

#2521

RETAINER AGREEMENT

This Agreement ("Agreement"), made and entered into this 16th day of April, 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 Masaoka & Associates, Inc., of 1000 Connecticut Avenue, Northwest, Suite 304, Washington, DC 20036, a Washington, DC corporation, with its principal offices at 1000 Connecticut Avenue, Northwest, Suite 304, Washington, DC 20036 ("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) obtain general and specific information and provide analysis of US trade and economic issues
- (b) conduct a survey regarding US unfair trade practices

2. Compensation

2.1 In compensation for the Services to be provided by Contractor to JETRO, JETRO shall pay a total of \$50,400 (Fifty thousand and four hundred U.S. Dollars) ("Compensation") to Contractor in accordance with the following payment schedule.

- 2.1.1 \$4,200 upon execution of this Agreement; and
- 2.1.2 Within 30 days of the date of receipt by JETRO of an invoice to be issued on the first day of each month during the Term of this Agreement.

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 shall be April 16, 2007 through March 31, 2008.

3.2 Notwithstanding the foregoing, however, JETRO may terminate this Agreement for good 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 of the Contractor's breach of section 9 below.

3.3 The term of this Agreement may be extended by written notice.

1/7/08

4. JETRO Contact

Unless otherwise advised, all communications from Contractor to JETRO relating to this Agreement shall be directed to the following:

Mr. Akira Kajita, Executive Director, 212-997-0422
Mr. Ryohei Yamada, Director, 212-997-0421

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) New York
1221 Avenue of the Americas, New York, NY 10020-1079
Facsimile: 1-212-944-8808
Attn: Mr. Akira Kajita, Executive Director, JETRO New York

To Contractor:

Masaoka & Associates, Inc.
1000 Connecticut Avenue, Northwest, Suite 304, Washington, DC 20036
Facsimile: 1-202-293-3060
Attn: Mr. T. Albert Yamada, President, or
Mr. Michael Gould, Senior Researcher

6. Rights

6.1 Any report, memorandum, brochure, photographs, slides, pamphlet, 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.

6.2 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:

6.2.1 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.

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

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

6.2.4 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.

6.2.5 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.

7. Representations and Warranties

Contractor represents and warrants that the Work the Contractor 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.

8. 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 the Foreign Agents Registration Act of 1938, as amended.

9. Prohibition of Use of Unauthorized Information or Material

9.1 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.

9.2 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.

9.3 JETRO may unilaterally terminate this Agreement at any time during the Term of this Agreement, without any compensation 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.

10. 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.

11. Relationship Between JETRO and Contractor

11.1 Contractor is an independent contractor, and none of its employees, agents, or representatives shall be considered an employee of JETRO.

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

12. Indemnification

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.

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.

13. Confidentiality

13.1 All written and oral communications between JETRO and the Contractor, including this Agreement, shall be kept confidential and shall not be disclosed to any other party unless prior written permission is given by JETRO, except in fulfilling the requirements of FARA under section 7.

13.2 Contractor 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.

13.3 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.

13.4 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.

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

14. 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 the Contractor. No change or modification of this Agreement shall be valid unless the same be in writing and signed by authorized representatives of both parties.

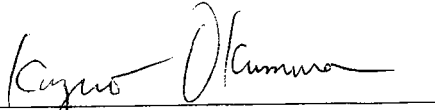
15. Dispute Settlement

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).

16. Governing Law

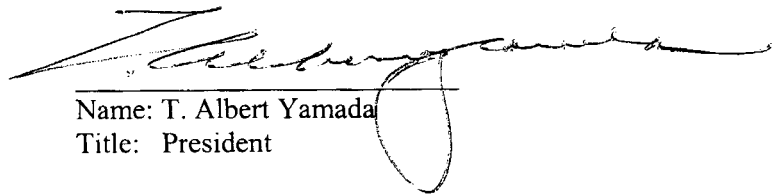
This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

For JETRO New York:



Name: Kazuo Okumura
Title: President

For Contractor:



Name: T. Albert Yamada
Title: President