

SERVICES AGREEMENT

This Services Agreement (“**Agreement**”) is made and entered into [Date] , by and between the Manila Office of Japan External Trade Organization at 44th Floor AIA Tower, Paseo de Roxas, Makati City Philippines 1226 (“JETRO”) and [Company Name at Address] (“the Contractor”).

1. Services

During the Term (as defined in section 3 below) of this Agreement, the Contractor shall provide to JETRO any of the following services (“Services”) in accordance with the terms and conditions set forth in this Agreement:

- (a) Conduct introductory meeting with the Japanese startups to understand their needs.
- (b) Mentoring session*:
 - i. Arrange and facilitate mentoring sessions* for the Japanese startups supported by JETRO to provide:
 - 1. Local industry/market insights
 - 2. Consultation for designing business strategies for the local market etc.
 - 3. Related regulations and guidelines
 - 4. Advice on designing business strategies for the local market etc.
 - 5. Advice on potential business collaborators
- (c) Business Matching*:
 - i. Arrange and facilitate up to 3 business meetings per startup with selected partners. (For 4th meeting onwards, to be discussed and approved by JETRO before proceeding, capped at 9 meetings) *Suitability of potential partners to be agreed by JETRO and the startup prior to meeting arrangement.
- (d) Monthly Report:
 - i. Submission of monthly report to JETRO is required. This shall be submitted to JETRO on or before the 5th day of the following month. For the last month of the fiscal year (March 2025), report shall be submitted on or before the last working day. Please see attached form.

* Contractor should provide Online Meeting platform for all meetings (unless otherwise stated by the startup)

Further details can be found in the Project specifications in Attachment 1.

2. Compensation

In compensation for the Services to be provided by the Contractor to JETRO, JETRO shall pay a compensation (“Compensation”) to the Contractor in accordance with the following payment schedule:

A payment of an amount to be calculated at the following rate (inclusive of VAT if applicable) shall be made by JETRO within 30 days to the Contractor upon receipt of

a satisfactory invoice (as determined in JETRO's discretion). The Contractor shall invoice JETRO on a monthly basis

- (a) Introductory meeting at PHP 12,000
- (b) Provide mentoring at PHP 18,000,
- (c) Arrange business meeting at PHP 30,000

Payment shall be made based on a monthly report (Attachment 1) of the completion of items (a), (b), and (c) under Services. A more detailed breakdown can be found on the cost guide for JETRO Global Acceleration Hub Project (Attachment 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.

3. **Term**

The term of this Agreement shall commence from [Start Date] and shall expire on 31st of March 2025 (the "**Term**").

4. **Termination**

Notwithstanding the foregoing, however, JETRO may terminate this Agreement for any reason during the Term by providing at least 30 days prior written notice to the Contractor, except that JETRO may terminate this Agreement immediately in the event of the Contractor's breach of section 8 below. JETRO shall also have the right to terminate this contract immediately upon notice prior to the end of the Term for: (i) unavailability of funds; (ii) force majeure; (iii) event of breach, and (iv) the Contractor's failure to provide the Services within the time period specified.

Upon termination, JETRO shall pay the Contractor upon the successful completion of JETRO's satisfaction and standards of the activities described in Section 1 (Services) of this Agreement.

5. **JETRO Contact**

Unless otherwise advised, all communications from the Contractor to JETRO relating to this Agreement shall be directed to the Director in charge of Innovation Department at the Manila office at MLA@jetro.go.jp

6. **External Relations**

- 6.1 No public statement or releases in connection with the terms and conditions of this Agreement shall be made by the Contractor without first obtaining written approval of JETRO.
- 6.2 Unless otherwise specifically instructed by JETRO, the Contractor shall not contact or

otherwise provide any comment, whether formally or informally (i.e., off-the record), relating to the Contractor's provision of the Services or JETRO to any members of the media, whether on behalf of JETRO or in any other capacity.

- 6.3 The Contractor understands and agrees that JETRO may disclose any or all part of this Agreement to the public as required by applicable law of Japan.

7. Representations and Warranties

The Contractor represents and warrants that:

- 7.1 it has full power and authority to enter into this Agreement and provide the Services;
- 7.2 there exists no agreement or restriction which would interfere with or prevent Contractor from entering into this Agreement or rendering the Services described herein;
- 7.3 the Services shall be performed by the Contractor in a professional manner and in accordance with industry standards, using its best efforts, judgment and expertise, upon the terms and conditions contained in this Agreement (including, without limitation, any and all appendices);
- 7.4 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;
- 7.5 all Work will conform to the specifications and other criteria agreed upon by the parties; and
- 7.6 it is in compliance with all laws, and has obtained all necessary licenses, permits and requirements necessary to provide the Services contemplated in this Agreement.

8. Prohibition of Use of Unauthorized Information or Material

- 8.1 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.
- 8.2 JETRO prohibits and, under no circumstances, authorizes solicitation, collection, acceptance, or receipt of any and all unauthorized information or material by the Contractor in performing its duties under this Agreement.
- 8.3 JETRO may unilaterally terminate this Agreement immediately at any time during the Term, without any further compensation or liability to 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 third party, by the Contractor in providing the Services under this Agreement.

9 RIGHTS

- 9.1 Any reports, memoranda, brochures, photographs, slides, pamphlets, recordings, audio-visual works, computer programs, and any other material of any kind and nature, including any contribution to a collective work, specifically created or developed by Contractor under this Agreement (“Work”) shall be the sole property of JETRO, and JETRO will exclusively retain the copyright, title, interest, and all related rights in and to such Work.
- 9.2 To the extent that the Work is entitled to protection under the copyright laws of the Philippines and anywhere in the world, JETRO and Contractor agree to the following provisions:
- 9.2.1 To the extent that the Work is deemed for any reason not to be a commissioned work, the Contractor agrees to and does hereby irrevocably assign all rights, title and interest in and to such Work, including all copyright, to JETRO.
- 9.2.2 The Contractor shall 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.
- 9.2.3 The Contractor shall not exercise any intellectual property rights (including moral rights of authors, moral rights of performers, rights of publicity, rights of privacy, etc.) that are deemed intransferrable under applicable laws, against JETRO or any third party who has received a license of the Work from JETRO. The Contractor further guarantees that other third parties who may have such rights under applicable laws shall not exercise it.
- 9.2.4 JETRO or any third party who has received a license of the Work from JETRO may freely edit, modify, amend, translate, etc all or part of the Work.
- 9.3 The Contractor warrants that the Work does not infringe upon any copyright or other intellectual property right, or proprietary or personal right of any person.
- 9.4 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.
- 9.5 The Parties confirm that the consideration under this Agreement with respect to attribution of rights under this Article is included in the contract amount set forth in **Article 2**.

10. Remedies

The Contractor hereby acknowledges and agrees that in the event of any breach or threatened breach of this Agreement by the Contractor or its officers, employees,

consultants, or agents, JETRO 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 Contractor further agrees that any such breach or threatened breach of this Agreement may result in irreparable injury to JETRO, for which monetary damages may be an inadequate remedy, and agree that JETRO 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. Without prejudice to the foregoing, if this Agreement is terminated as a result of any breach by, or bankruptcy, etc. of the Contractor, the Contractor shall immediately refund to JETRO any amount paid by it relating to the period after termination or for which the relevant services have not been provided.

11. Indemnification

The Contractor shall indemnify, hold harmless, and defend JETRO, its directors, employees and agents from and against any claims, damages, losses, liabilities, penalties, settlements, judgments, awards, 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.

12. Confidentiality

- 12.1 Confidential information (the "Confidential Information") refers to any data or information disclosed by or on behalf of JETRO or any of its affiliates (the "disclosing Party") to the Contractor which would reasonably be considered to be proprietary to the disclosing Party including, but not limited to, personal information, company lists, proposals, contracts, technical and/or financial information and other data or information that is not generally known in the industry and where the release of that Confidential Information could reasonably be expected to cause harm to the disclosing Party.

The parties also acknowledge and agree to comply with Republic Act No. 10173, also known as the Data Privacy Act of 2012, and other applicable data protection laws and regulations. The parties shall treat all personal information, sensitive personal information, and privileged information as defined in R.A. No 10173, obtained in connection with this Agreement as strictly confidential. All information provided in this provision is collectively "Confidential Information".

- 12.2 The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the disclosing Party or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
- 12.3 All written and oral information and material disclosed or provided by the disclosing Party to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was

provided to the Contractor.

- 12.4 The parties shall employ appropriate organizational, physical, and technical security measures to protect the Confidential Information against any accidental or unlawful access, disclosure, alteration, or destruction.
- 12.5 In the event of a breach or suspected breach of Confidential Information, the party responsible shall promptly notify the other party in writing, as required by R.A. No 10173, and shall take all necessary steps to mitigate any damage resulting from the breach or suspected breach.
- 12.6 The parties agree to use the Confidential Information solely for the purposes for which it was disclosed or collected and not for any other purpose without the prior written consent of the disclosing party. Disclosure of the Confidential Information to a third party without the prior written consent of the other party shall constitute a breach of confidentiality and shall entitle the other party to seek relief as provided under the Data Privacy Act of 2012.

13. Public Disclosure of the Agreement

The existence and content of this Agreement shall be treated as confidential by the Contractor. JETRO may disclose for public inspection any and all parts of this Agreement.

14. Independent Contractor Status

Contractor and its employees, agents and representatives are independent contractors in relation to JETRO with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, or employment relationship between the parties.

15. Notice

Any notice given pursuant to this Agreement must be in writing and given by overnight courier service, personal delivery, or by recorded delivery, return receipt requested, postage prepaid, to the addresses set out below, or as changed through notice to the other party given pursuant to this subsection. Notice will be deemed effective on the date it is delivered to the addressee if sent by hand, on the next business day after delivery to the courier if sent by overnight courier, or within three (3) business days after mailing. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this Section.

If to JETRO Manila:

Japan External Trade Organization (JETRO)
44th Floor AIA Tower, Paseo de Roxas
Makati City Philippines 1226

If to Contractor:

[Company Name]

[Address]

16. Governing Law and Dispute Resolution

This Agreement shall be construed in accordance with and governed by the laws of the Philippines. If any issues arise in connection with this Agreement, the parties shall endeavor to resolve them amicably and shall refrain from taking any unilateral action (legal or otherwise).

17. Assignment

The Contractor shall not assign this Agreement or any part hereof without the prior written consent of JETRO. JETRO may, with 30 days' notice to the Contractor, assign this agreement including all rights and obligations hereunder.

18. Severability

If any provision of this Agreement (other than a provision fundamental to its commercial purpose) or application thereof to any person or circumstances is held invalid, such invalidity shall not affect any other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the invalid provision of this Agreement is declared to be severable.

19. No Waiver

The failure of either party to insist upon a strict performance, or to seek remedy, of any one of the terms or conditions of this Agreement or to exercise any right, remedy or election set forth herein or permitted by law shall not constitute nor be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but such term, condition, right, remedy or election shall continue and remain in force and effect. All rights or remedies of either party specified in this Agreement and all other rights or remedies that either party may have at law, in equity or otherwise shall be distinct, separate and cumulative rights or remedies, and no one of them, whether exercised by the party seeking enforcement or not, shall be deemed to be in exclusion of any other right or remedy of such party. Any consent, waiver or approval by either party of any act or matter must be in writing and shall apply only to the particular act or matter to which such consent or approval is given.

20. Entire Agreement

This Agreement (including all appendices or other attachments) constitutes the entire

agreement between the parties and supersedes all prior agreements, written or oral, regarding its subject matter. This Agreement (including all appendices or other attachments) may be modified only in an amendment signed by both parties.

21. **Headings**

Headings are supplied in this Agreement for the purpose of convenient reference and do not constitute part of this Agreement.

22. **Counterparts**

This Agreement may be executed in any number of counterparts and by facsimile or electronic transmission (in pdf. format), and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

For JETRO Manila:

For [Contractor]

Name: Kazuo Nakamura
Title: Executive Director

Name: []
Title: []