

※Please make sure to read this information carefully.※

<For Shopee>

**ASEAN E-Commerce Sales Enhancement Support Program
(Malaysia, Thailand, Indonesia)**

Participation Guidelines

1. Participation Agreement

- (1) If the number of applications exceeds the planned capacity, the application period may close earlier than the designated dateline.
- (2) All applications must be submitted by the specified dateline, following the procedures outlined in the "Application Guidelines.
- (3) Participants will be selected by JETRO and its designated contractors. Please note that individual reasons for non-selection will not be disclosed.

2. Acceptance of Participation, Invalidation and Termination of Agreement

- (1) JETRO and its contractors reserve the right to revoke acceptance of a participation agreement or consent at any time if a participant is deemed ineligible. In such cases, the participant may be held liable for all damages incurred by JETRO and its contractors, including but not limited to direct damages, legal fees, expert fees, and other related costs. However, the Participant shall not be entitled to claim compensation from JETRO or its contractors for any losses resulting from disqualification.
- (2) JETRO and its contractors reserve the right to terminate the participation agreement without notice in the event that a Participant violates any of the terms and conditions of this agreement. JETRO and its contractors shall be entitled to claim compensation for any damages arising from the breach.

3. Cancellation Policy

In principle, cancellations are not permitted after submitting an application. If cancellation becomes unavoidable due to exceptional circumstances, the participant must promptly notify JETRO. Please be advised that unjustified cancellations may be taken into consideration in future participant selection for future projects by JETRO.

4. Project Cancellation and Modification.

- (1) JETRO and its contractors reserve the right to modify or discontinue all or part of the project if circumstances beyond their control make implementation difficult. Such circumstances may include, but are not limited to, unavoidable diplomatic, economic, or other external factors.
- (2) JETRO and its contractors also reserve the right to modify or cancel all or part of the

project, even after applications have been received, if compelled to do so by natural disasters, political instability, or other uncontrollable events. In such cases, JETRO and its contractors shall not be held liable for any expenses or damages incurred by Participant as a result of the modification, or cancellation of the project.

5. Handling of Unstipulated Matters

- (1) Any matters not addressed in this outline or supplementary information will be governed by the provisions in the "Application Guidelines". If an issue arises that is not covered by these guidelines, or if new provisions are introduced by the sponsor, JETRO and the sponsor may determine appropriate measures to address the situation. In such cases, JETRO and its contractors will promptly inform the Participant, who shall comply with the measures as instructed.
- (2) JETRO and its contractors will determine the appropriate course of action for any matters not stipulated in the "Application Guidelines" or the "Participation Guidelines".

6. Exclusion of Anti-Social Forces

- (1) The Participant represents and warrants to JETRO that it is not currently, and will not in the future become, an anti-social force. In this Article, "anti-social force" refers to organized crime groups as defined in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991), including such groups and their affiliated organizations, members, quasi-members, companies affiliated with such groups, general assembly agents, groups advocating social or political movements, special intelligence violence groups, or any persons equivalent to these, as well as individuals who have ceased to fall under any of these categories within the past five years. The Participant also represents and warrants that it does not fall under any of the following items:
 - ① Its parent company, officers, or any individuals nominally or substantially involved in the management of the Participant's company are classified as antisocial forces.
 - ② It is affiliated with anti-social forces, or any agent, intermediary, or trustee (including agents or intermediaries acting on behalf of trustees) is acting on behalf of anti-social forces.
 - ③ It maintains a relationship in which anti-social forces are deemed to exert control over, or be substantially involved in, the management of the Participant's company.
 - ④ It maintains a relationship that involves the improper use of, or association with, anti-social forces.
 - ⑤ It has provided, or plans to provide, funds or other benefits to anti-social forces, regardless of the form or designation of such support.
 - ⑥ It engages in any of the following illegal acts, either directly or through a third party:

- A) Acts of violent demand.
 - B) Unreasonable demands that exceed legal obligations.
 - C) Threatening behavior or use of violence in connection with business transactions.
 - D) Spreading false rumors, using fraudulent means or applying pressure to damage JETRO's credibility or obstruct its operations.
 - E) Any other acts similar to those listed above.
- ⑦ It maintains any other inappropriate or reprehensible relationship with anti-social forces.
- (2) If the Participant is found to be in breach of the representations and warranties set forth in Section 6(1), JETRO and the sponsor may immediately terminate the Participation Agreement without prior notice.
- (3) In the event that JETRO terminates the Participation Agreement pursuant to Section 6(2), the Participant shall not be entitled to claim any compensation from JETRO for damages resulting from such termination.
- (4) Regardless of whether the termination is based on the provisions of Section 6(2), if JETRO incurs any damages as a result of the Participant's breach of the representations and warranties in Section 6(1), JETRO reserves the right to claim compensation from the Exhibitor for the damages incurred.
- (5) Exhibitors who fall under any of the following categories shall be deemed ineligible to participate. If an Exhibitor is found to fall under any of these categories, they may be disqualified or have their selection revoked:
- ① Businesses that violate public order or morality
 - ② Businesses considered socially inappropriate for the use of public funds, as defined in Article 2 of the Act on Control and Improvement of Amusement Business (Act No. 121 of 1948)
7. Disclaimer
- (1) JETRO and its contractors shall not be held liable for any damages arising from or in connection with this project, except in cases where such damages result from intentional misconduct by JETRO or its contractors.
- (2) This project will be carried out using services provided by the consignee, as well as the consignee's affiliated companies, partner companies, cooperating entities, and companies introduced by the consignee. JETRO shall not be responsible for any disadvantages or losses incurred by Participant during the implementation of the project or through services provided by these entities.
- (3) JETRO and its contractors shall not be liable for any damages or disadvantages incurred by Participant due to project cancellation or matters beyond the scope of the this outline.

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Furthermore, JETRO and its contractors shall not be responsible for any losses or damages incurred by the Participant in the event that participation becomes impossible due to changes in or tightening of applicable regulations.

- (4) By participating in this service, the Participant agrees that JETRO may anonymize the outcomes in a manner that does not identify individual companies, and may publish the results in aggregated form following statistical processing.

8. Disputes

Any disputes arising from or related to these guidelines shall be governed by and interpreted in accordance with the laws of Japan. The Tokyo District Court shall have exclusive jurisdiction as the court of first instance.

END

Special Notes on Export Control and Related Regulations under the Foreign Exchange and Foreign Trade Act

Participating Companies are required to carefully review, acknowledge, and agree to the following special notes ("Special Notes") concerning export control and other applicable regulations governed by the Foreign Exchange and Foreign Trade Act.

Description

1. Participating companies must comply with all applicable laws and regulations concerning export control, including the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949), the Export Trade Control Order, and the Foreign Exchange Order (collectively referred to as the "Foreign Exchange and Foreign Trade Regulations"). Companies are also expected to understand and adhere to similar export control laws and regulations in other relevant jurisdictions, such as the U.S. Export Administration Regulations (EAR) (Refer note 1), as well as other provisions stipulated under the Foreign Exchange Regulations and equivalent regulations in other jurisdictions (collectively referred to as the "Foreign Exchange and Foreign Trade Act-related Regulations"). Companies shall carry out all necessary procedures and ensure compliance at their own responsibility and discretion.
2. Participating companies shall not exhibit goods or display technologies (collectively referred to as "Exhibits") at trade fairs, business meetings, e-commerce platforms, or similar venues, nor shall they use services provided by JETRO—such as information provision, advice, business matching, or inquiries (collectively referred to as "Services")—in cases where there is a possibility of violating export control regulations under the Foreign Exchange and Foreign Trade Act-related Regulations, including but not limited to the export of restricted goods or provision of technology overseas, or other regulations under the Foreign Exchange and Foreign Trade Act (including, but not limited to, regulations related to foreign investment). Participating companies hereby confirm and commit to refraining from such activities at their own responsibility and discretion.
3. If JETRO determines—whether through preliminary checks or subsequent reviews following the commencement of Exhibits or Services—that a participating company's export of goods or provision of technology violates, or may potentially violate, the Foreign Exchange and Foreign Trade Act-related Regulations (including regulations concerning foreign investment), the company acknowledges and agrees that it will not be permitted to exhibit the relevant goods or technologies. Furthermore, the company will not be eligible to receive JETRO's services, such as information provision, advice,

business matching, or inquiries. JETRO may, at its sole discretion and without prior notice, suspend or terminate the provision of services and require the removal of any exhibits. In addition, JETRO may revoke the company's registration, eligibility, or participation status related to the services and exhibits. Any agreements—regardless of whether they are verbal, written, or electronic—concerning the services or exhibits may be terminated by JETRO without prior warning. Participating companies confirm and accept these conditions as part of their engagement with JETRO.

4. Participating companies acknowledge and agree that, even if the circumstances described in the preceding clause result in any disadvantage, expenses, losses, or damages to the company, JETRO shall bear no liability whatsoever—regardless of whether such outcomes arise from intent or negligence.
5. Participating companies acknowledge and agree that, if JETRO incurs any disadvantage, expenses, losses, or damages as a result of the company's export of goods or provision of technology in violation of, or potentially in violation of, the Foreign Exchange and Foreign Trade Act-related Regulations, JETRO may seek compensation from the company.
6. Participating companies acknowledge and agree that, in the event of any inconsistency or conflict between the provisions of these Special Notes and any other contracts or agreements between JETRO and the participating company, the provisions of these Special Notes shall take precedence.
7. The participating company represents and warrants to JETRO that the individual who agrees to the content of these provisions on behalf of the company is either a representative of the company or a person duly authorized—by virtue of their position, authority, or delegation—to consent to these terms, and that all necessary internal procedures for such consent have been duly completed.

Note 1: The systems under the Foreign Exchange and Foreign Trade Act and other applicable laws that participating companies are required to comply with include all legal frameworks in relevant countries that regulate or prohibit exports, imports, and related activities. Participating companies must independently confirm the relevant laws and regulations by consulting the websites of the appropriate authorities and JETRO, and, where necessary, seek clarification or advice directly from those authorities.

The following items are provided for informational purposes only and represent a partial

selection of systems that participating companies may need to comply with from the perspective of export control.

- **List Control Regulation**

Participating companies must independently determine whether their exhibits or related items fall under the scope of list-controlled goods or technologies. If an item is subject to list control, the company must obtain prior approval from the Minister of Economy, Trade and Industry before exporting the item or providing the technology, regardless of the destination country or the counterpart involved in the transaction. For detailed information, please refer to the Ministry of Economy, Trade and Industry's website.

Ministry of Economy, Trade and Industry's Official Website

Security Export Control (List Control):

<https://www.meti.go.jp/policy/anpo/anpo02.html>

- **Catch-All Control Regulation**

Even if an item or technology intended for exhibition is not subject to List Control, participating companies must independently verify whether it falls under Supplementary Export Control (Catch-All Control). If it does, the company must obtain prior approval from the Minister of Economy, Trade and Industry before exporting the item or providing the technology.

Catch-All Control applies in the cases of (1) the exporter determines, based on information about the end user (End-User Criteria) or the intended use (End-Use Criteria), that there is a risk the item may be used in the development, manufacture, use, or storage of weapons of mass destruction or conventional arms and (2) the Minister of Economy, Trade and Industry issues a written notification (Inform Requirement) instructing the exporter to apply for a license.

Catch-All Control covers all goods and technologies except those subject to List Control and excludes items such as food and timber. It applies to all regions except those listed in Appendix Table 3 of the Export Trade Control Order. For more details, please refer to METI's official website.

METI's Official Website.

Security Export Control – Supplementary Export Control (Catch-All Control)

<https://www.meti.go.jp/policy/anpo/anpo03.html>

- **U.S. Export Administration Regulations (EAR) and Related Regulations**

The U.S. Export Administration Regulations (EAR) require authorization for reexports or

transfers from Japan or other countries to third countries in the case that (1) the item is of U.S. origin, (2) the item incorporates U.S.-controlled components exceeding a specified threshold (known as “bundled” or “embedded” items), and (3) the item is a “direct product” of U.S.-controlled technology. These rules apply extraterritorially, meaning U.S. law governs certain transactions even when they occur outside the United States. For example, if a U.S.-made component is processed in Japan and then exported to a third country, such as China, U.S. export authorization may still be required. Similar regulatory treatment may also apply under the export control regimes of other countries. For further details, please refer JETRO resources and consult the relevant foreign regulations directly.

JETRO’s Website

https://www.jetro.go.jp/world/n_america/us/trade_02.html

[https://www.jetro.go.jp/ext_images/ Reports/01/e92a59e82865d470/20210034_03.pdf](https://www.jetro.go.jp/ext_images/Reports/01/e92a59e82865d470/20210034_03.pdf)