



BUSINESS SUPPORT SERVICES AGREEMENT

THIS BUSINESS SUPPORT SERVICES AGREEMENT (“Agreement”) is made at on this 1st March 2023.

By and between:

ONODERA USER RUN LAOS Sole Company Limited a Company incorporated under the laws of Lao P.D.R having its Office at Kaisonephomvihan Avenue Phonephanao village , Saysettha district , Vientiane Capital through its Director, Mr. Jun Kato (Hereinafter referred to as the “**Company**” which term or expression as hereunder used shall include its successors and assigns) of the other part.

And

Tokyo Consulting Firm Sole Co., Ltd. a Company incorporated under the laws of Lao P.D.R and having its Office at Ban Saphanthong Tai, Sok paluang Road, P.O.Box 7039, Vientiane, 01030, Lao P.D.R. through its Director, Mr. Shuhei Takahashi (Hereinafter referred to as the “**Consultant**”) of the other part.

The Company and the Consultant are also hereinafter referred to individually as ‘Party’ and jointly as ‘Parties’.

WHEREAS

- (a) The Company is in the business of providing education service.
- (b) The Consultant is in the business of providing business support services to its customers mainly companies who have their business operations in Lao P.D.R. or who intend setting up their business operations in Lao P.D.R.
- (c) The Company has approached the Consultant to provide the services as more specifically provided in Annexure 'A' to this Agreement to facilitate the Company by providing Business Support Services for its operations in Lao P.D.R. ("**Services**") and the Consultant has shown its willingness to provide the same.
- (d) The Parties hereto are desirous of entering into this Agreement that sets out the terms and conditions on which the Consultant shall provide the Services to the Company.

NOW, THEREFORE, in consideration of the mutual covenants set forth below, it is agreed as follows:

1. **DEFINITIONS**

- a) “**Agreement**” shall mean this Business Support Services Agreement and any written modifications thereto by an instrument of equal force.
- b) “**Approvals**” shall mean Government permissions, consents, validations, confirmations, licenses and other authorizations as may be required to be obtained in order to implement the provisions of this Agreement.
- c) “**Day**” shall mean a working day and shall exclude weekly holidays (Saturday and Sunday) and holidays declared by the Government of Lao P.D.R. and/ or by any other statutory authority.
- d) “**Effective Date**” shall mean the date of execution of this Agreement as provided hereinabove.
- e) “**Services**” shall mean the services, more specifically provided to in Annexure ‘A’ to this Agreement to be rendered by the Consultant to the Company in terms hereof.
- f) “**Confidential Information**” means information that: (a) is by its nature confidential; (b) all the information provided by the Company to the Consultant related to its business whether financial, technical or personnel related;

In and for the purpose of this Agreement, the singular includes the plural and vice-versa, and any reference to one gender includes the other gender.

2. **PROVISION OF SERVICES**

- 2.1 The Consultant shall render all Services as provided in Annexure ‘A’ under the Agreement, in the manner provided herein below through its own employees, or agents, or third parties and the Company shall not be liable to make any arrangement for the provisions of Services except to the extent necessary for compliance of any applicable law, in Lao P.D.R. or elsewhere.

3. **RESPONSIBILITIES/RIGHTS OF THE CONSULTANT**

- 3.1 The Consultant will be responsible for provision of the Services in an efficient and effective manner.
- 3.2 The Consultant shall issue invoices monthly, quarterly, yearly or one time, depending on the service, to the Company.

- 3.3 The Services hereunder do not and shall not include at any time any managerial services.
- 3.4 The Consultant shall be entitled during all times to enter into an agreement with any third party for the provisions of the same or similar services as the Services.

4. RESPONSIBILITIES/RIGHTS OF COMPANY

- 4.1 The Company shall provide all information and/or documents as may be required or requested by the Consultant in order to provide the Services.
- 4.2 The Company will provide access to all relevant technical, commercial, and marketing information and material as may be required or requested by the Consultant for providing the Services in accordance with the terms of this Agreement.
- 4.3 The Company shall make timely and regular payment towards the fee for the Services to the Consultant in accordance with the provisions of this Agreement.

5. PAYMENTS

- 5.1 The payment for the monthly/one time services shall be made to the Consultant against the invoice(s) raised by the Consultant for the services rendered at the end of the month or at the time of completion of the assignment. The payment against the invoice shall be made by the Company following due date which mentioned in the invoice of the receipt of the invoice.
- 5.2 All payments made by the Company pursuant to this Agreement shall be net of applicable taxes.
- 5.3 The Company shall reimburse all reasonable expenses incurred by the Consultant in the course of rendering the Services from time to time. Each submission of expenses for reimbursement (i) shall be supported by an itemized description of expenses claimed and attached receipts when such receipts are reasonably available and (ii) will be deemed to contain the Consultant's certification that all expenses submitted are based upon actual costs incurred.
- 5.4 In the event the full amount of any invoice issued by the Consultant under this Agreement is not paid by the Company when due, any unpaid amount shall bear interest from the due date until paid, at an interest rate of 1.5 per cent per month or the maximum interest rate permitted by the usury law of the Company's country, if any, whichever is lower, on the basis of 30 days."

6. APPROVALS

- 6.1 The Agreement is conditional upon the Parties obtaining all requisite Government Approvals, if any required by each of them.
- 6.2 In the event of either of the Parties failing to obtain the necessary approvals as above-mentioned, the Agreement shall be deemed cancelled or modified as may be appropriate in the circumstances.

7. CONFIDENTIALITY

- 7.1 Each Party agrees that it shall maintain the confidentiality of the Confidential Information including all data relating to financial, technical, marketing, production and information with respect to the other Party and its operations and shall not be entitled to any ownership or any other right of the other Party's confidential and proprietary information. Each Party further agrees that it shall not disclose or communicate any of the information to any competitor or third party or use or refer to any of this information for any purpose whatsoever other than as required in terms of this Agreement.

8. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Party that:

- 8.1 Each Party is duly incorporated and validly existing entity in accordance with the laws of the country where it is incorporated.
- 8.2 The Parties are authorized to enter into and perform this Agreement, and this Agreement when executed, will be duly authorized, executed and delivered and will constitute its valid and binding obligations, enforceable in accordance with the terms herein except insofar as the enforceability may be limited by general principles of equity.
- 8.3 The execution and delivery of this Agreement and the consummation of the transactions contemplated herein do not and will not (a) contravene its articles, by-laws, or other constitutional documents; (b) contravene any material provision of any material indenture, agreement or instrument to which it is a party or by which it or any of its properties is bound; (c) conflict with, result in a breach of, constitute (with notice or the lapse of time or both) a default under, or permit the termination or acceleration of any obligation under any such indenture, agreement, or instrument; (d) contravene any applicable law, rule, regulation, ruling, order, judgment or decree.

- 8.4 There are no actions, suits, claims, proceedings or investigations pending or to its knowledge, threatened against it in any court or before or by any governmental authority, agency, or instrumentality or any arbitration in which there is a reasonable possibility of an adverse decision that could, whether individually or in the aggregate, materially and adversely affect its ability to perform its obligations under this Agreement.

9. VALIDITY AND TERMINATION

- 9.1 This Agreement is effective as of 1st March 2023 and will continue for a term of one year. However, the duration of this contract may extend subject to yearly renewal upon mutual agreement. Consent to the contract renewal shall be decided one (1) month before the termination date or each subsequent anniversary of the renewal date.
- 9.2 If any of the following events should occur on either party, the other party may, without prejudice to any other rights or remedies, terminate this Agreement by giving a written notice to such party with immediate effect:
- (a) if either party fails to perform any provision of this Agreement, which failure remains uncorrected for more than fourteen (14) days after receipt of a written notice specifying the default;
 - (b) if the property of either party becomes subject to attachment, provisional disposition, disposition by public sale, disposition for failure to pay taxes or any other similar disposition by a public authority;
 - (c) if either party files a petition in bankruptcy, or a petition in bankruptcy is filed against it, or other party becomes insolvent, bankrupt, or makes a general assignment for the benefit of creditors, or goes into liquidation or receivership;
 - (d) if either party ceases or threatens to cease to carry on business;
 - (e) if either party disposes of the whole or any substantial part of its undertaking or its assets;
 - (f) if control of either party is acquired by any person or group not in control at the date of this Agreement.

10. GOVERNING LAW

10.1 This Agreement shall be governed by and construed in accordance with the laws of Lao P.D.R. .

11. ARBITRATION

11.1 If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement (and whether before or after the termination or breach of this Agreement) Parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement.

11.2 In the event no amicable resolution or settlement is reached within a period of sixty (60) Days from the date on which the dispute or difference arose, such dispute or difference shall be referred to the relevant court in Lao P.D.R. for final resolution in accordance with Lao P.D.R. laws.

11.3 The existence of any dispute or difference or the initiation or continuance of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations pursuant to this Agreement.

12. LIABILITY OF THE PARTIES

12.1 The Consultant shall perform the Services entirely at its own cost and expenses and the Company shall not be obliged to pay the fee or reimburse any expenses in excess of the amount as provided here below. However, the Company shall be liable to pay for the actual costs incurred by the Consultant for travel and other expenses, which shall be billed separately by the Consultant.

12.2 In no event shall any Party be liable to the other for consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) arising out of or in pursuance to this Agreement.

13. MISCELLANEOUS

13.1 The Parties shall not have and will not represent themselves as having any authority to act as the agent of the other or to create any contractual obligation to any third party on behalf of the other.

13.2 Each Party hereby agrees that it shall not be entitled to assign any rights and obligations under this Agreement to any third party without the prior approval of the other Party.



- 13.3 This Agreement evidences the entire Agreement between the Parties and it overrides any earlier agreement or other document recording the understanding, or commitments of between the Parties prior to the execution hereof.
- 13.4 If any provision of the Agreement shall be declared invalid or unenforceable the remainder of the Agreement shall continue in full force and effect.
- 13.5 This Agreement cannot be changed, modified or amended except by a supplementary agreement signed by both Parties.

IN WITNESS WHEREOF the Company and Consultant hereto have executed this Agreement on the day and year first hereinabove written.

For ONODERA USER RUN LAOS Sole Company Limited

Signature:.....

Name: Mr. Jun Kato

Address: 1 Kaisonephomvihan Avenue Phonephanao village , Saysettha
district , Vientiane

Position: Director

Company
seal

Tokyo Consulting Firm Co., Ltd.

Signature:.....

Name: Mr. Shuhei Takahashi

Address: Ban Saphanthong Tai, Sok paluang Road, P.O.Box 7039,
Vientiane, 01030, Lao P.D.R.

Position: Director

Company
seal



ANNEXURE 'A'
付属書 (ANNEXURE 'A')

Services to be provided by the Consultant to the Company

乙が甲に提供するサービスは以下の通りです。

Quotation NO. Q-TCF-LA-2023-0020

1	Monthly Technical Advisory Service 月次顧問業務			
	1	Monthly Advisory for tax and accounting in Laos ラオスでの会計税務にかかる月次アドバイザリー業務	USD/Month USD/月	450
Remark 備考	<p>We will answer questions about accounting,tax, Labor and Legal by telephone or email ※会計・税務・法務・労務の実務的なご質問に、メールや電話でご回答致します。</p> <p>The service is for five (5) hours per month including responds and research. ※1ヵ月あたり5時間の対応となります。(Eメール、TEL、調査時間含む)</p> <p>We will create the quotation again in case of more than five (5) hours. ※5時間を超える場合は再度見積もりをお送り致します。</p> <p>The price is for per company. ※一社あたりの金額となっております。</p> <p>We will provide Monthly Strategic report. (If client make monthly FS) ※財務分析資料を毎月お送りさせて頂きます。(月次決算書を作成していた場合)</p>			

1	Monthly Bookkeeping Service 月次記帳代行サービス業務			
	1	The number of transaction is 1 ～100 transactions (approximately) 仕訳数が約1～100仕訳の場合	USD/Month USD/月	120
	2	The number of transaction is 1 ～100 transactions (approximately) 仕訳数が約101～300仕訳の場合	USD/Month USD/月	350
	3	The number of transaction is 1 ～100 transactions (approximately) 仕訳数が約301～600仕訳の場合	USD/Month USD/月	650
	4	The number of transaction is 1 ～100 transactions (approximately) 仕訳数が約601～1,000仕訳の場合	USD/Month USD/月	1,000
	5	The number of transaction is 1 ～100 transactions (approximately) 仕訳数が約1,001～1,500仕訳の場合	USD/Month USD/月	1,500
Contents of Service サービス概要				
	1	Inputting and Validation of journal entries 入力業務の代行・確認		
	2	Making Monthly Financial Statement 月次決算書の作成業務		
	3	Guidance of Filing Vouchers 証憑整理・指導		
Remark 備考	The price is for per company. ※一社あたりの金額となっております。 This service price is based on together with "Monthly Advisory for tax and accounting in Laos". ※『ラオスでの会計税務にかかる月次アドバイザー業務』を前提にお見積させていただきます。 We will quote again if the number of transaction is over 1,500. ※1,500仕訳を超えた場合、別途改めてお見積りさせていただきます。			
2	Monthly Tax filling Service 月次税務申告サービス業務			
	1	The number of Voucher is 1 ～100 (approximately) 伝票数が約1～100仕訳の場合	USD/Month USD/月	50
	2	The number of Voucher is 101 ～300 (approximately) 伝票数が約101～300仕訳の場合	USD/Month USD/月	200
	3	The number of Voucher is 301 ～500 (approximately) 伝票数が約301～500仕訳の場合	USD/Month USD/月	400
	4	The number of Voucher is 501 ～800 (approximately) 伝票数が約501～800仕訳の場合	USD/Month USD/月	600
	5	The number of Voucher is 801 ～1, 000 (approximately) 伝票数が約801～1, 000仕訳の場合	USD/Month USD/月	800
Contents of Service サービス概要				
	1	Calculation and submit of VAT and Withholding tax filling 月次VAT及び源泉徴収税の計算及び申告		
	2	Support for other Monthly tax (If any) submit その他税金申告サポート		
Remark 備考	The price is for per company. ※一社あたりの金額となっております。 This service price is based on together with "Monthly Advisory for tax and accounting in Laos". ※『ラオスでの会計税務にかかる月次アドバイザー業務』を前提にお見積させていただきます。 We will quote again if the number of Voucher is over 1,000. ※1,000伝票を超えた場合、別途改めてお見積りさせていただきます。			

1	Payroll 給与計算		
1	Payroll (1 person up to 5 people) 給与計算 (1名～5名まで)	USD/Month USD/月	50
2	Payroll (6 person up to 10 people) 給与計算 (6名～10名まで)	USD/Month USD/月	100
3	Payroll (11 person up to 15 people) 給与計算 (11名～15名まで)	USD/Month USD/月	200
4	Payroll (16 person up to 20 people) 給与計算 (16名～20名まで)	USD/Month USD/月	300
5	Payroll (21 person up to 30 people) 給与計算 (21名～30名まで)	USD/Month USD/月	400
Contents of Service サービス概要			
1	Calculation Monthly Salary Tax and submit 月次個人所得税の計算及び申告		
2	Calculation Monthly salary and making salary Slip 月次給与の計算及び給与明細書の作成		
Remark 備考	In case over 30 people, we will send the quotation again. ※30名を超える場合には、別途お見積りさせていただきます。		

1Half Year Tax Filing, Calculation of the Half Year Income Tax Return 中間確定申告サービス業務				
	1	Tax Return 法人税の税務確定申告	USD/Time USD/回	500
	2	Preparing of Financial Statement and Filing F/S作成とファイリング		
	3	Other Related Services その他付随業務		
Remark 備考		We do tax return at the end of the half year. ※中間法人税確定申告を行います。 This service price is based on together with "Monthly Advisory for tax and accounting in Laos". ※『ラオスでの会計税務にかかる月次アドバイザリー業務』を前提にお見積らせて頂きます。		
2Annual Tax Filing, and making Yearly Financial statement 年次法人税申告及び年次決算書の作成業務				
	1	Annual Tax Return 法人税の税務確定申告	USD/Time USD/回	1,000
	2	Preparing of Financial Statement and Filing 年次決算書作成及び申告業務		
	3	Other Related Services その他付随業務		
Remark 備考		We do tax return at the end of the year. ※年度末の法人税確定申告を行います。 We support making yearly Financial statement and submit. ※年次決算書の作成及び申告サポートを行います。 This service price is based on together with "Monthly Advisory for tax and accounting in Laos". ※『ラオスでの会計税務にかかる月次アドバイザリー業務』を前提にお見積らせて頂きます。		

<Other Points その他>

1 Regarding orders other than the services mentioned above, we will prepare separate quotations.

上記以外の業務につきましては、別途お見積もりをさせていただきます。

2 Travel, Conveyance and other expenses will be charged on actual basis.

交通費・宿泊費が必要となる場合は、別途請求させていただきます。

3 Invoice will be issued after the relevant services are rendered.

各業務が終了次第、月末締めで請求させていただきます。

4 The Consultant shall not bear any of the transfer charges while making payment of service fees, if any.

サービス報酬の支払時に送金/振込手数料等が発生する場合は、甲の負担とさせていただきます。

The above fee does not include service tax and VAT which will be charged separately at the time of billing.

5 消費税・付加価値税・売上税等の間接税は含みません。ご請求時に別途税額を含めた金額にてご請求させていただきます。