SERVICES AGREEMENT

This Agreement is made and entered into this [day] of [month] 2026, by and between the Toronto office of the Japan External Trade Organization at 120 Adelaide Street West, Suite 916, Toronto, Ontario, M5H 1T1 ("JETRO" or "JETRO Toronto") and [contractor's name and address] ("Contractor".)

1. Services

1.1 During the Term (as defined in section 3 below) of this Agreement, the Contractor shall render to JETRO the services as specified below and in Exhibit I (Application Guideline will be inserted as Exhibit I) and Exhibit III (Proposal will be inserted as Exhibit III) (the "Services") in accordance with the terms and conditions set forth in this Agreement.

Phase 0:	Participants selection
Phase 1:	Kick-off Program (Online and in Japan)
Phase 2:	Online Program
Phase 3:	Program in Canada/Follow-up

2. Compensation

2.1 For Contractor's Services set forth in this Agreement, JETRO's maximum total payment amount to the Contractor will be [CA$_______] including HST in three payments. The details of which are outlined below in section 2.1.1.

2.1.1 Breakdown of Compensation

<u>The first payment</u>:
Once the number of startups participating to the Program ("Supported Company") is identified and mutually confirmed with JETRO, 50% of the Phase 1 fee, which is, [CA$_______] inclusive of HST will be invoiced by the Contractor to JETRO.

<u>The second payment</u>:
Upon completion of Phase 2, the payment of the remaining 50% of the Phase 1 fee and the fee for Phase 2 will be invoiced by the Contractor to JETRO. The fee for Phase 2 shall be identified based on the number of Supported Companies.

<u>The third payment</u>:
The third will be invoiced by the Contractor after the Phase 3 is completed upon delivery of the final report. Program completion is defined as the submitted deliverables as described and outlined in Exhibit I, along with a subsequent inspection by JETRO. Note that the third payment will be determined based on the incurred items, in accordance with the agreed unit price in Exhibit II (Quote will be inserted as Exhibit II).

2.2 Compensation shall include any and all fees, charges, costs and expenses, including any applicable tax, and there shall be no additional payment obligation of JETRO to the Contractor under this Agreement.

2.3 Each invoice will be paid by JETRO within thirty (30) calendar days from its receipt of such invoice. In the event that JETRO in good-faith disputes an invoice submitted by the

Contractor, JETRO may withhold payment of any amount subject to the dispute; provided, however, that (i) JETRO shall continue to pay all undisputed amounts in accordance with the terms hereof, and (ii) the Contractor shall continue to perform its obligations hereunder. In the event of a dispute regarding the amount of any invoice, the parties shall utilize the same dispute resolution terms set forth in this Agreement. No failure by JETRO to identify contested charges prior to payment thereof will not limit or waive any of JETRO's rights or remedies with respect to such charges. Unpaid Compensation in good-faith dispute shall not be considered a basis for default hereunder.

3. Term

3.1 The term of this Agreement (the "Term") shall commence on the date of execution and expire on March 19, 2027.

3.2 Notwithstanding the foregoing, however, either party may terminate this Agreement for any reason during the Term by providing at least 30 days prior written notice to the other party, except that JETRO may terminate this Agreement immediately in the event the Contractor collects and uses unauthorized material described in Section 6 below and the Contractor may terminate immediately in the event that JETRO fails to make payments to the Contactor for work completed in accordance with section 2 above.

4. Rights

4.1 Any reports, memoranda, brochures, photographs, slides, pamphlets, recordings, audio-visual works, computer programs, and any other material of any kind and nature specifically created or developed by the Contractor under this Agreement ("Work") shall be the sole property of JETRO, and JETRO will exclusively retain all right, title and interest in and to such Work, except that the Contractor will also retain the right, title and interest in and to the slides and other material that the Contractor creates or prepares for mentoring and seminar presentations.

4.2 Notwithstanding the foregoing, all intellectual property owned by or otherwise proprietary to the Contractor prior to the commencement of the Term will remain the Contractor's sole and absolute property, regardless that it may be that is embedded or included in the Works or otherwise provided with the Services ("Contractor Intellectual Property"). Contractor grants to JETRO a non-exclusive, royalty-free licence to use the Contractor Intellectual Property during the Term the extent such use is in connection with the Services.

4.3 To the extent that Work is entitled to protection under the copyright laws of the Canada and anywhere in the world, JETRO and the Contractor agree to the following provisions:

4.3.1 Work has been specifically ordered and commissioned by JETRO as a contribution to a collective work, a supplementary work or other category of work eligible to be treated as a "Work made in the course of employment" as defined under the Copyright Act in Canada ("the Copyright Act").

4 .3.2 Work shall be deemed a commissioned work and a work made in the course of employment to the greatest possible extent permitted by law.

4.3.3 JETRO shall be the sole author of the Work and any work embodying the Work according to the Copyright Act.

4.3.4 To the extent that Work is deemed for any reason not to be a work made in the course of employment, the Contractor agrees to and does hereby irrevocably assign all rights, title and interest in and to such Work, including all copyright rights, to JETRO.

4.3.5 The Contractor agrees to waive all moral rights relating to the Work developed or created, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modification, except that the Contractor shall be given proper attribution and recognition for the Work by JETRO as appropriate.

4.4 To the extent that the Contractor desires to copy, publish or otherwise use any Work for purposes other than those necessary to provide Services under this Agreement, the Contractor shall obtain prior written permission of JETRO which shall not be unreasonably denied, delayed or conditioned, except that the foregoing requirement to obtain the permission of JETRO will not apply to the slides and other material that the Contractor creates or prepares for seminar presentations.

5. Representations and Warranties

The Contractor represents and warrants that the Work the Contractor creates or prepares pursuant to this Agreement will be original or otherwise will not infringe upon the rights of any third party, and will not have been previously assigned, licensed or otherwise encumbered.

6. Prohibition Matters

The Contractor shall not engage in any of the following acts:

6.1 To divulge any confidential information (including personal information) that becomes known to it through this Agreement or in the course of performance of the Services to any third party or to use it for any purpose other than performance of the Services, except in the case where JETRO's prior approval in writing or by electromagnetic means is obtained;

6.2 To commit any act that is contrary to any applicable law or regulation;

6.3 To abuse its position in performing the Services or to engage in any act that may be misunderstood as abuse of such position;

6.4 To engage in any act that damages or is likely to damage JETRO's reputation and credibility in society;

6.5 To solicit business or to engage in any act to illicitly provide financial profit to third parties;

6.6 To engage in any act that causes it to have a direct stake in the Supported Company (which refers to any company involved in the Contracted Services by JETRO's instruction or approval, such definition to apply hereinafter), including acts of entering into agreements with the Supported Company, such as entering into an outsourcing agreement, an advisory agreement, a training service agreement, or any other agreement, or acts of entering into a business transaction with the Supported Company, including but not limited to, purchasing or selling goods or providing services, during the term of this Agreement, except in cases where the Contractor requests in writing the approval of such act as not being against the Supported Company's will and JETRO provides an approval in writing or via electromagnetic means in advance. Notwithstanding the foregoing, JETRO acknowledges that as a condition for membership in the Contractor's, companies are required as a matter of course to provide equity to the Contractor. Such receipt of equity by the Contractor from any Supported Company that chooses to join the Contractor shall not be considered a contravention of this restriction. For further clarity, no Supported Company shall be required to join the Contractor as a condition of the Services.

6.7 To use JETRO's trademark or mark without JETRO's prior approval in writing or via electromagnetic means;

6.8 Unless doing so is necessary for performing the Contracted Services, to use JETRO's name or the title of the Contracted Services (hereinafter collectively referred to as the "Name"), or business cards bearing the Name, without JETRO's approval in writing or via electromagnetic means;

6.9 Even if JETRO's prior approval has been obtained, to use the Name or business cards bearing the Name in violation of the directions for usage separately notified by JETRO in writing or by electromagnetic means, except where the Contractor mentions JETRO's name as a part of the Contractor's own records of contracts awarded in its profile, expressly indicating each period of such contracts, unless otherwise instructed by JETRO; and

6.10 To continue to use the Name or not to return or dispose of business cards bearing the Name despite JETRO's instruction after the expiration of the term of this Agreement.

7. Prohibition of Use of Unauthorized Information or Material

7.1 In providing the Services or otherwise performing the duties under this Agreement, the Contractor shall rely exclusively on publicly available or otherwise properly authorized information or sources.

7.2 With respect to any organization that is referred to the Contractor by JETRO for consultation services pursuant to this Agreement, the Contractor will require such organization to sign a consent form acknowledging and confirming that the Contractor is not engaged by the organization and that the Contractor may disclose to JETRO certain information exchanged in the course of those consultation services.

7.3 During the Contractor's engagement by JETRO and thereafter, the Contractor shall not make any derogatory, negative or disparaging statement or perform or do any other act prejudicial or injurious to the reputation or goodwill of JETRO. The Contractor will not, without JETRO's prior written consent in each instance, use in advertising, publicity or other promotional endeavors, the name of JETRO or any of JETRO's affiliates, or any officer or employee of JETRO, or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof used by JETRO or its affiliates, or represent, directly or indirectly, that any product or service provided by the Contractor has been approved or endorsed by JETRO, or refer to the existence of this Agreement in press releases, advertising or materials distributed to the Contractor's prospective customers.

7.4 JETRO may unilaterally terminate this Agreement at any time during the term of this Agreement, without any further compensation or liability to the Contractor, if JETRO determines that any information or material has been, or is about to be, obtained in an improper manner, or in violation of any rights of a third party, by the Contractor in providing the Services under this Agreement.

8. Indemnification

8.1 JETRO shall indemnify, and hold harmless, the Contractor, its directors, employees and agents from and against any claims, damages, losses, liabilities, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred or caused to the Contractor by reason of any actual or alleged breach by JETRO or arising out of the release of materials previously reviewed and approved by JETRO.

8.2 The Contractor shall indemnify, and hold harmless, JETRO, its directors, employees and agents from and against any claims, damages, losses, liabilities, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred or caused to JETRO by reason of any breach by the Contractor of its obligations under this Agreement and from any negligent acts taken by the Contractor pursuant to this Agreement.

9. Confidentiality

The Contractor recognizes that, as a valued independent contractor of JETRO, the Contractor occupies a position of trust with respect to business information of a secret, proprietary or confidential nature that is the property of JETRO and which has been or will be used by or imparted to the Contractor from time to time in the course of providing the Services hereunder. The Contractor acknowledges and agrees that such Confidential Information (as defined below) of JETRO is comprised of important, material and confidential trade secrets and proprietary information of JETRO, and materially affects the successful conduct of JETRO's business, operations and goodwill. The Contractor therefore agrees that, during the term of this Agreement and thereafter, except in the good faith performance of the Services hereunder, the Contractor neither shall use nor disclose, directly or indirectly, for the Contractor's own behalf or to any third person or entity, any Confidential Information (as defined below). "Confidential Information" means and includes (i) all knowledge, documents, data, information and material concerning JETRO or its business, operations, affairs, plans and financial condition, and (ii) all information that has been disclosed to JETRO by any third party under an agreement or circumstances requiring such information to be kept confidential and that JETRO has indicated in writing to Contractor that it is confidential, but does not include information that is in the public domain through no fault of the Contractor. The Non-Disclosure Agreement can be found at Exhibit IV.

10. Public Disclosure of the Agreement

The existence and content of this Agreement shall not be treated confidential. JETRO may disclose for public inspection any and all parts of this Agreement, it being understood that any references to the Contractor beyond this, shall be upon approval by the Contractor.

11. Compliance with Applicable Law

In providing the Services under this Agreement, the Contractor shall strictly adhere to any and all applicable federal and provincial statutes and regulations.

12. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the province of Ontario.

13. Counterparts

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together constitutes one and the same agreement. Delivery of an executed counterpart of this Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

For JETRO Toronto:	For [Contractor Organization]:
____________________________	____________________________
Name: HATANO Yuichi	Name: [Contractor's name]
Title: Executive Director	Title: [Contractor's title]
Address: 120 Adelaide Street West, Suite 916, Toronto, ON M5H 1T1	Address: [Contractor's address]

Exhibit IV

Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made and entered into as of the date that the Services Agreement is effective (the "Effective Date"), between the Japan External Trade Organization – Toronto Office ("JETRO") and Contractor ("Contractor"). (JETRO and Contractor may be referred to collectively in this Agreement as the "Parties," and individually as a "Party").

1. Purpose of Disclosure ("Purpose"). JETRO wishes to discuss with Contractor opportunities for possible business support for Japanese companies to develop the Canada regional market, and for Canadian companies to develop the Japanese market, and in connection with such discussions or in the conduct of any resulting business support, JETRO may disclose or make available to Contractor certain information, which JETRO desires Contractor to treat as confidential.
To ensure the protection of such Confidential Information (as defined in Section 2 below) and in consideration of the agreement to exchange information, the Parties agree as follows:

2. Confidential Information. "Confidential Information" means all information and materials of a confidential, secret or proprietary nature disclosed by or on behalf of JETRO or any of its affiliates (the "disclosing Party") to Contractor (the "receiving Party") in the course of discussions or activities related to the purpose of disclosure described in Section 1 above (the "Purpose"), before or during the term of this Agreement, either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, information and materials regarding: personal information, company lists, market reports, proposals, contracts, technical and/or financial information and other data or information, in each case whether or not identified or marked as "confidential," and including all documents, presentations, information, reports, materials, evaluations and copies of the receiving Party to the extent incorporating or generated from any of the foregoing information of the disclosing Party. The disclosing Party's Confidential Information may also include information obtained by the disclosing Party from its client companies or other third parties who have entrusted their confidential information to the disclosing Party.
Confidential Information shall not, however, include any information which the receiving Party can establish by written records: (i) was publicly known and generally available in the public domain prior to the time of disclosure by the disclosing Party to the receiving Party; (ii) becomes publicly known and generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party or any of its employees or agents; (iii) was already in possession of the receiving Party, as evidenced by receiving Party's contemporaneous records, immediately prior to the time of disclosure to the receiving Party by the disclosing Party; (iv) is obtained by the receiving Party from a third party who has a right to disclose such information free of any obligation of confidentiality and who is not providing such information on behalf of the disclosing Party; or (v) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information and other than under an agreement with the disclosing Party.

3. Non-Use and Non-Disclosure of Confidential Information. The receiving Party agrees not to, directly or indirectly, use or allow any third party to use, any Confidential Information of the

disclosing Party for any purpose other than the Purpose or as otherwise approved in writing by the disclosing Party. The receiving Party agrees not to disclose any Confidential Information of the disclosing Party to any third party or to receiving Party's employees, except to those employees or consultants of the receiving Party or any of its affiliates who have a specific need to know such information in order to advise the receiving Party with respect to the Purpose and who are bound by written or professional obligations of confidentiality and restrictions on use that apply to Confidential Information of the disclosing Party and are at least as stringent as those set forth in this Agreement.

4. Disclosure Required by Law. Notwithstanding anything in this Agreement to the contrary, the receiving Party may disclose Confidential Information of disclosing Party to the extent such disclosure is required by applicable law, including pursuant to subpoena or other court order, provided that the receiving Party gives the disclosing Party prompt written notice of such requirement prior to such disclosure and cooperates with the disclosing Party's efforts to limit the scope of the information to be provided or to obtain an order protecting the information from public disclosure. This Agreement may also be disclosed to the extent required under the Japanese statute titled Act on Access to Information Held by Incorporated Administrative Agency (December 5, 2001, Law 140).

5. Maintenance of Confidentiality. The receiving Party shall take at least those measures to protect the confidentiality of the Confidential Information of the disclosing Party, and to prevent unauthorized use of such Confidential Information, as the receiving Party uses to protect its own confidential information of a similar nature, but not less than reasonable care.

6. No Obligation. Nothing in this Agreement shall obligate any Party to disclose any Confidential Information, to enter into any other agreement, or to proceed with any transaction between them, and each Party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Purpose.

7. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." NONE OF THE PARTIES MAKE ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, TO THE OTHER PARTY REGARDING THE ACCURACY, COMPLETENESS OR PERFORMANCE OF CONFIDENTIAL INFORMATION DISCLOSED UNDER THIS AGREEMENT EXCEPT THAT IT HAS THE RIGHT TO DISCLOSE SUCH CONFIDENTIAL INFORMATION UNDER THIS AGREEMENT.

8. Return of Materials. The receiving Party shall return to the disclosing Party all of the disclosing Party's Confidential Information in its possession and destroy or delete from its equipment all materials containing Confidential Information. One copy of such Confidential Information may be retained by the receiving Party for the purpose of complying with this Agreement. The return of Confidential Information shall not affect the obligations of the receiving Party to treat the Confidential Information as confidential and to restrict its use thereof.

9. Property. The Confidential Information shall at all times remain the property of the disclosing Party. For the avoidance of doubt, information provided by each respective Party with respect to the terms of the potential transaction shall be deemed to be the property of such Party.

10. Term. The obligations of the receiving Party under this Agreement with regard to non disclosure and restrictions on use of Confidential Information of the disclosing Party disclosed

under this Agreement shall survive any termination or expiration of any Services Agreement, and shall continue in effect for a period ending five (5) years after the date of termination or expiration of this Agreement.

11. Remedies. The receiving Party agrees that in the event of any breach or threatened breach of this Agreement by the receiving Party or its officers, employees, consultants, or agents, the disclosing Party shall be entitled to compensation for actual damages for any loss incurred by reason of such breach or threatened breach, including all reasonable attorneys' fees and costs. The receiving Party further agrees that any such breach or threatened breach of this Agreement may result in irreparable injury to the disclosing Party, for which monetary damages may be an inadequate remedy, and agrees that the disclosing Party shall be entitled to temporary and permanent injunctive relief as necessary to restrain such breach or threatened breach and to otherwise specifically enforce the provisions of this Agreement.

12. Material Inside Information. Each Party acknowledges that it is aware of applicable law, including but not limited to Japanese securities laws and Canadian regulations that restrict persons with material non-public information about a company obtained directly or indirectly from that company under obligations of confidentiality from purchasing or selling securities of such company, or from communicating such information to any other person. Each Party hereby agrees and undertakes to comply with any such provisions and to use its reasonable efforts to cause its representatives to comply with such provisions, in each case to the extent and where applicable.

13. Dispute Resolution. The Parties shall use all reasonable efforts to resolve any disputes, controversies or differences arising out of or in connection with this Agreement amicably, including the use of a mutually agreeable, non-binding mediation procedure.

14. Miscellaneous. This Agreement shall bind and inure to the benefit of the Parties hereto and their successors and permitted assignees. Neither of the Parties may assign this Agreement without the prior written consent of the other Party. This Agreement shall be governed by English law without reference to conflict of laws principles. This document contains the entire agreement between the Parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver of such provision or of any other provision. Each Party shall have, in addition to any remedies available at law, the right to seek equitable relief to enforce this Agreement without the need for a bond or to prove harm. This Agreement may not be amended, nor any obligation waived, except by a written document signed by both Parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be deemed to constitute one agreement. It is understood and agreed that if facsimile copies of this Agreement bearing facsimile signatures are exchanged between the Parties, such copies shall in all respects have the same weight, force and legal effect and shall be fully as valid, binding, and enforceable as if such signed facsimile copies were original documents bearing original signature.