

TRADESHOW SERVICES AGREEMENT

This **TRADESHOW SERVICES AGREEMENT** (“**Agreement**”), dated October ----, 2019, is by and between the Bangkok office of Japan External Trade Organization at 16th Fl. of Nantawan Bldg., 161 Rajadamri Road, Bangkok 10330, Thailand (“**JETRO**”) and -----, with offices at ----- (“**Contractor**”), and concerns certain materials, graphics and services to be provided by the Contractor in connection with METALEX 2019 (“**Tradeshow**”), to be held at the Bangkok International Trade & Exhibition Center from November 20th to 23rd, 2019.

RECITALS

WHEREAS, **Contractor** has provided to JETRO cost estimates for line-item costs for the materials, graphics and services to be provided by **Contractor** as attached hereto in “**Quotation**” and “**Proposal Guideline**”.

WHEREAS, JETRO desires to purchase and **Contractor** wishes to provide such materials, graphics and services, on terms and conditions to be governed by this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Materials, Graphics and Services.

1.1 Materials/Graphics/Services. **Contractor** shall provide to JETRO for use at the Tradeshow the use of: JETRO Pavilion equipment, materials, graphics and services specified in the Proposal Guideline and Quotation. **Contractor** shall ensure that the Materials will be delivered promptly to the Tradeshow for set up on November 16th to 19th, 2019 and that the Materials will be in good working condition throughout the duration of the Tradeshow. Graphics shall be in form and substance satisfactory to JETRO, and shall comply with industry standard production guidelines. **Contractor** represents and warrants that it has the requisite expertise, experience and skill to render the Services and that it shall use its best efforts to cause the Services to be performed in a competent, efficient and professional manner. If any defects are found in any of the Materials during the Tradeshow, **Contractor** agrees to promptly replace any such Materials.

2. Compensation

2.1 Price and Payment. In consideration for the Materials, Graphics and Services to be provided by **Contractor** to JETRO hereunder, JETRO shall pay **Contractor** an aggregate amount of ----- bahts (THB-----) (the “**Price**”). The Price is inclusive of all costs, taxes, charges and fees associated with the Materials, Graphics and Services, and in no event shall JETRO be liable to **Contractor** for any additional amounts except pursuant to a modification in the Price as provided in Section 2.2 below. The Price shall be paid to **Contractor** by check drawn on good funds in the manner and timing set forth below:

(i) On the date hereof, 50% of the Price, or ----- bahts (THB-----); provided that Contractor has delivered and JETRO has received an invoice for such amount on or by the date hereof. JETRO shall pay within fifteen (15) business days of JETRO's receipt of such invoice.

(ii) After completion of all of the Services, Contractor shall prepare and deliver an invoice for the remaining balance of the Price, or ----- bahts (THB-----), and JETRO shall pay the invoiced amount within fifteen (15) business days of JETRO's receipt of such invoice for the Services.

2.2 The Price shall constitute full payment for the Materials, Graphics and Services provided by Contractor to JETRO during the Term, and Contractor shall not receive any additional benefits or compensation for its services; provided, however, that if JETRO requests a modification in the Materials, Graphics or Services provided hereunder, the adjustment in cost should be in accordance with the unit price as stated in the quotation form. For additional modification in the Materials, Graphics or Services not listed in the quotation form, Contractor is to seek JETRO's agreement in writing before proceeding to adjust the Price accordingly.

3. Term and Termination

3.1 Term. Unless sooner terminated under the provisions set forth below, the term of this Agreement shall be from the date hereof through November -----, 2019.

3.2 Termination for Cause. This Agreement is terminable by JETRO upon written notice to Contractor if: (i) Contractor breaches any provision of this Agreement; (ii) Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, avails itself of or becomes subject to any petition or proceeding relating to insolvency or the protection of the rights of creditors, or any other insolvency or bankruptcy proceeding; or (iii) Contractor engages in any illegal or unethical conduct. If JETRO exercises its right to terminate this Agreement under this Section 3.2, any obligation it may otherwise have under this Agreement shall cease immediately, provided that JETRO shall only be obligated to pay Contractor the accrued but unpaid fees and expenses due at the time of termination.

3.3 Post-Termination Obligations. In the event that the Agreement is terminated pursuant to Section 3.2, Contractor agrees to cooperate in good faith with JETRO and the service provider replacing Contractor ("Replacement Provider"). Specifically, Contractor agrees to the following:

(i) Materials already paid for by JETRO shall be delivered promptly to the Tradeshow, with shipping/transportation costs to be borne by Contractor.

(ii) Deliver any works in progress for the Graphics, any completed Graphics, logos and any materials or information provided by JETRO or JETRO's customers participating in the Tradeshow ("Customers") to Contractor for production of the Graphics to the Replacement Provider or other location as instructed by JETRO. Shipping/transportation costs to deliver such Graphics-related materials shall be borne by Contractor.

(iii) Take any other reasonable and necessary actions as requested by JETRO for the smooth transition to the Replacement Provider.

3.4 Termination for Force Majeure. If the Tradeshow is cancelled or JETRO's participation in the Tradeshow is cancelled due to reasons of Force Majeure (defined in Section 4 below) or by order of the Japanese government, JETRO may terminate this Agreement upon written notice to [Contractor](#). If JETRO terminates this Agreement pursuant to this Section 3.4, JETRO shall pay all accrued and unpaid fees and expenses due at the time of the termination, and shall pay a pro-rated fee for any works in progress.

3.5 Survival. [Contractor's](#) obligations under Sections 3.3, 5, 6, 8 through 14 shall survive the termination of this Agreement.

4. Force Majeure. Neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, and acts of civil and military authorities; provided, however, such party gives the other party prompt notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.

5. Property/Ownership. All materials, logos, trademarks, documents and information of every kind supplied to [Contractor](#) by JETRO or the Customers in connection with this Agreement shall be the sole and exclusive property of JETRO and/or the Customers, and such items shall only be used by [Contractor](#) for the purpose of carrying out its obligations under this Agreement. Upon termination of this Agreement, [Contractor](#) shall return such items, including all copies thereof, to JETRO or dispose of such items as directed by JETRO.

6. Work Product. Any deliverables, graphics, panels, photographs, slides, pamphlets, and any other material of any kind and nature specifically created or developed by ----- under this Agreement, including the Graphics ("Work Product") shall be the sole property of JETRO excluding all items identified as "Rental" per "Quotation". The Work Product is "work made for hire" under the Thailand copyright laws. To the extent that any Work Product is not automatically considered "work made for hire" under the Thailand copyright law, [Contractor](#) (i) assigns and transfers to JETRO the ownership of all rights, title and interest in any Work Product (including all intellectual property rights); and (ii) agree to execute any documents required to confirm JETRO's ownership of the Work Product. [Contractor](#) shall, immediately upon request of JETRO, or upon termination, cancellation or expiration of this Agreement, turn over to JETRO all materials, reports, information and deliverables prepared or delivered as a result of this Agreement, and any JETRO Confidential Information together with all copies thereof. In the event, and to the extent, the Work Product contain any items or elements which may be proprietary to [Contractor](#), [Contractor](#) hereby grants to JETRO an irrevocable, perpetual, non-exclusive, royalty free, world wide license to (i) use, execute, reproduce, display, perform, distribute copies of and prepare derivative works based on such pre-existing rights (to the extent and in the format incorporated into the Work Product); and (ii) authorize others to do any of the foregoing. [Contractor](#) will indemnify, hold harmless and defend JETRO, its affiliates, officers, directors and employees from any damages, losses, liabilities or costs (including reasonable attorney's fees and expenses) based on a claim that the Work Product provided by [Contractor](#) infringes any third party proprietary or

contractual right. **Contractor** shall have the right to conduct the defense of any such claim or action and any related settlement negotiations. However, **Contractor** will not agree to any settlement that adversely affects JETRO's rights under this Agreement without JETRO's prior written approval.

7. Assignment and Delegation. Neither party may assign its rights or delegate its duties under this Agreement without the express written prior consent of the other party.

8. Relationship Between JETRO and Contractor. **Contractor** is an independent contractor, and none of its employees, agents, or representatives shall be considered an employee of JETRO. Nothing contained in this Agreement shall be deemed or interpreted to constitute **Contractor** as a partner, agent or employee of JETRO, nor shall either party have any authority to bind the other. JETRO shall have no duty, liability or responsibility of any kind, to or for the acts or omissions of **Contractor** or any of **Contractor's** agents, affiliates, officers, directors or employees. In conformity with **Contractor's** independent contractor status, **Contractor** understands that no deduction or withholding for taxes or contributions of any kind shall be made by JETRO.

9. Indemnification. **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: (i) any breach or alleged breach of **Contractor's** obligations, representations or warranties under this Agreement, or (ii) caused by or relating to the quality or defects in the Materials or Graphics, or the performance or failure to perform by **Contractor** of any of **Contractor's** obligations under this Agreement.

10. Notices. All notices shall be given in writing and shall be delivered or sent by courier or sent by registered mail or fully pre-paid mail, or by facsimile or e-mail (provided that a confirmation copy shall be sent by registered mail or fully pre-paid mail), addressed to the other party at its address specified at the top or as notified by the parties from time to time.

11. Complete Agreement. It is agreed between the parties that there are no other agreements or understanding between them relating the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between JETRO and **Contractor**. No change or modification of this Agreement shall be valid unless the same be in writing and signed by authorized representatives of both parties.

12. Controlling Agreement. In the event of a conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in any sales order or schedule attached hereto, the terms and conditions set forth in this Agreement shall prevail, govern and control in all respects.

13. Dispute Settlement. If any issues arise in connection with this Agreement, the parties shall endeavor in good faith to resolve them amicably.

14. Compliance with Applicable Law. In providing the Services under this Agreement, Contractor shall strictly adhere to any and all applicable national statutes and regulations including, if applicable, the [Thailand company laws](#), as amended.

15. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of Thailand, without regard to the conflict of law rules or principles thereof.

16. 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 part of this Agreement.

[Signature Page on Following Page]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date and year first written above.

JETRO Bangkok

By: _____

Name: Atsushi Taketani

Title: President

By: _____

Name:

Title: