

Request for Proposals (RFP): Project on Promotion of Foreign Direct Investment into Japan

Date: 22nd April 2014

General

1. **Subject:-** Project on Promotion of Foreign Direct Investment into Japan (industry specialists in Europe(excluding France, Germany, Austria and Switzerland))
2. **Term of contract-** the contract day to March 31, 2015
3. **Closing date for Application-** 17:00 pm (GMT) on 2 May, 2014
4. **Contents of Contract-** As indicated in Application Guidelines(Attachment 1)
5. **Project budget:** GBP 1,170,000 (excluding VAT)

Instruction to Applicants

6. **Qualification requirements**

- Prospective candidate(s) engaged in the project must satisfy conditions stated in the Application Guidelines(Attachment 1)
- NOT under the circumstances of being denied participation due to unethical and/or unlawful activities by either JETRO or Ministry of Economy, Trade, and Industry (METI) from previous procurement offerings

7. **Preparation of Application**

Application shall be prepared on the Application Form included in this RFP. Applicants shall enter all requested information in the appropriate spaces on the Application Form. No oral, telephone, facsimile will be accepted. All costs of preparation shall be borne by the Applicants.

8. **Delivery of Application**

All Application forms (see below) shall be sent to the following address by 17:00 pm (GMT) on 2 May, 2014

Required to submit by hard copy only:

Signed Application Form 1 Copy

Business Proposal (approximately 10 to 20 pages, Color Printed) 3 Copies

Attn: Mr. Jack Brooks

Address: JETRO London Midcity Place 71 High Holborn London WC1V6AL

Tel: 020 7421 8315

9. **Language of Application-** English and/or Japanese

10. Evaluation of Application-

Screening of Application documents by JETRO London

<Announcement of Tender>

6 May, 2014

11. Announcement of Tender- Tender will be announced to bidders by email. Given the nature of the bidding process, JETRO will refrain from providing feedback on the results.

12. Contact-

Jack Brooks(Mr)

Address: Midcity Place 71 High Holborn London WC1V6AL

Tel: 020 7421 8315 **Fax:** 020 7421 0009

Email: Jack_Brooks@jetro.go.jp

- Attachment 1. Application Guidelines [Appendix A]
- Attachment 2. Application Form
- Attachment 3. Guidelines for Proposal
- Attachment 4. Proposal [Sample]
- Attachment 5. Service Agreement
- Attachment 6. Non-Disclosure Agreement [Appendix B]

Appendix A

22nd April 2014

Invest Japan Department, JETRO

Application Guidelines for “The FY2014 Project on Promotion of Foreign Direct Investment into Japan (Industry Specialists in Europe (excluding France, Germany, Austria and Switzerland))”

The Japan External Trade Organization (hereafter, JETRO), Japan’s core organization for promoting foreign direct investment (FDI) into Japan, identifies companies interested in investing into Japan and supports them from the stage of business development to that of corporate establishment. The Japan Revitalization Strategy created by the Japanese government (June 14, 2013), places the activation of FDI as an important policy and sets a goal of doubling the current FDI balance to 35 trillion yen in 2020. Because of this, JETRO will contribute to the further increase of investment into Japan

1. Project Purpose

In North America, Europe, Asia and Oceania, JETRO will assign industry specialists⁽¹⁾ who have knowledge in international expansion strategy and industry trends. The industry specialists will select potential European companies that will be referred to as *specified targets*⁽²⁾. The industry specialists will contact the targets and collect information on interest in investing in Japan, make proposals on the investment into Japan to the target, and follow-up after the proposal. In Japan, JETRO will also assign “domestic industry specialists” who will select specified targets based on Japan’s industry and market trends, make materials (useful market information, summary reports, etc.) that can be used to approach the targets, and support the targets when they visit Japan for their market research or site selection.

(1) Industry Specialists will be assigned in North America, Europe, Asia and Oceania. Target industries include Life Science, Environmental Energy, IT and Electronics, Tourism, Infrastructure, Finance and Service, Agriculture, and Education. These application guidelines are described for industry specialists in Europe.

(2) Specified targets are defined as manufacturing facilities with a certain amount of prospective large-scale investment and employment, research and development (R&D) facilities and regional headquarters with a certain amount of economic effect, and cases that will activate regional economies. Specifically, companies that fulfill both of the following two conditions

will be targets.

- A company above a certain size^(a) with a capital contribution ratio of non-Japanese companies exceeding 50%.
 - The target's expected investment plan in Japan must satisfy at least one of these seven conditions: (1) employment of more than 50 people within 2 years, (2) employment of more than 100 people within 5 years, (3) investment of a billion yen or more within 2 years, (4) investment of more than 10 billion yen within 5 years, (5) *R&D facility*^(b) established by a global company, (6) *Regional headquarters*^(b) established by a global company, and (7) prospective spreading economic effect of a certain amount or more (including increase of foreign tourists)
- (a) A company above a certain size may be but not limited to a company that has over 250 employees.
- (b) R&D facility and Regional headquarters are defined following the guidelines as set forth by the "Subsidized Projects" section of the Ministry of Economy, Trade and Industry's "Fiscal Year 2014's Subsidy Program for Projects Promoting Foreign Direct Investment, Site Location and Regional Development in Japan (Project of site location for global companies)".

2. Target Industries of the Project

Target industries include the life science sector (pharmaceuticals, medical devices, etc.), the environmental energy sector (renewable energies, new materials, etc.), the IT and electronics sector (software, semiconductors, etc.), the tourism sector (travel agencies, LCCs, etc.), the infrastructure sector (infrastructures, related machineries, etc.), the finance and service sector (finance, related services, etc.), the agriculture sector (agricultural biotechnology, distribution of primary products, etc.), and the education sector (services, systems, etc.). Types of business operations include R&D, manufacturing, retail and other services.

3. Region

Europe (excluding France, Germany, Austria and Switzerland)

4. Description of the Project

- a. Selection of the specified targets (including Reasons for Selection and Priority Ranking):
more than 900 companies

The contractor is required to make a long list of the specified targets in target industries whose headquarters are located in the area of the aforementioned section 3. The rough composition of the long list industry sectors is as follows:

[Attachment 1]

- Life Science: 170
- Environmental Energy: 170
- IT and Electronics: 170
- Infrastructure: 170
- Tourism: 110
- Finance and Service: 30
- Agriculture: 40
- Education: 40

In making the list, the contractor is required to capitalize on his or her human network with the management of local companies, knowledge about industries, experience in attracting companies, and information provided by JETRO. The contractor should consult with and receive approval from JETRO for the reasoning and evaluation standard for company selection and the priority ranking before actual execution. The specified targets, which should be contacted, are not necessarily companies recommended by the contractor, but also include companies provided by domestic industrial specialists. JETRO retains the sole discretion to change and finalize the specified targets. In making the list, use the specified form and include the following items:

(Reporting items) *The form will be provided by JETRO

- Company Profile (name, URL, country, HQ address, industry, main products, profits, sales, total assets, market capitalization, number of employees, etc)
- *Key person's*^(a) Data (name, position, contact information, etc)
(a) Key person is defined as a CEO, COO, CFO and other persons involved in organizational decision making (the same shall apply hereafter).
- Situation of its business with Japan (presence of Japan base, experience in doing business with Japan, current situation of Japan business)
- Overseas expansion (overseas bases, addresses)
- Target category (category of a specified target (multiple answers allowed), its reasons)
- Possibilities of investment into Japan (four grade evaluation (0 unknown, 1 possible, 2 high, 3 very high) and its reasons)
- Reasons why the company can be deemed as a specified target (expected investment effect, merits to Japan)
- Priority order to approach (evaluation by the contractor)

*Reporting items are subject to change.

[Attachment 1]

b. Contact to the specified targets: More than 900 companies

The contractor is required to contact key persons of specified targets in order of level of interest as listed in the long list of the specified targets that JETRO creates, using a phone or other measures, and assess the situation of their business with Japan and interest level in investment into Japan. For companies showing high interest in investment into Japan, considering the time frame required for the creation of the strategy of approaching specified targets specified in 4. c., the contractor may proceed to step 4. c. upon JETRO's approval, while continuing to contact other specified targets on the long list. The contractor must contact at least 900 companies of the long list even if the contractor finishes creating the strategy of approaching 90 companies or more before contacting the long-listed companies.

The contractor is also required to submit a list of results from contact with the specified targets, which must be inspected and accepted by JETRO as being in conformance with the reporting items below and form provided by JETRO. Even after the submission of the list, the contractor is required to report as needed when she or he finds a prospective company. Additional information about the listed companies should be submitted as required by JETRO. In making the list, use the specified form and include the following items.

(Reporting items) *The form will be provided by JETRO

- Company Profile (name, URL, country, industry, main products and/or services, etc)
- Key persons contacted (name, position, contact information, contact date, etc)
- Current situation of its business with Japan
- Existence of an investment plan
- Target category (category of a specified target (multiple answers allowed), its reasons)
- Possibilities of investment into Japan and its reasons (re-assessed by the contractor)
- Reasons why the company can be deemed as a specified target
- Evaluation by the contractor
- Attractiveness of doing business in Japan (multiple answers allowed)
- Reasons for not investing in Japan (multiple answers allowed)
- JETRO's services with interest

*Reporting items are subject to change.

c. Creating the strategy of approaching specified targets: more than 90 companies

The contractor is required to strategize in making proposals on the investment into Japan to key

[Attachment 1]

persons of the targets. Specifically, the contractor should utilize his or her knowledge and resources to make materials for the presentation to and discussion with the company about the possibility of expansion into Japan.

Before the face to face meetings with specified targets, the contractor is required to submit to JETRO the list, reports and materials to be used in the proposal. These three items must be inspected and accepted by JETRO as being in conformance with the reporting items below and form provided by JETRO. In making the list and reports, use the specified form and include the following items.

(Reporting items) *The form will be provided by JETRO

- Company Profile (name, URL, country, industry, main products and/or services, etc)
- Key persons to contact (name, position, contact information, contact date, etc)
- Strategy of approaching specified targets (materials to be used, etc)

*Reporting items are subject to change.

d. Making proposals on the investment into Japan to the specified targets: More than 90 companies

The contractor is required to hold face to face meetings and to make proposals on the investment into Japan to key persons of the targets and discuss with them the possibility of expansion into Japan. Whenever possible, JETRO representatives should join the meetings. The contractor is also required to submit a list of companies she or he made proposals to and a report of each meeting, both of which must be inspected and accepted by JETRO as being in conformance with the reporting items below and form provided by JETRO.

In making the list and reports, use the specified form and include the following items.

(Reporting items) *The form will be provided by JETRO

- Company Profile (name, URL, country, HQ address, industry, main products and/or services, etc)
- Key persons contacted (name, position, contact information, contact date, etc)
- Any updated information to be added to the report from the above 4. b.
- Response to the proposal, its effect and future tasks

*Reporting items are subject to change.

e. Creation of follow-up strategies to the specified targets: More than 90 companies

[Attachment 1]

Based on the result of the proposals to the target companies, the contractor is required to make strategies to follow up continuously. Specifically, the contractor should prepare answers to questions the company made to the proposal, utilizing his or her knowledge and resources.

Before the follow-up, the contractor should share the relevant information and sort out information needed for the company to promote the investment plan into Japan actively, as well as report to JETRO about the procedure of the discussion tasks. The contractor is also required to submit reports of follow-up strategy and materials to be used in follow-ups. These items must be inspected and accepted by JETRO as being in conformance with the reporting items below and form provided by JETRO.

(Reporting items) *The form will be provided by JETRO

- Company Profile (name, URL, country, HQ address, industry, main products and/or services, etc)
- Key persons to contact (name, position, contact information, contact date, etc)
- Additional information on companies
- Follow-up strategy (materials to be used, etc)

*Reporting items are subject to change.

f. Follow-up after the proposal to the specified targets: More than 90 companies

The contractor is required to continuously follow up after the proposal including providing information to key persons of targets according to their needs. Whenever possible, the contractor should hold face to face meetings joined by JETRO. In the follow-up, the contractor should confirm with the key persons about their interests in investing in Japan. The confirmation can include facts such as “the company is discussing the Japan investment plan at the board meeting” and/or “the company is continuously conducting market research on their investment plan in Japan”.

The contractor is also required to submit the list of companies she or he made follow-ups to and the report of each meeting, both of which must be inspected and accepted by JETRO as being in conformance with the reporting items below and form provided by JETRO. The result of follow-ups should be reported as needed. In making the list and reports, use the specified form and include the following items.

(Reporting items)*The form will be provided by JETRO

- Company Profile (name, URL, country, HQ address, industry, main products and/or

[Attachment 1]

services, etc)

- Any updated information to be added to the report from the above 4. d.
- Response to the follow-up, its effect and future tasks

*Reporting items are subject to change.

- g. Confirmation of the corporate registration in Japan: More than 15 companies (incentive based payment)

Upon the completion of activities in sections 4. a. through f. with the specified targets, the contractor is required to submit to JETRO a report about the new corporate entities or other investment types in Japan, which must be inspected and approved by JETRO.

JETRO will approve new investment (corporate registration) upon confirmation of the following points.

- Completion of corporate registration by the time of submission of the report to JETRO
- Existence of a company representative with an address in Japan
- Representative is not a joint representative of a professional service provider such as an accounting firm or law firm
- Existence of an established base of operations
- Base is not a private residence
- Base is not a virtual office (telephone forwarding service, P.O. Box, etc.),
- Base is not using the address of a temporary office facility such as JETRO IBSC
- The investment amount of the investing company is 100 million yen or higher.

JETRO will approve second investments and M&As upon the confirmation of the following point.

- The investment amount of the investing company is 100 million yen or higher.

5. Term of contract

The term of contract is from the contract day to March 31, 2015. The contractor must complete all activities noted in section 2 by February 27, 2015 and is required to commence in reporting works from March 1, 2015 to March 31, 2015.

6. Conditions for candidate(s) engaged in the project

- (1) Having an established organizational structure and capabilities to manage and complete the project properly
- (2) Able to adhere to JETRO's directions, as well as report to, communicate with, and consult with

[Attachment 1]

JETRO in an adequate manner

- (3) Having knowledge on handling confidential and/or personal information accordingly
- (4) Having a broad and effective experience, network, and knowledge necessary for the implementation of the project
- (5) Able to give appropriate advice and communicate smoothly with global companies of specified industries
- (6) It is prohibited to receive monetary or non-monetary rewards from the specified targets or other companies in relation to this project
- (7) Able to comply with applicable laws and regulations, especially the Foreign Corrupt Practices Act and state unfair competition laws
- (8) Must inform JETRO if the contractor is involved in a similar project funded by the Japanese government
- (9) It is prohibited to conduct personal business while performing the tasks of this project.

7. Deliverables and Deadlines

Activity		Completion Deadline (See (A) below)	Submission Items (See (B) below)
a.	<u>Selection of the specified targets (Reasons for Selection and Priority Ranking): more than 900 companies</u> See (C) below	45 days after the start of the contract date	Specified targets long list (Over 900 companies)
b.	<u>Contact to the specified targets: More than 900 companies</u>	October 31 st , 2014	Specified targets contact results and reports (Over 900companies)
c.	<u>Creating the strategy of approaching specified targets: more than 90 companies</u>	October 31 st , 2014	Strategy and materials to be used in approaching specified targets,
d.	<u>Making proposals on the investment into Japan to the specified targets: More than 90 companies</u>	October 31 st , 2014	Approached specified targets results report (See (C) below)

[Attachment 1]

e.	<u>Creation of follow-up strategies to the specified targets: More than 90 companies</u>	February 27 th , 2015	Strategy and materials to be used in follow up of the specified targets
f.	<u>Follow-up after the proposal to the specified targets: More than 90 companies</u>	February 27 th , 2015	Followed-up specified targets results report
g.	<u>Confirmation of the corporate registration in Japan: More than 15 companies</u>	February 27 th , 2015	Report about the new corporate entities in Japan (See (D) below)

(A) If the deadline date stated on the contract cannot be maintained due to the circumstances of the specified target, the contractor must notify JETRO, in writing, the details of the situation as well as the new deadline date. Depending on whether the situation is valid, JETRO will allow the submission of the report on the later deadline.

(B) Findings must be reported on the form provided by JETRO.

(C) For the specified target companies that have been inspected in 4. c., if the contractor clearly notifies JETRO that the company will be approached at a later date, it can be approved as submitted even if the appropriate companies had not been approached by October 31st, 2014 due to the circumstances of the company. However, the meeting with the appropriate company should be implemented as early as possible, and a detailed report on the results of the meeting should be submitted by December 26, 2014 to JETRO on the form provided by JETRO.

(D) The following items are required depending on the executed investment type.

Items to be submitted		Investment Type		
		New corporate entity	2 nd investment	M&A
1	Certificate of full registry records (issued by the Legal Affairs Bureau)	Yes	Yes (When establishing a new entity)	No
2	Document objectively proving the investment amount.	Yes (See a. below)	Yes (See b. below)	Yes (See b. below)

[Attachment 1]

3	Other	No	No	Yes (See c. below)
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- a. Certificate of payment (issued by the bank receiving the capital investment) or similar document that objectively proves the investment amount of the investing company is 100 million yen or higher and must be approved by JETRO.
- b. Document that must be approved by JETRO and objectively proves new corporation status.
- c. Consent of the acquired company in an M&A.

8. Contract Amount

The amount for the project is £1,170,000 (One million, one hundred and seventy thousand UK Sterling) (excluding VAT) per year. Along with the contract amount, the possibilities of a commission detailed in section 9. below will be obtainable. All costs and fees related to the project are included in the contract amount and commission.

9. Payment

Upon the completion of each reporting and approval of all tasks set in sections a. through f. of 4. Description of the Project by their due dates, payment may be requested by submitting a billing statement to JETRO. JETRO will then pay the requested payment amount within 40 days after receiving the billing statement. In consideration of the amount of workload per activity, the billing amount (excluding VAT) per activity will be £165,000 (One hundred Sixty Five thousand UK Sterling) for 4. a., £255,000 (Two hundred Fifty Five thousand UK Sterling) for 4. b., £360,000 (Three hundred Sixty thousand UK Sterling) for 4. c & d., and £390,000 (Three hundred Ninety thousand UK Sterling) for 4. e & f. of the contract amount.

Furthermore, a commission of 1% of the new investment amount by the specified targets will be paid, provided that it can be confirmed by a certificate of payment that the investment amount is 100 million yen or higher and all requirements in sections a. through f. of 4. Description of the Project are completed and approved by JETRO. Payment may be requested by submitting a billing statement to JETRO. JETRO will then pay the requested payment amount within 40 days after receiving the billing statement. However the commission for one case will not exceed the equivalent of 10 million yen. It is possible for a bidder to decline to receive the commission.

[Attachment 1]

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

For JETRO London:

For:

Name: Jun Arima

Title: Director General

Date: _____

Name:

Title:

Date: _____

Application Form / RFP FY2014

JETRO London

Request for Proposal: “Project on Promotion of Foreign Direct Investment into Japan” (Industry Specialists Project in Europe (excluding France, Germany, Austria and Switzerland))

_____/_____, 2014
(DD/MM)

I, _____, hereby understand the content of the Request for Proposals for the “Project on Promotion of Foreign Direct Investment into Japan” (Industry Specialists Project in Europe(excluding France, Germany, Austria and Switzerland) and upon my consent, submit my application for this proposal.

Organization Name			
Representative Name			
Address			
Phone Number		F A X	
Email Address			
Contact Name		Contact Phone Number, Email	
Sign			

Guidelines for Proposal

The following are guidelines on how to draft the proposal for the “Project on Promotion of Foreign Direct Investment into Japan” (Industry Specialists Project in Europe (excluding France, Germany, Austria and Switzerland)) .

1. Documents Provided by the Japan External Trade Organization (hereafter, JETRO) to the Applicant and necessary documents that must be submitted by to JETRO

JETRO provides the following documents (specified in Chart 1) to the applicant. The applicant will create the documents specified in Chart 2 and submit them to JETRO.

[Chart 1: Documents Provided by JETRO to Applicant]

Document Name	Document Content
① Application guidelines for “the Project on Promotion of Foreign Direct Investment into Japan (industry specialists)”	Defines the specifications of the “Project on Promotion of Foreign Direct Investment into Japan” (Industry Specialists Project in Europe (excluding France, Germany, Austria and Switzerland)), including project objectives and content.
② Guidelines for Proposal	Current document

[Chart 2: Documents that must be submitted to JETRO by applicant]

Document Name	Document Content
Proposal	<p>Proposal will explain how the applicant will implement the required specifications stated in the application guidelines. The main items are as follows:</p> <ul style="list-style-type: none"> ■ Project Implementation * ■ Experience and Capabilities of the Organization ■ Project Implementation Skills of Assigned Personnel <p>*Gives detailed explanation on the following:</p> <ul style="list-style-type: none"> • Number of potential companies the Applicant will be able to list for the Project and detailed reasons for the number. • Thoughts on how to prioritize between companies.

2. Appraisal Items (Required Proposal Items)

The following are the appraisal items upon which your proposal will be evaluated. Please include all the information in your proposal so that JETRO can evaluate your proposal according to the following points:

[Attachment 3]

1. Policy on Implementation of Project		
1.1	Feasibility of Activities Implementation	Fully understands JETRO's goal of promotion of FDI to Japan, satisfies project activities indicated in RFP
1.2		Presents a valid proposal that can realize the project activities indicated in RFP
1.3	Feasibility of Implementation Method	Clearly indicates implementation structure for project activities indicated in RFP
1.4		Makes a specific proposal on implementation methods to enhance the outcome
1.5	Feasibility of Implementation Plan	Implements the project in a practical and goal oriented manner
1.6		Enhance project outcome in an effective manner
2. Experiences/Capability of Organization		
2.1	Experience with Similar Projects	Have past experience implementing similar project
2.2	Organization's Capability to Implement Project	Have secured employees who can fulfill project
2.3		Properly manages personal information and/or confidential information
2.4		Responds to JETRO's requests promptly and flexibly
2.5	Management of Project Implementation and Backup Plan	Set up a support structure of employees to ensure smooth execution of project
3. Experience/Capability of Employees		
3.1	Experience with Similar Projects	Assign employees who have experience implementing similar project
3.2	Knowledge and Expertise Related to Project	Have the necessary knowledge, experience, skill to successfully fulfill project content
3.3		Have the knowledge to properly manage personal and confidential information
3.4	Work History, Qualifications	Have valid work history/qualifications in order to fulfill project

3. How to make the Proposal

3.1 Proposal Format

- (1) Proposal shall be submitted with the specified forms, with 3 printed copies of the proposal and related documents.
- (2) Emailed proposals will not be accepted.

[Attachment 3]

3.3 Points of Attention

- (1) Submitted proposals and related documents will not be returned, regardless of the outcome of the evaluation. Replacement of documents and/or resubmission will not be allowed. All submissions are final.
- (2) Write the proposal so that it will be appraisable regardless whether the appraiser has prior technical and industry knowledge of the target industries or not. Add a glossary for industry phrases if necessary.
- (3) For the proposal, the applicant may add additional documents to give a more specific and objective detailed explanation proposal content. (Original proposal and additional documents should correspond with one another.)
- (4) In the situation where JETRO affirms that the submitted application does not comply with the format and Points of Attention, JETRO may not evaluate the application. Also, submission of additional documents and explanation may be sought.
- (5) Applicant will cover all fees related to the creation and submission of the application.

**“The Project on Promotion of Foreign Direct Investment into Japan
(Industry Specialists Project in Europe(excluding France, Germany, Austria and Switzerland))**

Proposal (Sample)

Organization Name	
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1. Project Implementation

(1) Implementation Structure (arrangement of personnel in charge / each responsibilities)

(2) Execution Plan and Outline of Schedule for the Year

[Attachment 4]

(3) Operating Procedure, Method, Proposal on how to complete all the tasks of the project in an effective manner and enhance project outcome

2. Experience and Capabilities of the Organization

(1) Experience with Similar Projects

(2) System to Manage Personal/Confidential Information

(3) Networking and information gathering skills to enhance project outcome

[Attachment 4]

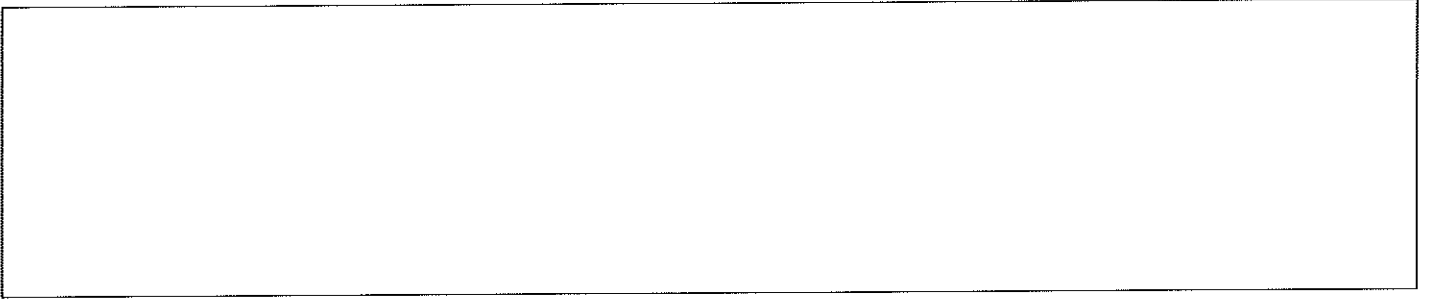
3. Project Implementation Skills of Assigned Personnel

(Profiles of each project personnel)

- Experiences from other similar projects and valid knowledge/experience/skills/networks to enhance project outcome

4. Original Proposal to Enhance Project Outcome

[Attachment 4]



SERVICES AGREEMENT

This Agreement (“Agreement”), made and entered into this XX day of May 2014, by and between the London office of Japan External Trade Organization at MidCity Place, 71 High Holborn, London, WC1V 6AL (“JETRO” or “JETRO London”) and the contractor whose registered address is at XX (company registration number XX)(“Contractor”).

1. Services

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

- (a) Provide the services according to the specifications attached here to as **Appendix A**.

2. Compensation

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

2.1.1 A payment in the amount of £165,000 (One hundred and sixty five thousand U.K. sterling) (excluding VAT) shall be made by JETRO to the Contractor upon receipt of a satisfactory invoice (as determined in JETRO’s discretion) to be issued by the Contractor after completion of the following services to JETRO’s satisfaction and standards by the due date of the XX of June 2014:

- (a) Selection of “the specified targets” and key persons (Activity 4. a. of **Appendix A**)

2.1.2 A payment in the amount of £ 255,000 (Two hundred and fifty five thousand U.K. sterling) (excluding VAT) shall be made by JETRO to the Contractor upon receipt of a satisfactory invoice(as determined at JETRO’s discretion) to be issued by the Contractor after completion of all the following services to JETRO’s satisfaction and standards by the due date of the 31st of October 2014:

- (a) Contact to “the specified targets” (Activity 4. b. of **Appendix A**)

2.1.3 A payment in the amount of £360,000 (Three hundred and thirty six thousand UK sterling) (excluding VAT) shall be made by JETRO to the Contractor upon receipt of a satisfactory invoice(as determined at JETRO’s discretion) to be issued by the Contractor after completion of the following services to JETRO’s satisfaction and standards by the due date of the 31st of October 2014:

(a) Creating the strategy of approaching “specified targets” (Activity 4. c. of **Appendix A**); and

(b) Making proposals on the investment into Japan to “the specified targets” (Activity 4. d. of **Appendix A**).

2.1.4 A payment in the amount of £ 390,000 (Three hundred and ninety thousand U.K. Sterling) (excluding VAT) shall be made by JETRO to the Contractor upon receipt of a satisfactory invoice (as determined at JETRO’s discretion) to be issued by the Contractor after completion of the following services to JETRO’s satisfaction and standards by the due date of 27th of February 2015:

(a) Creation of follow-up strategies to “the specified attraction targets”(Activity 4. e. of **Appendix A**); and

(b) Follow-up after the proposal to “the specified targets”(Activity 4. f. of **Appendix A**).

2.1.5 A payment in the amount of 1% of the paid-in capital of newly established corporations by the “specified targets” as described in Appendix A but not exceeding the equivalent of ¥10,000,000 (Ten Million Japanese yen) shall be made in U.K. Sterling by JETRO to the Contractor as a commission (“Commission”) upon receipt of a satisfactory invoice (as determined at JETRO’s discretion) to be issued by the Contractor after completion of: (i) Activities 4. a to 4. f. of **Appendix A**, and Activity 4.g. of **Appendix A** to JETRO’s satisfaction and standards; and (ii) submission of the following documents by the Contractor to JETRO by 27th of February 2015:

(a) The report about new corporate entities stated in Activity 4. g. of **Appendix A**;

(b) The certificate of full registry records stated in Activity 4. g. of **Appendix A**; and

(c) The certificate of payment stated in Activity 4. g. of **Appendix A** proving a paid-in capital investment of ¥100,000,000 (One hundred million Japanese yen) or higher.

2.2 Compensation set forth in Section 2.1 above shall include any and all fees, charges, costs and expenses, including any applicable tax, and there shall be no additional payment obligation by JETRO to the Contractor under this Agreement or otherwise.

3. **Term**

The term of this Agreement (“Term”) shall commence on the date of execution and expire on 31st March of 2015.

4. **Cancellation**

4.1 JETRO shall have the right to terminate this contract immediately upon notice prior to the end of the Term in the event:

4.1.1 where JETRO is not able to access any or parts of its allocated funds or there are no sufficient funds available;

4.1.2 of force majeure;

4.1.3 of any breach of this Agreement by the Contractor; and

4.1.4 of the Contractor's failure to provide the Services within the time period specified in **Appendix A**.

4.2 JETRO shall also be entitled to terminate this Agreement:

4.2.1 upon 30 days prior written notice; and

4.2.2 in the event that unauthorised material described in Section 9 below is collected and used by the Contractor, and/or breach of the Non-disclosure Agreement attached hereto as **Appendix B**.

5. **Termination**

Upon termination, JETRO shall pay to the Contractor for any activities described in Section 2 of this Agreement provided that these activities were completed by the effective date of the termination and to JETRO's satisfaction and standards.

6. **Reporting**

6.1 The Contractor shall submit to JETRO the reports specified in **Appendix A** in the form and within the periods as set forth in **Appendix A** ("Report").

6.2 If in JETRO's opinion the quality of the Report is not acceptable or the content of the Reports does not correspond to the Contractor's undertaking, JETRO shall, within 5 business days of receiving the Report, give notice and reasons for this opinion. If not agreed otherwise, within 7 business days of such notice, the Contractor shall either contest JETRO's opinion or present a revised Report that meets its requirements.

6.3 The Contractor is required to notify to JETRO immediately if it finds an error or omission in the specifications detailed in **Appendix A** or is unable to complete any activities by the deadlines set forth by this Agreement. If it becomes necessary to change the deadlines or compensation amount in this Agreement, a decision will be made by JETRO after a discussion by both parties.

7. **Rights**

7.1 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 rights, titles and interests in and to such Work.

7.2 To the extent that the Work is entitled to protection under the copyright

laws and all other intellectual property laws of the United Kingdom and anywhere in the world, JETRO and Contractor agree to the following provisions:

7.2.1 The 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 “commissioned work” as defined under the Copyright, Design and Patent Act.

7.2.2 The Work shall be deemed a commissioned work and a work made for hire to the greatest possible extent permitted by law.

7.2.3 JETRO shall be the sole author of the Work and any work embodying the work accordingly to the Copyright, Design and Patent Act.

7.2.4 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, titles and interests in and to such Work, including all copyright rights, to JETRO.

7.2.5 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, restrictions or limitations on use or subsequent modifications.

7.3 To the extent that the Contractor desires to copy, publish or otherwise use any Work for purposes other than those necessary to provide the Services under this Agreement, the Contractor shall obtain prior written permission from JETRO which shall not be unreasonably denied or withheld.

8. Representations and Warranties

The Contractor represents and warrants that:

8.1 it has full power and authority to enter into this Agreement and provide the Services;

8.2 there exists no agreement or restriction which would interfere with or prevent the Contractor from entering into this Agreement or rendering the Services described herein;

8.3 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);

8.4 the Work the Contractor creates or prepares in 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;

8.5 all Work will conform to the specifications and criterias agreed upon by the parties, including **Appendix A**; and

8.6 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.

9. Prohibition of Use of Unauthorised Information or Material

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

9.2 JETRO prohibits and, under no circumstances, authorises solicitation, collection, acceptance, or receipt of any and all unauthorised information or material by the Contractor in performing its duties under this Agreement.

9.3 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 is being, 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.

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 all legal remedies available as well as actual damages for any loss incurred by reason of such breach or threatened breach, including all reasonable legal 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.

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 legal 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

The Contractor hereby acknowledges that it has read and agrees to be bound by the terms and conditions of the Non-disclosure Agreement attached hereto as **Appendix B** and which forms an integral part of this Agreement.

13. 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.

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 must be requested and postage prepaid and delivered to the addresses set out below, or as amended by any future notice served by a party to another in 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) working 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 London:

JETRO London
MidCity Place
71 High Holborn
London WC1V 6AL

If to Consultant:

[INSERT ADDRESS]

16. Compliance with Applicable Law and Ethical Standards

16.1. In providing the Services under this Agreement, the Contractor shall strictly adhere to any and all applicable laws and regulations including, if applicable, Public Bodies Corrupt Practices Act 1889, the Prevention of Corruption Act 1906, the Prevention of Corruption Act 1916 and the Bribery Act 2010, (as amended).

16.2. In providing the Services under this Agreement, it is prohibited for Contractor to receive monetary or non-monetary rewards including but not limited to the payment of meals, entertainment, and other services from the “specified targets” as described in **Appendix A** or other companies in relation to this Agreement.

17. Governing Law and Dispute Resolution

Each parties to this Agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this Agreement or its formation or validity and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

18. Assignment

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

19. Successors

This Agreement shall be binding upon the parties and their respective successors and assigns.

20. Severability

If any provision of this Agreement 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 provisions of this Agreement are declared to be severable.

21. 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.

22. 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.

23. The Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Agreement shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

24. Headings

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

25. 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 London:

For:

Name: Jun Arima
Title: Director-General

Name:
Title:

APPENDIX B

Non-disclosure Agreement

This Non-Disclosure Agreement (“Agreement”) is made and entered into as of this ____ day of April, 2014 (the “Effective Date”), between the London office of Japan External Trade Organization, located at MidCity Place, 71 High Holborn, London, WC1V 6AL (“JETRO” or a “Party”), and the Contractor whose registered address is at _____ (company registration number _____) (“Contractor” or a “Party”) (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 the Contractor opportunities for possible business support for European companies interested in investing in Japan, and in connection with such discussions or in the conduct of any resulting business support, JETRO may disclose or make available to the Contractor certain information which JETRO desires the 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 the 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 in pursuant to court summons or any other court orders, 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 unauthorised 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.
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 system 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 any applicable and available legal remedies available by reason of such breach including, compensation for actual damages for any loss incurred by such breach or threatened breach, including all reasonable legal 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 that United Kingdom and Japanese securities laws 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. Any dispute which cannot be settled by mutual agreement or mediation shall be finally and exclusively settled by arbitration held under and in accordance with the rules of Arbitration Act 1966 (and as amended). Arbitration shall be by three (3) arbitrators, one chosen by each of the Parties. The decision of the arbitral tribunal shall be final and binding upon the Parties and judgement upon the decision may be entered and enforced in any court of England.

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 will be governed by and construed in accordance with the laws of the United Kingdom. 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year written above.

For JETRO:

For the Contractor:

NAME: Jun Arima
TITLE: Director-General

NAME:
TITLE: