

Application for JETRO Invest Japan Service

We, _____ (the "Company"), hereby apply for JETRO Invest Japan Service with acknowledgement of and agreement to comply with the following:

1. JETRO is a Japanese governmental organization with the objective of promoting foreign investment in Japan and with the role of supporting non-Japanese companies to establish business enterprises, and foreign-affiliated companies to expand business, in Japan. JETRO may, after approving the Company for support, provide various services (the "Service") as follows: (i) information and advice on market entry and business expansion (industry and market information, and information on related laws and regulations, administrative procedures, incentives offered by local governments, etc.); (ii) temporary office space; and other supports incidental to the foregoing.
2. The availability and content of the Service to the Company shall be determined by JETRO at its discretion. JETRO may terminate any and all legal relationship with the Company in connection with the Service and other matters ancillary thereto by refusing to offer or discontinuing the provision of the Service, and JETRO shall not be liable to the Company in respect thereof, if the Company falls under any of the following: (i) if the Company, whether in Japan or overseas, commits any act which violates any laws, regulations, orderly business manners, and the like; (ii) if the Company, whether in Japan or overseas, misuses, abuses, or undermines the dignity of the JETRO name; (iii) if the Company fails to comply with the content of this application (the "Application"); (iv) if the Company is found to have made a false statement to JETRO; (v) if the Company is found to be engaged in a business that violates public order or morals; (vi) if the Company is found to be involved in or substantially involved in an anti-social force or is listed on the SDN list or other national sanctions list; or (vii) if JETRO considers it inappropriate to provide the Company with the Service.
3. All information provided by JETRO is intended only for general guidance purposes and does not constitute legal advice. JETRO makes no warranty whatsoever as to its accuracy, completeness, suitability, recentness or any other characteristic of any information. The provision by JETRO of the Service to the Company shall not be considered as assignment or license to the Company, of all intellectual property (including knowhow) vested in or licensed to JETRO. JETRO may change, amend, discontinue or abolish all or part of the Service without any notice to the Company. The Company shall determine whether to accept the Service by its responsibility and sole discretion.
4. Upon JETRO's request, the Company shall provide JETRO with a letter of consent by which the Company's partner in Japan agrees that the Company receives the Service from JETRO (Confirmation Note) or any other equivalent instrument approved by JETRO, a letter of appointment by which the Company designates a party/individual (such as an agent, consultant) who receives the Service on behalf of the Company (Appointment Letter).
5. JETRO may request the Company to provide any other information available which JETRO reasonably considers necessary to provide the Service (including the information which may affect JETRO's determination on the availability and content of the Service to the Company as stipulated in Paragraph 2).
6. If JETRO determines that the Company or its affiliates has successfully completed the establishment or expansion of its business in Japan after using the Service, or if the Company has made public its decision to implement such activities, JETRO may include the name of the Company in a list of companies that have used the Service and make it available to the public. If the Company does not wish to disclose its name, JETRO will treat the said information as internal information between JETRO and the relevant ministries and agencies, unless the said information falls under the exclusion grounds such as publicly known information, disclosure required by laws, exchange regulations or court order, etc.
7. The Company will complete JETRO's Client Satisfaction Survey after receiving the Service. Upon the Company's successful completion of business establishment or expansion in Japan or the Company's decision to implement such activities, the Company shall inform JETRO of such completion or decision and respond to JETRO's follow-up survey such as questionnaire and interview.
8. All legal relations, rights, and obligations relating to the Service shall be governed by the laws of Japan. The period of the Service shall be three (3) years commencing from the date the Company signs this Application, until the date JETRO ceases to provide the Service pursuant to Paragraph 2, or until the Company notifies JETRO in writing of its intention to terminate the Service, whichever comes first.

Company Name : _____

Name and Title of Authorized Signatory (print) : _____

Signature : _____ Date : _____