

## Support Agreement

This agreement is made as of the 17<sup>th</sup> day of January 2018 (this "Agreement"), by and between Highway Industry Development Organization with its head office at 1-26-3 Sekiguchi, Bunkyo-ku, Tokyo, Japan ("HIDO") and Centrum dopravního výzkumu, v. v. i. ("CDV") at Líšeňská 33a, 636 00 Brno, Czech Republic.

WHEREAS, HIDO desires to engage CDV to provide to HIDO certain supports, as further defined in Article 1 below (the "Supports") under the terms and conditions herein set forth; and

WHEREAS, CDV agrees to provide the Supports for HIDO under the terms and conditions herein set forth.

NOW THEREFORE, it is hereby agreed:

### Article 1. Supports

1. HIDO entrusts the Supports, described in the specifications attached hereto as Exhibit A (the "Specifications") to CDV, and CDV accepts and agrees to render the Supports to HIDO in accordance with the Specifications and this Agreement. The scope and contents of the Supports shall be set forth in the Specifications.

### Article 2. Creation of a Product

1. CDV shall perform the Supports in accordance with the Specifications and complete the creation of work product described in the Specifications in EXHIBIT A (the "Product") by the Delivery Date, defined in Article 3.1, and deliver the Product to HIDO.
2. HIDO may request a report on the progress of the Supports from CDV as necessary and CDV will comply with any such request.
3. The Product shall at the discretion of HIDO be either a single deliverable or multiple deliverables to achieve reporting investigation task of this scope.
4. This support contract shall cover all task up to the end of this contract.
5. CDV shall make the same expert available to support for a follow up the deliverable(s) through to achieve to continuation of similar investigation task after the terms if so required by HIDO.

### Article 3. Inspection and Delivery of a Product

1. CDV should complete the Supports, which means one time to deliver the Product by email to HIDO by January 31, 2018 (the "Delivery Dates").
2. Upon receiving the completed Product, HIDO shall inspect the Product to determine whether they are in accordance with the Specifications. If there is a discrepancy between the Product and the Specifications, HIDO will notify CDV within a reasonable amount of time, not to exceed 7 business days from the Delivery Date, unless the Parties mutually agree upon a different time period.



3. If, upon inspection, HIDO notifies CDV of a discrepancy between the Product and the Specifications, CDV shall revise, modify, repair or replace, at no cost to HIDO, such discrepancy within a time period specified by HIDO. Upon receiving such revised, modified, repaired or replaced Product, HIDO shall once again conduct the inspection prescribed in the preceding paragraph. Any external expenses incurred by HIDO related to such re-inspection shall be borne by CDV but shall not exceed the payments that have been made to CDV.
4. If, upon inspection pursuant to Article 3.3 above, HIDO accepts of the completed Product, the Supports to HIDO shall be completed and such completion date shall be the date of final acceptance (the "Final Acceptance Date").

#### Article 4. Support Fee

1. HIDO shall pay to CDV not to exceed the amount of 4,500 USD as consideration for the Supports (the "Support Fee").
2. The payments are 4,500 USD on January 31, 2018. CDV shall promptly submit an invoice to HIDO on each term. HIDO shall, upon receiving such invoice, transfer the Support Fee into the bank account designated by CDV.
3. The support Fee shall include all travel and subsistence costs incurred by CDV in fulfillment of this contract subject to the following conditions:
  - a) No travel outside of the Czech Republic shall be expected to be made by CDV.
  - b) CDV shall not be expected to fund the travel and subsistence costs of any parties whatsoever even in fulfillment of Article 3.3.
  - c) If HIDO require CDV to make any travel to meetings, this shall be supplemental to this agreement and shall only be undertaken on written instruction by HIDO with any appropriate budget agreed between the parties in writing in advance for any associated travel and subsistence costs involved.
4. Terms of payment:  
Within one (1) months after the day of the receipt of invoice.
5. All Support Fees shall be remitted in the form of Bank transfer by HIDO to CDV's bank account as follows:  
Account Name: CENTRUM DOPRAVNÍHO VÝZKUMU, v. v. i.  
Account No.: 382 398 463/0300  
Bank Code:  
Bank Name: Československá obchodní banka, a.s.  
Swift Address: CEKO CZ PP  
iBAN: CZ20 0300 0000 0003 8239 8463  
Bank Address: Milady Horákové 6, 601 79 Brno, Czech Republic



Article 6. Prohibition of Illegal Acts

1. CDV shall comply with all laws and regulations in performing the Supports and shall not engage in any illegal acts.
2. In the event that the CDV's willful misconduct or gross negligence in the performance of the Supports causes HIDO or any third party to incur damages, or gives rise to any dispute with a third party, CDV shall promptly notify HIDO and assume the obligation to compensate such damages or to resolve such disputes at its own expense.

Article 7. Security Regulations and Management of Provided Data

1. If CDV must use HIDO's facilities, equipment and instruments in order to perform the Supports, shall obtain the prior approval of HIDO and shall use such facilities, equipment and instruments in accordance with the conditions determined by HIDO. In addition, if CDV must work in HIDO's premises, it shall comply with all safety and security regulations of HIDO.
2. CDV shall keep and maintain the Provided Data with the care of a good manager in the same manner as it would protect own such information. Upon completion of the Supports or upon a request from HIDO, CDV shall return the Provided Data to HIDO without delay.

Article 8. Warranty of a Product.

1. CDV warrants to HIDO that the Product satisfies the terms and conditions set forth in the Specifications and this Agreement.
2. Unless otherwise specifically provided, for a period of one (1) year following Product inspection, if any Product is found to be defective, CDV shall, at HIDO's option, either repair the defective Product free of charge or provide a replacement product; provided, however, that such repair or replacement shall not prevent HIDO from exercising its right to request compensation for damages incurred due to the defect and to terminate this Agreement related to the defect.
3. The rights of HIDO in the preceding paragraph shall survive the expiration of the period set forth in the preceding paragraph if there is willful misconduct or gross negligence on the part of CDV, or if a Product defect causes damages to any person or property.

Article 9. Assignment

CDV shall not assign any right arising from this Agreement or delegate its obligations hereunder to any third party, or transfer to any third party its position under this Agreement.

Article 10. Amendment of Agreement

1. HIDO may, for cause, amend or cancel all or part of this Agreement until the Supports are completed.
2. If CDV incurs any damages due to amendment or cancellation pursuant to the preceding paragraph, CDV may notify HIDO of the details of such damages in writing within 15 days after such amendment or cancellation, and request compensation for such damages.

Article 11. Liability for Damages



If CDV causes any damages to any third party in performing the Supports, CDV shall be liable for compensating such damages.

Article 12. Problem Solving

If the problems occur, HIDO and CDV will cooperate each other and both parties shall make best efforts to resolve the problems.

IN WITNESS WHEREOF, this Agreement shall be prepared in duplicate and upon signing and sealing HIDO and CDV shall each retain one (1) copy.

Highway Industry Development Organization :

By 朝倉康夫  
Name: Yasuo Asakura



Title: Chairman  
Date: 2018-1-17

Centrum dopravního výzkumu, v. v. i. :

Joprního výzkumu, v. v. i.  
Lišeňská 33a, 636 00 Brno  
By   
Name: Ing. Jindřich F. ě, Ph.D.  
cdv@cdv.cz  
IČ: 44 99 45 75  
DIČ: C244994575

Title: Director  
Date: 2018- -  
17. 01. 2018



**EXHIBIT A**

[Specifications]

HIDO expects following schedule of work progress

1. Investigation report by emails in end of January 2018 about the regulated heavy vehicle and commercial freight vehicle road transport monitoring as stated below. The amount of reporting is proportionate to the scale of the contract.
  - 1.1 Framework for monitoring of heavy vehicle road transport
  - 1.2 Regulations or laws to be applied
  - 1.3 Who gives permit of heavy vehicle road transport: road operator or jurisdictions (police)?
  - 1.4 Who should apply for that permit: transport operator, consigner, driver?
  - 1.5 What factor is used for analyzation of heavy vehicle road transport routes? : vehicle weight limit, vehicle size limit, road infrastructure limit?
  - 1.6 Contents of permit: transport route, transport time window, escort car required?
  - 1.7 Permit required for each vehicle or multiple vehicles?
  - 1.8 Permit validity
  - 1.9 Contents of penalty on violation of permit: regulations contents
  - 1.10 Amount to be paid by permit applicant
  - 1.11 Measure of monitoring of vehicle transport route
  - 1.12 Enforcement details: by whom, how often?
  - 1.13 Measure of monitoring of vehicle weight: WIM, OBW or other?
  - 1.14 Required sensor accuracy for enforcement
  - 1.15 Other valuable information

Expected support task to HIDO

- Perform specified investigation task
- Reporting to HIDO about work progress

Deliverables

- Investigation reports by e-mails



