

CONTRACT SERVICE AGREEMENT (draft)

This Agreement (“Agreement”), made and entered into this _____, by and between the San Francisco Office of Japan External Trade Organization at 575 Market Street, Suite 2400, San Francisco CA 94105 (“JETRO”) and xxx co. name with its principal office at (Address).

1. Services

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

1.2 xxx co. name will provide to JETRO the mentoring, reporting and business matching with the main goal of accelerating collaboration between US companies and Japanese J-Bridge companies in the targeted sector. The specification of comprehensive service can be found in Attachment 1.

2. Compensation

2.1 In compensation for the Services detailed in Attachment 1 to be provided by xxx co. name to JETRO, JETRO shall pay a compensation (“Compensation”) to xxx co. name in accordance with the following payment schedule.

2.1.1 In compensation for completing total of 5 programs which include mentoring, reporting and the business matching service, JETRO shall pay \$XX,XXX (U.S. Dollars). The first payment will be for \$XX,XXX (U.S. Dollars) which will be made by JETRO to xxx co. name upon execution of this Agreement upon receiving the invoice. Payment for the remaining half will be made by JETRO to xxx co. name upon receiving the invoice after completing 5 programs. Checks shall be made payable to xxx co. name.

2.1.2 JETRO shall pay a maximum total of \$XX,XXX (U.S. Dollars) for additional programs based on an unit price in Attachment 2. Payment will be made by JETRO to xxx co. name within two weeks after the Term. Checks shall be made payable to xxx co. name.

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

3. Term

3.1 The term of this Agreement shall be _____ through March 31, 2026.

3.2 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 xxx co. name,

except that JETRO may terminate this Agreement immediately in the event of xxx co. name's breach of section 9 below.

4. JETRO Contact

Unless otherwise advised, all communications from xxx co. name to JETRO relating to this Agreement shall be directed to Mr. Tsutomu Kobayashi.

5. Notices

All notices shall be given in writing and shall be delivered or sent by courier of recognized reputation (such as Federal Express or DHL) 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 (es) as specified below or as notified by the parties from time to time.

To JETRO:

Japan External Trade Organization (JETRO)
575 Market Street, Suite 2400,
San Francisco CA 94105
Telephone: 415-392-1333
E-mail: Tsutomu_Kobayashi@jetro.go.jp
Attn: Tsutomu Kobayashi, Director, PR & Business Development

To xxx co. name:

xxx co. name
Address:
Telephone:
E-mail:
Attn:

6. External Relations

6.1 No public statement or releases in connection with xxx co. name's provision of the Services to JETRO shall be made by xxx co. name without first obtaining written approval of JETRO.

6.2 Unless otherwise specifically instructed by JETRO, xxx co. name shall not contact or otherwise provide any comment, whether formally or informally (*i.e.*, off-the record), relating to xxx co. name'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 xxx co. name 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. Rights

7.1 Any report, memorandum, brochure, photographs, slides, pamphlet, audio and video recordings, audio-visual works, computer programs, and any other material of any kind and

nature specifically created or developed by xxx co. name under this Agreement (“Work(s)”) shall be the property of JETRO, xxx co. name and Clients, provided, however, that to the extent the Work is entitled to protection under the copyright laws of the United States and anywhere in the world, JETRO and xxx co. name agree to the following provisions:

7.1.1 xxx co. name shall be the author of the Work and any work employing the Work according to the United States Copyright Act.

7.1.2 xxx co. name shall retain all rights, title and intent in and to such Work.

7.1.3 xxx co. name hereby grants to JETRO and Clients, its affiliates and licensees, a perpetual and non-exclusive right to copy, reproduce, revise, edit, publish and create any derivative work of Work, or use Work in any other manner and for any lawful purposes throughout the world.

8. Representations and Warranties

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

9. Compliance with Applicable Law

In providing the Services under this Agreement, xxx co. name shall strictly adhere to any and all applicable federal and state statutes and regulations including the Foreign Agents Registration Act of 1938, as amended.

10. Prohibition of Use of Unauthorized Information or Material

10.1 In providing the Services or otherwise performing the duties under this Agreement, xxx co. name shall rely exclusively on publicly available or otherwise properly authorized information or sources.

10.2 JETRO prohibits and, under no circumstances, authorizes solicitation, collection, acceptance, or receipt of any and all unauthorized information or material by xxx co. name in performing its duties under this Agreement.

10.3 JETRO may unilaterally terminate this Agreement at any time during the Term of this Agreement, without any compensation to xxx co. name, 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 xxx co. name in providing the Services under this Agreement.

11. 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.

12. Relationship between JETRO and xxx co. name

12.1 xxx co. name is an independent contractor, and none of its employees, agents, or representatives shall be considered an employee of JETRO. While JETRO may comment upon and guide the scope of the Services to be provided by xxx co. name, xxx co. name has the right to control the manner and performance of the Services hereunder.

12.2 Nothing contained in this Agreement shall be deemed or interpreted to constitute xxx co. name as a partner, agent or employee of JETRO, nor shall either party have any authority to bind the other.

13. Indemnification

JETRO shall indemnify, and hold harmless, xxx co. name, 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 xxx co. name by reason of any actual or alleged breach by JETRO or arising out of the release of materials previously reviewed and approved by JETRO.

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

14. Confidentiality

14.1 All written and oral communications between JETRO and xxx co. name, including this Agreement, shall be kept confidential and shall not be disclosed to any other party unless prior written permission is given by JETRO.

14.2 xxx co. name shall not disclose or use, either during or after the Term, any proprietary or confidential information of JETRO without JETRO's prior written permission except to the extent necessary to perform the Services on JETRO's behalf.

14.3 Proprietary or confidential information shall include, without limitation, the written, printed, graphic or electronically recorded materials of any contents furnished by JETRO for xxx co. name to use.

14.4 xxx co. name shall not be restricted in using any material which is publicly available, already in xxx co. name's possession or known to xxx co. name without restriction or which is rightfully obtained by xxx co. name from sources other than JETRO.

14.5 This confidentiality obligation shall survive the expiration or cancellation of this Agreement.

15. 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 xxx co. name. No change or modification of this Agreement shall be valid unless the same be in writing and signed by authorized representatives of both parties.

16. Dispute Settlement

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. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

For JETRO, San Francisco Office:

For xxx co. name:

XXX

Chief Executive Director

Name

Title

**FY2025 J-Bridge Program Coordinator
Specification Document**

JETRO San Francisco

1. Project Purpose

This project aims to accelerate collaboration and cooperation between US companies and Japanese J-Bridge member companies, that contributes to form and strengthen innovation and improvement of productivity in Japan.

2. Contract Period

The Contract date to March 31, 2026.

3. Details of work

The details of the Contracted Services are as follows.

- (1) Organizer: JETRO *Co-organizer: contractor
- (2) Target fields: J-Bridge will focus on the digital and green sectors as its two priority areas, with flexibly supporting projects in relevant industries that contribute to the creation of innovation and contribute to solving social issues in local communities in Japan and abroad.
- (3) Service Users: J-Bridge member companies*, minimum of 5 companies, maximum will be confirmed during the contract period.
 - * companies that take on the challenge of developing innovative products, services and business models, and aim for rapid growth through digital technologies.
 - * companies include Japanese SMEs and large corporates, both in Japan and the US.
- (4) Deliverables:
 - a. Mentoring/discussion
 - 3 meetings per 1 company (up to 60 minutes each).
 - It includes the research and discussions to identify opportunities for growth, designing and improving the business models or strategies.
 - Meetings could be online and/or in-person.
 - b. Reporting
 - 1 report per 1 company
 - It includes the relevant market analysis, competitor research, and a list of startups in the targeted market. The list should be shared to JETRO before finalizing in order to avoid contacting existing clients of JETRO.

- Intelligence report should be compiled and shared to the companies and JETRO.
- c. Business matching
 - Once, but not limited to, per 1 company
 - It includes to introduce the company to one of the startups listed in the list mentioned above which is the possible candidate as a partner, to the needs of companies.
- 4. Place of Delivery
JETRO San Francisco Office.
- 5. Miscellaneous:
 - a. Payment
Contractor shall submit an invoice to JETRO at the timing of signing the contract, and when finishing the fifth company after passing the inspection. JETRO shall pay the invoiced amount to the contractor within 30 days (payment due date) from the day of receipt of the invoice. Additional companies will be paid per unit.
 - b. Language to be used: English
 - c. Points to note
Startups to be listed are preferred to be in the US.

Estimate of Services

| Item | Unit Price | Unit | Total |
|----------------------------------|------------|------|-------|
| Service for 5 Japanese companies | \$ | 5 | \$ |

*Tax included in price

Non-Disclosure Agreement

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

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

2. Confidential Information. “Confidential Information” means all information and materials of a confidential, secret or proprietary nature disclosed by or on behalf of JETRO or any of its affiliates (the “disclosing Party”) to Contractor (the “receiving Party”) in the course of discussions or activities related to the purpose of disclosure described in Section 1 above (the “Purpose”), before or during the term of this Agreement, either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, information and materials regarding: personal information, company lists, market reports, proposals, contracts, technical and/or financial information and other data or information, in each case whether or not identified or marked as “confidential,” and including all documents, presentations, information, reports, materials, evaluations and copies of the receiving Party to the extent incorporating or generated from any of the foregoing information of the disclosing Party. The disclosing Party’s Confidential Information may also include information obtained by the disclosing Party from its client companies or other third parties who have entrusted their confidential information to the disclosing Party.

Confidential Information shall not, however, include any information which the receiving Party can establish by written records: (i) was publicly known and generally available in the public domain prior to the time of disclosure by the disclosing Party to the receiving Party; (ii) becomes publicly known and generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party or any of its employees or agents; (iii) was already in possession of the receiving Party, as evidenced by receiving Party’s contemporaneous records, immediately prior to the time of disclosure to the receiving Party by the disclosing Party; (iv) is obtained by the receiving Party from a third party who has a right to disclose such information free of any obligation of confidentiality and who is not providing such information on behalf of the disclosing Party; or (v) is independently developed by the receiving Party without use of or reference to the disclosing Party’s Confidential Information and other than under an agreement with the disclosing Party.

3. Non-Use and Non-Disclosure of Confidential Information. The receiving Party agrees not to, directly or indirectly, use or allow any third party to use, any Confidential Information of the disclosing Party for any purpose other than the Purpose or as otherwise approved in writing

by the disclosing Party. The receiving Party agrees not to disclose any Confidential Information of the disclosing Party to any third party or to receiving Party's employees, except to those employees or consultants of the receiving Party or any of its affiliates who have a specific need to

know such information in order to advise the receiving Party with respect to the Purpose and who are bound by written or professional obligations of confidentiality and restrictions on use that apply to Confidential Information of the disclosing Party and are at least as stringent as those set forth in this Agreement.

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

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

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

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

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

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

10. Term. The obligations of the receiving Party under this Agreement with regard to non-disclosure and restrictions on use of Confidential Information of the disclosing Party disclosed under this Agreement shall survive any termination or expiration of any Services

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

11. Remedies. The receiving Party agrees that in the event of any breach or threatened breach of this Agreement by the receiving Party or its officers, employees, consultants, or agents, the disclosing Party shall be entitled to compensation for actual damages for any loss incurred by reason of such breach or threatened breach, including all reasonable attorneys' fees and costs. The receiving Party further agrees that any such breach or threatened breach of this Agree

may result in irreparable injury to the disclosing Party, for which monetary damages may be an inadequate remedy, and agrees that the disclosing Party shall be entitled to temporary and permanent injunctive relief as necessary to restrain such breach or threatened breach and to otherwise specifically enforce the provisions of this Agreement.

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

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

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