices at [Address] (together with its subsidiaries and affiliates hereinafter collectively referred to as “ABC Company”) and TAMAGAWA SEIKI CO., LTD., with offices at 1879 Ohyasumi, Iida, Nagano Prefecture, 395-8515 Japan (together with its subsidiaries and affiliates hereinafter collectively referred to as “Service Provider”).

ABC Company and Service Provider shall hereinafter be jointly referred to as “the Parties” and singularly as a “Party”.

In consideration of the mutual promises contained herein, the Parties hereby mutually agree as follows:

1. Appointment

Service Provider will perform the services (the “Services”) described in the attached Exhibit(s), made fully a part hereof, according to the timeframes and schedules listed in said Exhibit(s). **When Service Provider outsources a part of the Services to a subcontractor, ABC Company shall agree the outsourcing.** In the event that the Parties hereto shall reach agreement with respect to the provision of additional services hereunder, such services shall be set forth in writing and attached hereto as additional Exhibit(s), which Exhibit(s) shall be made fully a part hereof, and such services shall be deemed to be Services hereunder. No such additional services shall be approved without first being reduced to a writing, which is executed by the Parties hereto. To the extent that terms contained in Exhibit(s) conflict with this Agreement, the terms and conditions of this Agreement will control.

2. Compensation

In consideration for Service Provider’s satisfactory performance of the Services, ABC Company shall pay Service Provider a fee in the amount and on the terms specified in Exhibit(s) attached hereto.

3. Confidentiality

“Confidential Information” shall, for the purpose of this Agreement, mean all information in any form, tangible or intangible, which may be disclosed, or has been disclosed by the disclosing Party (“the Disclosing Party”) to the receiving Party (“the Receiving Party”) in writing, orally or by observation which is nonpublic, proprietary, a trade secret, or confidential in nature and all of the information obtained from the Disclosing Party. The Parties **and any subcontractor to whom Service Provider outsourced a part of the Services** agree to hold in trust and confidence all Confidential Information. The Parties further agree that they shall not disclose all or any part of such Confidential Information to any third party without the prior written consent of the Disclosing Party. The Parties agree to restrict access to all Confidential Information to only such limited group of their authorized employees, who require such information in connection with Services under this Agreement. It is understood, however, that this restriction shall not apply to information which the Receiving Party can demonstrate by its competent written records predating disclosure under this Agreement (i) was known to it prior to the relationship between the Parties, (ii) was lawfully revealed to the Receiving Party by a third party which has the legal right to disclose such information, or (iii) is or becomes part of the public domain through no fault of the Receiving Party. The Receiving Party shall return to the Disclosing Party or destroy all Confidential Information in tangible form (including all copies, extras or derivatives thereof in any medium) within **30 days** after the termination or expiration of this Agreement, or upon request from the Disclosing Party, whichever comes first.

4. Intellectual Property

All results developed, invented, or discovered by Service Provider or its employees shall belong exclusively to ABC Company.

However, the above provision shall not apply to technological or technical improvement developed by Service Provider or its employees during the performance of Services hereunder.

5. Term and Termination

This Agreement shall be effective as of the Effective Date and shall remain in full effect for **3 years** from the Effective Date, unless terminated in accordance with the terms below and may be renewed by mutual consent of Service Provider and ABC Company for such additional period as the Parties may agree upon; provided, however,

if an Exhibit for Services is executed by the Parties prior to the expiration or termination of this Agreement and the Services under the Exhibit have not been completed prior to the expiration or termination of the Agreement, then the term of this Agreement shall be automatically extended to expire on the earlier of (i) the completion of the Services under the Exhibit, or (ii) the termination of such Exhibit by either Party in accordance with the following provision (a):

- a. Either Party may terminate this Agreement in the event the other Party shall materially default in the performance of any duty or obligation imposed upon it by this Agreement and such default shall continue for a period of 30 days after written notice thereof has been given to it.

In the event of termination by ABC Company for any reason other than Service Provider's breach of the terms of this Agreement, Service Provider shall be reimbursed for costs incurred directly in the performance of the Services prior to the date of the notice of termination, and for all reasonable non-cancelable commitments incurred directly in the performance of the Services and outstanding as of that date.

6. Independent Contractor

The relationship of Service Provider to ABC Company is that of an independent contractor and nothing herein shall be construed as creating any other such relationship.

7. Indemnification

7.1 Indemnification by Service Provider

Service Provider shall indemnify, defend and hold harmless ABC Company and its officers, directors, employees and agents from and against all claims, causes of action, suits, damages and costs arising out of, resulting from, or otherwise in respect of, the negligent acts or omissions, or willful misconduct of Service Provider or its officers, directors, employees or agents pertaining to the activities to be carried out pursuant to Service Provider's obligations under this Agreement; provided, however, that Service Provider shall not hold ABC Company harmless from claims to the extent arising out of the negligence or willful malfeasance of ABC Company or its officers, directors, employees or agents.

7.2 Indemnification by ABC Company

ABC Company shall indemnify, defend and hold harmless Service Provider and its officers, directors, employees and agents from and against all claims, causes of action, suits, damages and costs arising out of, resulting from, the negligent acts or willful misconduct of ABC Company or its officers, directors, employees or agents pertaining to the activities to be carried out pursuant to this Agreement; provided, however, that ABC Company shall not hold Service Provider harmless from claims to the extent arising out of the negligence or willful misconduct of Service Provider or its officers, directors, employees or agents.

8. Miscellaneous Provisions

8.1 Complete Agreement

This Agreement, together with any Exhibit(s) attached hereto, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior oral or written agreements, commitments or understandings between the Parties hereto.

8.2 Amendments

This Agreement may not be altered, changed or amended except by a writing signed by each of the Parties hereto.

8.3 Survival

The provisions of Clauses 3, 4, and 7, of this Agreement shall survive **3 years** after the expiration and/or termination of this Agreement.

8.4 Captions and Headings

The captions and headings in this Agreement are for convenience and reference only, and they shall in no way be held to explain, modify, or construe the meaning of the terms of this Agreement.

8.5 Governing Law

This Agreement shall be governed and construed in validity, interpretation and enforcement subject to the laws of [].

8.6 Consultation

Any question arising out of, or in connection with, this Agreement or any matter not stipulated herein shall be settled each time upon consultation between both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to sign this Agreement upon the date first set forth above.

ABC Co., Ltd.

TAMAGAWA SEIKI CO., LTD.

By: _____ (Signature)

By: _____ (Signature)

Name: _____ (Print)

Name: _____ (Print)

Title: _____

Title: _____

Date: _____

Date: _____