

## SERVICES AGREEMENT

This Services Agreement (“Agreement”), made and entered into this **xxx day of xxx 2024**, 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 **\_\_\_\_\_**, an individual with an address at **\_\_\_\_\_** (“Representative” and together with JETRO, the “Parties”, and each, a “Party”).

### 1. Services

During the Term (as defined in Section 3 below), the Representative shall provide to JETRO the following services (“Services”) in accordance with the terms and conditions set forth in this Agreement and **Appendix A**:

- (a) **the services** described in Section 4 (Project Description) and Section 5 (Deliverables) of **Appendix A**.

### 2. Compensation

2.1 JETRO shall pay to the Representative a fee (“Fee”) for the Services to be provided by the the Representativeas more specifically set forth in Section 4 (Project Description) of **Appendix A**.

2.2 The Fee shall include any and all fees, charges, costs and expenses including any applicable tax.

2.3 JETRO shall reimburse the Representative for reasonable and necessary out of pocket expenses for transportation, flight ticket and accommodation costs incurred by the Representative for the business trip requested by JETRO that JETRO specifically pre-approved in writing (“Expenses”).

2.4 The Representative shall submit invoices for the Fee and Expenses 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 March 27, 2024.

### 4. Termination

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 of this Agreement (including the Representative’s collection and use of unauthorized material described in Section 9 below) or the Non-disclosure Agreement attached hereto as Appendix B, 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.

## 5. **Effect of Termination**

Termination of the Agreement will not affect any rights or obligations that were incurred by the Parties prior to such earlier termination; provided that JETRO shall not have any obligation to pay the Fee for the Services not completed to JETRO's satisfaction and in accordance with JETRO's standards by the date of the termination.

## 6. **Deliverables**

6.1 The Representative shall submit to JETRO the Deliverables described in **Appendix A** in the form and by the due dates as set forth in **Appendix A**.

6.2 If in JETRO's opinion the quality of a Deliverable is not acceptable or the content of a Deliverable does not correspond to the Representative's undertaking, JETRO shall, within five (5) business days of receiving the Deliverable, give notice and reasons for this opinion. If not agreed otherwise, within seven (7) business days of such notice, the Representative shall present a revised Deliverable that is acceptable to JETRO and correspond to the Representative's undertaking.

6.3 If the Representative discovers any error or omission in the Deliverables or foresees a delay in completion any activities by each due date set forth in Appendix A, the Representative shall immediately notify and seek instructions from JETRO. If either Party wishes to change the due dates or the amount of the Fee in this Agreement, and an agreement cannot be reached after discussion by both Parties, JETRO will have the sole discretion to determine the due dates and the amount of the Fee.

## 7. **Intellectual Property 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 Representative 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 Representative 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 Representative 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, pursuant to Section 4, unilaterally terminate this Agreement

at any time during the Term of this Agreement, without any further compensation or liability to Representative, 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 Representative 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

Representative 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, Representative 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 Representative to receive monetary or non-monetary rewards including but not limited to the payment of meals, entertainment, and other services from the Startups as described in **Appendix A** or other individual or entities designated by JETRO.

## 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 the city of Chicago, 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: Hiroyuki Nemoto  
Title: Chief Executive Director

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