

SERVICES AGREEMENT (Draft)

This Services Agreement (“Agreement”), made and entered into on MM/DD/YYYY, by and between the Houston office of Japan External Trade Organization at 1221 McKinney Street Suite 4141, Houston, TX 77010 (“JETRO” or “JETRO Houston”) and [REDACTED] with its office at [REDACTED] (“Contractor”).

I. Services

- 1.1 During the TERM (as defined in Section III) of this Agreement, Contractor shall render to JETRO the SERVICES specified in Exhibit I (“Services”) in accordance with the terms and conditions set forth in this Agreement, including Exhibit I.
- 1.2 More detailed description of the Services is attached hereto as Exhibit I.

II. Compensation

- 2.1 In compensation for the SERVICES to be provided by Contractor to JETRO, JETRO will pay of the total amount of US\$ [REDACTED], in accordance with the following payment schedule: Contract amount to be paid after completion of the whole SERVICE and after receiving the invoice by the Contractor.
- 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 Contractor under this Agreement.

III. Term

- 3.1 The term of this Agreement (“TERM”) shall commence on the date of execution of this Agreement by both parties and shall automatically expire on March 23rd, 2027. At any time during the TERM, either party may terminate this Agreement upon fourteen (14) days prior written notice to the other party. JETRO will pay for all SERVICES provided through the effective date of termination.

IV. License & Prohibition of Use of Unauthorized Information or Material

- 4.1 Contractor shall rely solely on publicly available information and sources, unless the material is already in Contractor’s possession or known to Contractor without restriction or is rightfully obtained by Contractor from sources other than JETRO. JETRO prohibits and, under no circumstances, authorizes solicitation, collection, acceptance, or receipt of any and all unauthorized information or material by Contractor in performing its duties under this Agreement.

V. Confidentiality

- 5.1 All written and oral communications between JETRO and Contractor shall be kept confidential and shall not be disclosed to any other party unless prior written permission is given by JETRO to the extent necessary to perform the SERVICES on JETRO’s behalf. Proprietary or confidential information shall include, without limitation, the written, printed, or electronically recorded materials of any contents furnished by JETRO for

Contractor to use. This confidentiality obligation shall survive the expiration or cancellation of this Agreement.

VI. Compliance with Applicable Law

6.1 Contractor shall adhere in all material respects to any and all applicable federal, state or local statutes and regulations

VII. Indemnification

7.1 Contractor agrees to indemnify, defend and hold JETRO harmless from and against any and all claims, liabilities, damages, costs and expenses, including reasonable attorney's fees, which JETRO may suffer or incur by reason of any third party claim alleging that the WORK PRODUCT infringes or violates any third party intellectual property rights or privacy rights.

7.2 JETRO shall indemnify, and hold harmless, Contractor, 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 Contractor by reason of any actual or alleged breach by JETRO or arising out of the materials provided by or disclosed by JETRO.

VIII. Limitation of Liability

8.1 Contractor will have no liability hereunder for any indirect, special, punitive, or consequential damages including, without limitation, loss of profit or business opportunities, whether or not such Contractor knew or should have known that such damage might be incurred.

8.2 Contractor aggregate liability arising with respect to this agreement and the services contemplated hereunder, whether in contract, tort or any other theory of recovery, will not exceed the total amount paid or payable to Contractor under this Agreement.

IX. Service Authority

9.1 With respect to the SERVICES to be performed by Contractor under this Agreement, all employees and subcontractors of Contractor shall be deemed to be employees and subcontractors of the Contractor only

9.2 Neither this Agreement nor any other rights or duties of any party under this Agreement may be assigned or transferred, except with the prior written consent of a duly authorized officer or director of the other party.

9.3 Neither Contractor nor any of its subcontractors or employees shall have any right or authority to assume or create any obligation of any kind, whether express or implied, on behalf of JETRO or have any authority to bind JETRO in any respect. Contractor shall as necessary inform all parties it contracts pursuant to this Agreement of such limitations upon its authority.

X. Public Disclosure of the Agreement

10.1 This existence and content of this Agreement shall not be treated confidential. JETRO may disclose for public inspection any and all part of this Agreement.

XI. Governing Law

11.1 This Agreement shall be governed and construed pursuant to the law of the State of Texas without regard to its conflict of laws.

XII. Other Provisions

- 12.1 No alteration, variation or amendment of this Agreement shall be valid unless it is made in writing and signed by both parties hereto.
- 12.2 Each and every term and provision, including, without limitation, any condition, covenant and representation, contained in this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement, including Exhibit I, shall, to any extent, be invalid, void, voidable or unenforceable, the remainder of this Agreement, including Exhibit I, shall not be affected thereby and shall remain in full force and effect.
- 12.3 This Agreement, including Exhibit I, represents the final agreement of the parties with respect to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous or subsequent agreements of the parties hereto, unless in strict compliance with Section 12.1 hereof. The parties hereto hereby confirm and agree that there are no unwritten oral agreements between the parties hereto.
- 12.4 JETRO may terminate this Agreement, in whole or in part, if JETRO determines that the performance of the Services under this Agreement, or the execution of JETRO's underlying project upon which such Services are premised, has become impossible, impracticable, or subject to cancellation or substantial reduction due to force majeure events, including, but not limited to, fire, flood, unavoidable accidents, war, restrictions on entry into or departure from a country, laws or regulations, civil disturbance, riots, labor disputes, infectious diseases, or other similar events beyond the reasonable control of the parties. In such event, if the Contractor has already performed a portion of its obligations under this Agreement, JETRO may pay the Contractor an amount that JETRO determines to be reasonable, provided that such amount shall not exceed the Contract Price.

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

For JETRO Houston:

For

By: _____
Name: Hideki Shimada
Title: Chief Executive Director

By: _____
Name:
Title:

Date: _____

Date: _____