

## SERVICES AGREEMENT

This Agreement ("Agreement"), made and entered into this 14<sup>th</sup> day of September 2007, by and between the New York office of Japan External Trade Organization at 1221 Avenue of the Americas, New York, NY 10020-1079 ("JETRO" or "JETRO New York") and KWR International, Inc., with its principal offices at 275 Madison Avenue, New York, NY 10016 ("Contractor").

### 1. Services

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

(a) Provide Report according to the specifications attached here to as Exhibit I.

### 2. Compensation

2.1 In compensation for the Services to be provided by Contractor to JETRO, JETRO shall pay a total of \$10,000 (Ten Thousand U.S. Dollars) ("Compensation") to Contractor in accordance with the following payment schedule.

2.1.1 The initial half payment in the amount of \$5,000 (Five Thousand U.S. dollars) shall be paid by JETRO to the Contractor upon receipt of an invoice to be issued by Contractor after the execution by both Parties of this agreement.

2.1.2 The Final payment in the amount of \$5,000 (Five Thousand U.S. dollars) shall be paid by JETRO to the Contractor upon JETRO's receipt of an invoice to be issued by Contractor and after the completion of the services referred to in **Exhibit I**.

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.

### 3. Term

3.1 The term of this Agreement ("Term") shall commence on the date of execution and expire on November 30, 2007.

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 the Contractor, except that JETRO may terminate this Agreement immediately in the event the Contractor collects and uses unauthorized material described in Section 6 below.

### 4. Rights

4.1 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 Contractor 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.

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

4.2.1 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.

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

4.2.3 JETRO shall be the sole author of the Work and any work embodying the work accordingly to the United States Copyright Act.

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

4.2.5 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, restriction or limitation on use or subsequent modification.

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

## **5. Representations and Warranties**

Contractor represents and warrants that the Work the Contractor 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.

## **6. Prohibition of Use of Unauthorized Information or Material**

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

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

6.3 JETRO may unilaterally terminate this Agreement at any time during the Term of this Agreement, without any further compensation or liability to Contractor, 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 Contractor in providing the Services under this Agreement.

## **7. Indemnification**

7.1 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 release of materials previously reviewed and approved by JETRO.

7.2 The Contractor 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 Contractor of its obligations under this Agreement and from any negligent acts taken by the Contractor pursuant to this Agreement.

**8. Confidentiality**

8.1 All written and oral communications between JETRO and the Contractor shall be kept confidential and shall not be disclosed to any other party unless prior written permission is given by JETRO.

8.2 Contractor shall not disclose or use, either during or after the Term, and 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.

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

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

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

**9. 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.

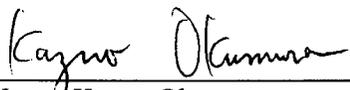
**10. Compliance with Applicable Law**

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

**11. Governing Law**

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

For JETRO New York:

  
\_\_\_\_\_  
Name: Kazuo Okumura  
Title: President

For KWR International, Inc.:

  
\_\_\_\_\_  
Name: Keith W. Rabin  
Title: President

Budget: \$10,000 for

- 1) Preparation of media/ contact list and dissemination of press release/ press alert.
  - 2) Follow-up and post event support
  - 3) Other necessary support listed below
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- a) **Media/Contact List:** KWR will prepare a targeted list of Washington, DC- based and other targeted media contacts. While the primary purpose of this list will be to generate media participation at, and coverage of, the proceedings, KWR will supplement the list from its in-house e-mail database of over 15K investors, analysts, executives, financial and service professionals, journalists, industry associations, government officials and other relevant individuals who have a demonstrated interest in Japan- and Asia-focused information and may also have an interest in attending, or learning about, the proceedings.
  - b) **Follow-up/Registration:** In the weeks leading up to the event, KWR will supplement the activities highlighted above, including the dissemination of materials and reminders by e-mail, with personal phone calls to, and if necessary meetings with, targeted journalists, individuals and other entities to urge and confirm their attendance and to otherwise motivate their coverage of these activities. Where possible, interviews and sidebar meetings will be scheduled and additional background information provided to motivate, influence and maximize any coverage generated. KWR will keep JETRO informed of its activities and provide a list of any media or other registrants it generates who are interested in attending the event and to help schedule any specialized support and meetings that prove necessary.
  - c) **Media Advisory/Press Release Development:** KWR proposes to prepare and disseminate a media advisory once the initial details have been established, and once press release shortly before the event to maximize media and other targeted attendance and awareness, and to serve as a reminder and to highlight the program and key messages developed.
  - d) **Media Outreach:** KWR proposes to disseminate these releases and to conduct outreach to nurture media interest in the US-Japan Investment Initiative meeting and to raise general awareness of key messages and the issues that will be discussed. KWR will follow up on all interactions to try to generate the best coverage possible. This activity will take place before, during and for several weeks after the event. KWR proposes to act as a press/ contact to conduct pro-active and reactive communications with journalists and other targeted individuals. This promotes interest and provides a structure to address any questions and concerns that might arise.
  - e) **Follow-up and Support:** KWR proposes to continue to act as a contact for JETRO for about one month after the conclusion of the Washington to respond to any outstanding requests and questions that are generated. In addition to the activities noted above, KWR will maintain an ongoing dialogue with JETRO to maximize the effectiveness of the activities that have been conducted.
  - f) **Post-Event Release:** KWR proposes to also utilize this summary within a follow-up release after the proceedings. It will be posted on the Internet and disseminated by e-mail to a list of 10K+ individuals drawn from KWR's internal e-mail database as well as other entities with an interest in Japan, Asia and the sectors/issues discussed. In addition to highlighting the proceedings, KWR can include pictures and a slide show of the event, video clips, presentations and other briefing and background materials and relevant media coverage, depending upon what JETRO can make available.