**SERVICE AGREEMENT**

This Service Agreement (this **“Agreement”**) made and entered into on November 4, 2019 by and between:

1. **ABC**, Japan (**“ABC”**); and
2. **Service Provider,** Singapore (the **“Service Provider”**),

Each a **“Party”** and collectively the **“Parties”**

**WITNESSETH:**

**WHEREAS**, ABC desires to study possibility to participate in various projects (the **“Project”**) initiated by the government (the **“Owner”**), and

**WHEREAS**, ABC has requested that the Service Provider provides certain services in accordance with this Agreement in relation to the Project,

**NOW, THEREFORE**, in consideration of the undertakings of the Parties herein contained, the Parties have mutually agreed as follows:

# Article 1. Appointment

ABC hereby appoints the Service Provider to provide the following services (the **“Services”**):

|  |  |
| --- | --- |
| (1) | To assist communications between ABC and the Owner relating to the Project |
| (2) | To assist ABC with collecting necessary information and conducting field study |
| (3) | To render such other services as may be reasonably requested by ABC from time to time in connection with the foregoing services. |

# Article 2. Remuneration

1. In consideration for the Services provided by the Service Provider, ABC shall pay remuneration in the amount of agreed by the parties (the **“Remuneration”**).
2. Remuneration consists of actual amount of below expenses:
   1. Transportation expenses
   2. Accommodation fee
   3. Communication fee
   4. Daily allowance

Details of each items shall be agreed by the parties in advance.

1. ABC shall pay the Remuneration by means of telegraphic remittance to the bank account designated by TTAP within thirty (60) working days after the date of invoice issued by the Service Provider
2. All costs and expenses incurred by the Service Provider in performing its obligations

under this Agreement shall be borne and paid by ABC.

* 1. All taxes, duties or other charges that may be imposed in connection this this agreement

shall be born and paid by ABC.

**Article 3. Due Execution**

1. The Service Provider shall comply with any and all instructions given by ABC from time to time in connection with rendering the Services and without prejudice to the foregoing shall carry out the obligations under this Agreement using reasonable skill and care in good faith.
2. Unless otherwise specified in this Agreement or requested by ABC in writing, the Service Provider shall not be the legal representative or agent of ABC and warrants that it will not make any representation, promise, warranty or agreement in the name of or on behalf of ABC, express or implied, or do any other act binding upon ABC without prior written consent of ABC.
3. ABC shall not be held liable for any acts or failures to act by the Service Provider in excess of or contrary to the instructions given by ABC and the Service Provider shall at all times protect, defend, indemnify and hold ABC harmless from and against any and all obligations, losses, damages, claims, costs, expenses (including reasonable legal fees), debts and liabilities whatsoever that ABC may incur, sustain or become liable for, by reason of any claim or demand made against ABC howsoever arising out of or in connection with such Service Provider’s acts, failures to act or breach of this Agreement.
4. The Service Provider shall perform the Services in accordance with all codes, laws, statutes, ordinances, rules, regulations, standards and orders (including without limitation any anti-corruption related regulation of Japanese and foreign federal, state, and local governments and governmental agencies applicable to the Services) (collectively, **“Laws”**). ABC represents and warrants to the Service Provider that it does not desire and will not request any service or action under this Agreement or in connection with the Services that would or might constitute a violation of any Law. The Service Provider warrants to ABC that it will not take any action, and will promptly notify ABC of any request received by the Service Provider from any third party to take any action, under this Agreement that would or might constitute a violation of any Law.

3.5 The Service Provider represents and warrants that it is familiar with any anti-corruption related regulation of Japanese and foreign federal, state, and local governments and governmental agencies applicable to the Services (the **“Anti-Corruption Law”**) and its purposes. In particular, the Service Provider is familiar with the prohibition under the Japanese Anti-Corruption Law against the payment or giving (including, but not limited to, the offer to pay or the promise to give) of anything of value, either directly or indirectly, by a Japanese company to an official of a foreign government, a foreign politician or an official, officer or representative of a governmental body or any corporation which is under the Control of the government, or any candidate for a foreign political office, for the purposes of influencing an act or decision of such official in his official capacity, inducing him to do or omit to do any act in violation of his lawful duty, or inducing him to use his influence with a foreign government, in order to assist a company in obtaining or retaining business for or with, or directing business to, any person. For the purpose of this Agreement, **“Control”** means (i) holding more than 50% of the voting securities of a company or (ii) having the right to elect more than 50% of the board of directors or similar body of a company.

1. The Service Provider shall comply with any applicable law or regulation or any order of any governmental or other official authority concerning tax, customer tax, levy or any charge of any country or territory (collectively **“Tax Law”**) with respect to the entry into or the performance of this Agreement and any and all payments, remittances, or other transactions arising out of or in connection with this Agreement (collectively the **“Performance of this Agreement”**), and shall cause its parent companies, subsidiaries, affiliates, connected persons and receiving agents and directors, officers, employees, agents and representatives of it and its parents companies, subsidiaries, affiliates, connected persons and receiving agents (collectively **“Affiliates”**) to comply with the Tax Law with respect to the Performance of this Agreement. The Service Provider hereby represents and warrants that there is no breach of any Tax Law by it or any of its Affiliates in their operations and the Performance of this Agreement shall not result in a breach of any Tax Law by it or any of its Affiliates. ABC may disclose, without any prior notice to the Service Provider, any information with respect to this Agreement or operation of this Agreement to any tax authority in any country or territory without any liability to the Service Provider.

## Article 4. Term

This Agreement shall be effective from the date first written above and shall remain in force till 31st March 2020. Any extension of this Agreement shall be subject to mutual written agreement between the Service Provider and ABC.

## Article 5. Termination

1. ABC may terminate this Agreement if:
   1. the Service Provider fails to perform any of its obligations hereunder and does not rectify such failure to the satisfaction of ABC within seven (7) days of the notice by ABC of such failure;
   2. proceedings in insolvency, bankruptcy, reorganization, winding up or any other similar procedures are instituted or threatened to be instituted by or against the Service Provider, or a receiver is appointed over all or a material part of the business or assets of the Service Provider, or liquidation proceeding is commenced by or against the Service Provider;
   3. the whole or material part of the business of the Service Provider is transferred to a third party by merger, amalgamation, agreement, order of court or otherwise; or
   4. there is a change in the Control or management of the Service Provider which is unacceptable to ABC.
      1. Any loss or damage sustained by ABC as a result of such termination shall be indemnified by the Service Provider.
      2. The Service Provider shall not be entitled to any monetary payment or any other form of compensation for any damages on the expiration or termination of this Agreement under this Article 5, by mutual agreement or otherwise howsoever.

## Article 6. Miscellaneous

1. The Service Provider declares that it has the right, power and authority and has taken all action necessary to execute and deliver and to perform its obligations under this Agreement.
2. The Service Provider shall treat all information disclosed by ABC as strictly confidential. The confidential obligation of the Service Provider shall remain in effect for a period of five (5) years from the date of each disclosure of the information, and this Article 6.2 shall survive the termination of this Agreement.
3. The Service Provider shall not assign, delegate or subcontract this Agreement or any of its rights or obligations under this Agreement to any third party without the prior written consent of ABC.
4. No provision of this Agreement may be amended or waived, except in a writing signed by the Party to be charged therewith.
5. If any of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions herein shall not in any way be affected or impaired.
6. All disputes, controversies and/or differences arising out of or in relation to this Agreement, or the breach thereof, which cannot be settled by mutual accord without undue delay, shall be settled by arbitration under the rules of the Japan Commercial Arbitration Association. The place of arbitration shall be Tokyo, Japan and the arbitration shall be conducted in the English language. The award thereof shall be final and binding upon the Parties, and judgment upon such award may be entered in any court having the jurisdiction thereof.
7. This Agreement shall be governed and construed by the laws of Japan.
8. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all previous negotiations and communications with respect thereto.
9. The headings of articles used in this Agreement are inserted for convenience of reference only and shall not affect the interpretation of respective articles of this Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representative as of the date first above written.

**ABC Service provider**

By: By:

Title: General Manager Title: Executive Vice President