

## SERVICES AGREEMENT

This Agreement (“Agreement”), made and entered into this **xxx day of xxx 2019**, by and between the Chicago office of Japan External Trade Organization at 1 E. Wacker Drive, Suite 3350, IL 60601 (“JETRO” or “JETRO Chicago”) and contractor (“the Representative”).

### 1. Services

During the Term (as defined in section 3 below) of this Agreement, the Representative 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 Representative to JETRO, JETRO shall pay to the Representative 4,350 US dollars per month as a monthly salary base (“Compensation”); the monthly portion of the Fees for the month of **xxxx 2019** shall be prorated based on the number of remaining days of the month after this Agreement becomes effective

2.2 Compensation set forth in Section 2.1 above shall include any and all fees, charges, costs and expenses including any applicable tax; exclude fees for transportation, flight ticket and accommodation costs of the business trip taken place by JETRO’s request, as well as fees that JETRO specifically stated otherwise in writing.

2.3 The Representative shall submit invoices for the Compensation within fifteen (15) days after the end of each month.

### 3. Term

The term of this Agreement (“Term”) shall commence on the date of execution and expire on February 28th, 2020.

### 4. Cancellation

JETRO shall have the right to terminate this contract immediately upon notice prior to the end of the Term for: (i) unavailability of funds; (ii) force majeure; (iii) event of breach, and (iv) the Representative’s failure to provide the Services within the time period specified in **Appendix A**. JETRO shall also be entitled to terminate this Agreement upon 30 days prior written notice.

Additionally, JETRO also reserves the right to terminate this contract in the event unauthorized material described in Section 9 below is collected and used by the Representative, and/or breach of the Non-disclosure Agreement attached hereto as **Appendix B**.

## 5. Termination

Upon termination, JETRO shall pay to the Representative upon the successful completion to JETRO's satisfaction and standards of the activities described in Section 2 of this Agreement up to the effective date of the termination.

## 6. Reporting

6.1 The Representative shall submit to JETRO the reports specified in **Appendix A** in the form and within the periods as set forth in **Appendix A**.

6.2 If in JETRO's opinion the quality of reporting is not acceptable or the content of the reports does not correspond to the Representative'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 Representative shall either contest JETRO's opinion or present a revised report that meets its requirements.

6.3 The Representative is required to report 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 Advisor under this Agreement ("Work") shall be the sole property of JETRO, and JETRO will exclusively retain all right, title and interest in and to such Work.

7.2 To the extent that Work is entitled to protection under the copyright laws of the United States and anywhere in the world, JETRO and Advisor agree to the following provisions:

7.2.1 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 "work made for hire" as defined under the United States Copyright Act.

7.2.2 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 United States Copyright Act.

7.2.4 To the extent that Work is deemed for any reason not to be a work made for hire, the Representative agrees to and does hereby irrevocably assign all rights, title and interest in and to such Work, including all copyright rights, to JETRO.

7.2.5 The Representative 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, restriction or limitation on use or subsequent modification.

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

## **8. Representations and Warranties**

The Representative 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 Advisor from entering into this Agreement or rendering the Services described herein;

8.3 the Services shall be performed by the Representative 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 Representative creates or prepares pursuant to this Agreement will be original or otherwise will not infringe upon the rights of any third party, and will not have been previously assigned, licensed or otherwise encumbered;

8.5 all Work will conform to the specifications and other criteria 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 Unauthorized Information or Material**

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

9.2 JETRO prohibits and, under no circumstances, authorizes solicitation, collection, acceptance, or receipt of any and all unauthorized information or material by the Representative 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 Advisor, if JETRO determines that any information or material has been, or is about to be, obtained in an improper manner, or in violation of any rights of third party, by the Representative in providing the Services under this Agreement.

## 10. Remedies

The Representative hereby acknowledges and agrees that in the event of any breach or threatened breach of this Agreement by the Representative or its officers, employees, consultants, or agents, JETRO shall be entitled to compensation for actual damages for any loss incurred by reason of such breach or threatened breach, including all reasonable attorneys' fees and costs. The Representative 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 Representative shall indemnify, hold harmless, and defend JETRO, its directors, employees and agents from and against any claims, damages, losses, liabilities, penalties, settlements, judgments, awards, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred or caused to JETRO by reason of any breach by Advisor of its obligations under this Agreement and from any negligent acts taken by the Representative pursuant to this Agreement.

## 12. Confidentiality

The Representative 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

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

If to JETRO Chicago:

JETRO Chicago  
1 E. Wacker Drive, Suite 3350  
Chicago, IL 60601

If to the Representative:

**The Representative name and address**

## **16. Compliance with Applicable Law and Ethical Standards**

16.1. In providing the Services under this Agreement, Advisor shall strictly adhere to any and all applicable federal and state laws and regulations including, if applicable, the Foreign Corrupt Practices Act of 1977, the Foreign Agents Registration Act of 1938, as amended.

16.2. In providing the Services under this Agreement, it is prohibited for Advisor 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**

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. Any dispute, controversy, or claim arising out of or relating to this Agreement or the breach thereof shall be finally settled by arbitration in Chicago City, Illinois, in accordance with the laws of the State of Illinois.

## **18. Assignment**

The Representative shall not assign this Agreement or any part hereof without the prior written consent of JETRO. JETRO may, without the Representative’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. Headings**

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

**24. 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 Chicago:

For: **The Representative**

\_\_\_\_\_  
Name: Ralph Inforzato  
Title: Chief Executive Director

\_\_\_\_\_  
Name:  
Title:

## APPENDIX B

### Non-disclosure Agreement

This Non-Disclosure Agreement (“Agreement”) is made and entered into as of this **xx day of xxx, 2019** (the “Effective Date”), between the Chicago office of Japan External Trade Organization (“JETRO” or a “Party”), located at 1 E. Wacker Drive, Suite 3350, Chicago, IL 60601, and contractor (“The Representative” or a “Party”), located at . (JETRO and the The Representative 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 The Representative opportunities for possible business support for North American 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 The Representative certain information which JETRO desires the The Representative 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 The Representative (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 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 U.S. 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 the 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 in Chicago, IL and conducted by the American Arbitration Association (“AAA”) in accordance with the International Arbitration rules of the AAA, as modified or amended by the following provisions. Arbitration shall be by three (3) arbitrators, one chosen by each of the Parties.

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 the laws of Illinois 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.

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

For JETRO:

For The Representative:

\_\_\_\_\_  
NAME: Ralph Inforzato  
TITLE: Chief Executive Director

\_\_\_\_\_  
NAME:  
TITLE: