

Provisions of the Exhibition Agreement for JIMTOF 2024 (The 32nd JAPAN INTERNATIONAL MACHINE TOOL FAIR)

In conjunction with participation in JIMTOF 2024 (The 32nd JAPAN INTERNATIONAL MACHINE TOOL FAIR) to be held from Tuesday, November 5 to Sunday, November 10, 2024 (hereinafter referred to as the "Fair"), the applicant wishing to participate in the Fair (hereinafter referred to as the "Applicant") and Tokyo Big Sight Inc. (hereinafter referred to as "TBSI") hereby agree to observe these "Provisions of the Exhibition Agreement", "General Regulations", as well as the "Exhibitors' Manual" and such other rules and regulations that TBSI establishes and provides to the Applicant (hereinafter collectively referred to as the "Provisions of the Exhibition Agreement").

■ Article 1. - Application for Exhibition and Agreement

The application for participation in the Fair and execution of the agreement therefor shall take effect when the Applicant submits the prescribed application form to TBSI and TBSI receives the same from the Applicant.

■ Article 2 – Size of Exhibition Area and Location of Exhibition Booth

The size of the exhibition area shall be coordinated by TBSI based on the number of booths requested by the Applicant in the prescribed application form and notified to the Applicant by TBSI with the official approval of participation in the Fair. The location(s) of the exhibition booth(s) shall be determined by the allocation of booths by TBSI. TBSI shall notify the Applicant of the location of the exhibition booth(s) after the booth allocation is determined. The Applicant shall have no right to object to, or request a change of, the location of the exhibition booth(s) once determined by TBSI (hereinafter the size of the exhibition area and the location of the exhibition booth(s) determined as above shall be referred to as the "Exhibition Space").

■ Article 3. - Conclusion of Agreement

TBSI shall notify the Applicant, if it is the case, that the application to participate in the Fair has been accepted. The agreement shall be deemed concluded when TBSI sends the Applicant an official notification of approval to participate in the Fair, upon which the Applicant shall acquire the right to use the Exhibition Space as an Exhibitor.

■ Article 4. – Payment of Booth Rental Fee

- (1) Based upon the size of the exhibition area stipulated in Article 2 hereof, TBSI shall invoice the booth rental fee set forth in "General Regulations" to be established by TBSI separately herefrom in two invoices, each in the amount of 50% of the fee (first invoice and second invoice). The Applicant shall be obliged to pay the booth rental fee invoiced by TBSI by way of remitting payment to the bank account indicated on the invoices by the due dates designated in the respective invoices. However, TBSI may invoice the entire amount of the booth rental fee in one lump sum, if necessary.
- (2) If the Applicant is a member of an organization and the organization itself invoices and collects the booth rental fee on behalf of the Applicant, the payment to the relevant organization by the Applicant shall be deemed the payment of the booth rental fee to TBSI by the Applicant (the same shall apply with respect to the payment and receipt of the booth rental fee stipulated in these Provisions of the Exhibition Agreement).

■ Article 5. – Bank Transfer Fee, Etc.

Any and all fees and charges that may arise with respect to the payment of the fees related to participation in the Fair (such as remittance charges, Japanese yen exchange handling fees, commissions for receiving and remitting payment in foreign currency, correspondent bank charges, inward remittance charges, etc.) shall be borne by the Applicant. If the full payment is not made, the Applicant shall be required to pay to TBSI, in addition to the shortfall, an amount of not more than JPY 10,000 to cover extra administrative expenses resulting therefrom.

■ Article 6 - Period of Use of Exhibition Space

The Exhibition Space may be used during the Fair period, which is from Tuesday, November 5 to Sunday, November 10, 2024, and during the period from the first day of delivery to the completion of removal to be notified by TBSI to the Applicant separately herefrom; provided, however, that the Applicant may lose the right to use the Exhibition Space before the last day of removal to be notified by TBSI, if TBSI considers that the Applicant has completed work to restore the space to the original conditions stipulated in Article 16 hereof.

■ Article 7 - Prohibition of Assignment of Exhibition Space

The Applicant may not pledge, hypothecate, assign or sublease all or any part of the Exhibition Space to any third party, whether for consideration or otherwise, nor may the Applicant swap the Exhibition Space with that of another Exhibitor, except to the extent that it may cause a co-exhibitor or represented company who has submitted a prior written notification to and obtained the permission from TBSI in advance to use or sublease a part of the Exhibition Space.

■ Article 8 - Cancellation or Modification of Exhibition Agreement

- (1) The Applicant may not cancel or modify the Exhibition Agreement, in principle, whether in whole or in part, except to the extent that the Applicant notifies TBSI of such intention in writing or otherwise and obtains its consent thereon, in which event, however, the Applicant shall be required to pay a penalty to TBSI in the amount set forth in the table below, according to the date on which TBSI receives notification in writing or otherwise from the Applicant.

Deadline	Cancellation fee
After the date on which 50% of the booth rental fee (first invoice) is due until the date on which the balance of the booth rental fee (second invoice) is due	50% of the booth rental fee (total amount inclusive of tax)
On or after the date on which the balance of the booth rental fee (second invoice) is due	100% of the booth rental fee (total amount inclusive of tax)
On or after the date on which the lump sum payment for the booth rental fee is due	100% of the booth rental fee (total amount inclusive of tax)

If any amount of the booth rental fee is already paid, all or part of the amount already paid shall be applied to the cancellation fee. Further, the amount of the cancellation fee to be paid when a part of the Exhibition Agreement is cancelled shall be calculated based upon the amount of the cancellation fee corresponding to the size of the exhibition area to be cancelled.

- (2) If the Applicant loses its status as a member of an organization, this shall constitute a modification of the agreement, and the status of the Applicant thereunder shall be changed to that of a "non-member." In this case, TBSI shall additionally charge the Applicant for the amount to cover the difference in the booth rental fee, and the Applicant shall pay such amount to TBSI.
- (3) If TBSI considers that any of the items set forth below has occurred with the Applicant, TBSI may cancel the Exhibition Agreement without any prior notice, in which case, TBSI shall not be required to return to the Applicant any amount of the booth rental fee already received, and TBSI shall not be held liable for any damage, etc. to the Applicant as a result thereof, and be entitled to demand compensation from the Applicant for damage, etc. If the Exhibition Agreement is cancelled during the period of the Fair, the Applicant must forthwith discontinue all actions relevant to participation in the Fair and restore the Exhibition Space to its original condition at its own expense as stipulated in Article 16 of this Agreement pursuant to instruction from TBSI:
 - i) If there is a risk that the Applicant may violate the purpose of the Fair;
 - ii) If there is a risk that the Applicant may disturb public order or offend good morals;
 - iii) If there is a risk that the Applicant may inconvenience other exhibitors;
 - iv) If there is a risk that the Applicant may cause damage to the building of the venue, or to the facilities or instruments installed thereat;
 - v) If the Applicant is found to be an organized crime group, a member of an organized crime group, a person or organization affiliated with an organized crime group, a corporate extortionist or a group engaging in criminal activities under the pretext of conducting social campaigns or political activities, etc. (hereinafter collectively referred to as the "Antisocial Forces");
 - vi) If any false statement is made in the application form to participate in the Fair;
 - vii) If any change is made to the contents of the exhibit but approval of TBSI is not obtained thereon;
 - viii) If the Applicant breaches any of the Provisions of the Exhibition Agreement or fails to comply with TBSI's instructions;
 - ix) If any of the foregoing items occur to the co-exhibitor or represented company of the Applicant;
 - x) If the Applicant commits any act that is not appropriate at the Fair; or
 - xi) If the Applicant is otherwise considered to hinder the management and operation of the Fair.

■ Article 9 - Change of Schedule and Cancellation of Fair

- (1) TBSI may change the dates, opening hours and size of the venue or cancel the Fair itself in the event of a natural disaster, a large-scale epidemic of an infectious disease, due to regulations or at the request of the government, an administrative agency or a public institution or an organization similar to the foregoing, if the land or building where the Fair is to be held becomes unsuitable, or due to other force majeure events beyond the control or responsibility of TBSI.
- (2) TBSI shall not be held liable for any damage that the Applicant may suffer as a result of the circumstances provided for in the preceding paragraph.
- (3) When the dates, opening hours or size of the venue are to be changed pursuant to the provision of Paragraph (1) above, TBSI shall be entitled to take necessary actions without securing the consent of the Applicant, and the Applicant may not terminate or modify the Exhibition Agreement because of the change that may be made.
- (4) If the Fair is to be canceled pursuant to Paragraph (1) above, TBSI shall return to the Applicant the booth rental fee already paid to TBSI after deducting therefrom the amount set forth in the table below as necessary expenses. If the Applicant has not paid the booth rental fee by the time a decision is made to cancel the Fair, the Applicant shall be obliged to pay to TBSI the applicable amount set forth in the table below.

Date of decision to cancel Fair	Necessary expenses deducted from the booth rental fee
By Thursday, February 29, 2024	0% of the booth rental fee (total amount inclusive of tax)
Between Friday, March 1 and Friday, May 31, 2024	10% of the booth rental fee (total amount inclusive of tax)
Between Saturday, June 1 and Monday, September 30, 2024	20% of the booth rental fee (total amount inclusive of tax)
Between Tuesday, October 1 and Monday, October 28, 2024	50% of the booth rental fee (total amount inclusive of tax)
On or after Tuesday, October 29, 2024	100% of the booth rental fee (total amount inclusive of tax)

■ Article 10 – TBSI’s Care and Exemption from Liability

- (1) During the period of the Fair as well as the period for delivery and removal of the exhibits, TBSI shall endeavor to manage and preserve the exhibits and the venue in general by exercising due care as a good manager. TBSI shall be entitled to request the Applicant to suspend or restrict delivery and removal of the exhibits or performing demonstrations or otherwise effect other measures as may be necessary for the smooth operation of the Fair, in which event, the Applicant shall be required to immediately effect such measures as may be requested by TBSI at its own cost.
- (2) If the Applicant fails to effect the necessary measures as set forth in the preceding paragraph, TBSI shall be able to effect such necessary measures on behalf of the Applicant, and the cost and expenses needed for such measures shall be borne by the Applicant. TBSI shall not be responsible for any damage that may be suffered by the Applicant as a result thereof.
- (3) TBSI shall not be held liable in any way if any of the Applicant’s exhibits, decor or other similar items are damaged or stolen if it results from a natural disaster, force majeure event, or for other reasons not attributable to TBSI.

■ Article 11 - Applicant's Duty of Care

- (1) The Applicant shall, by its own responsibility and at its own cost, exercise due care for the proper management of its exhibits, decor or such other items during the period of the Fair as well as the period for delivery and removal, and endeavor for a smooth operation of the Fair pursuant to the Provisions of the Exhibition Agreement during the course of delivery and removal and performance of demonstrations, etc.
- (2) The Applicant shall be liable, personally, or jointly and severally with its agent, for any damage that may be caused to TBSI or a third party due to an intentional act or negligence of itself or of its agent.
- (3) The provisions of the preceding two paragraphs shall apply mutatis mutandis to co-exhibitors and represented companies.
- (4) The Applicant shall be liable, jointly and severally with co-exhibitors or represented companies, as the case may be, with respect to the liabilities of co-exhibitors or represented companies under paragraph (2) of this Article, which applies mutatis mutandis pursuant to the immediately preceding paragraph, or under the preceding paragraph.

■ Article 12 - Exhibits

- (1) The Applicant may designate as its exhibits those articles that are shown in the "Outline" incorporated in the "Exhibition Guide" that TBSI establishes separately herefrom, and may exhibit only those articles that are approved by TBSI in advance.
- (2) If the Applicant exhibits an article in violation of the preceding paragraph, and TBSI requires the Applicant to immediately remove such article, the Applicant must immediately do so at the Applicant’s expense.
- (3) If the Applicant fails to remove the article immediately as required under the preceding paragraph, TBSI shall be entitled to take necessary measures on behalf of the Applicant, and the cost and expenses needed for such measures shall be borne by the Applicant. TBSI shall not be liable for any damage that may be caused to the Applicant as a result thereof.

■ Article 13 – Obligation to Pay Fees for Use of Facilities

- (1) When the Applicant finds it necessary to use the facilities and/or services provided by TBSI (hereinafter referred to as "Ancillary Facilities"), the Applicant must go through the formalities prescribed in the "Exhibitors' Manual" established by TBSI separately herefrom and pay the prescribed fees by the respective prescribed due dates.
- (2) If co-exhibitors or represented companies deems the Ancillary Facilities, the Applicant shall be responsible to go through any and all necessary formalities therefor and pay the fees that may be necessary in relation thereto.
- (3) If the Applicant is a member of an organization, the provisions of Article 4, paragraph 2 shall apply mutatis mutandis.

■ Article 14 – Execution of Decorative Work

- (1) Any decorative work must be executed by the Applicant by its own responsibility and at its own cost within the Exhibition Space.
- (2) When performing decorative work, the Applicant shall be required to abide by the relevant provisions of the "Exhibitors' Manual" established by TBSI separately herefrom.
- (3) If the Applicant executes any decorative work in violation of the preceding paragraph, TBSI may require the Applicant to immediately carry out such work as may be necessary to repair or rectify it at the Applicant’s expense. In such a case, the Applicant must immediately repair or rectify the relevant decoration.
- (4) If the Applicant fails to immediately repair or rectify the relevant decoration as required under the preceding paragraph, TBSI shall be entitled to repair or rectify it or take such other measures as TBSI may deem appropriate, and the cost and expenses therefor may be charged to the Applicant. TBSI shall not be liable for any damage to the Applicant that may result from this action.

■ Article 15 - On-the-Spot Inspections

- (1) When it is necessary for the reason of security, fire, or crime prevention, or otherwise necessary for the purpose of administration and operation of the venue, TBSI or its representative may, with proper prior notice to the Applicant, enter and inspect the Exhibition Space, and take any measures deemed appropriate by TBSI, in which event the Applicant shall be required to cooperate with TBSI in taking such appropriate measures.
- (2) When an appropriate measure must be taken emergently, it shall be deemed sufficient if TBSI gives an ex post facto report thereof to the Applicant.

■ Article 16 - Restoration to Original Conditions

- (1) The Applicant shall return the Exhibition Space to TBSI after removing all exhibits, decorations and all other fixtures and equipment set up by the Applicant within the Exhibition Space at its own expense and restore it to its original condition (hereinafter referred to as the "Restoration to Original Condition") by the expiration of the period of the right to use the Exhibition Space.
- (2) If the Applicant fails to restore the Exhibition Space to its original conditions pursuant to the preceding paragraph, it shall be deemed that the Applicant has relinquished its rights of ownership to any and all exhibits, decorations and all other articles left in the Exhibition Space, and TBSI can dispose of any such articles at its discretion and may charge the cost and expenses therefor to the Applicant. The Applicant may neither make any claim nor raise an objection toward TBSI in connection therewith.
- (3) In restoring the Exhibition Space to its original conditions, the Applicant may not request TBSI to purchase any of its exhibits, decorations or other articles, demand payment of compensation for removal, or make any other claim whatsoever to TBSI.

■ Article 17 - Prohibited Acts

The Applicant may not commit any of the following acts:

- i) Selling exhibits on site (excluding books and literature on the exhibits or articles otherwise approved by TBSI);
- ii) Displaying exhibits, performing decorative work, distributing catalogs or otherwise engaging in advertising activities outside the Exhibition Space within the building and site of the venue, except to the extent otherwise approved by TBSI in advance;
- iii) Engaging in any act that may cause inconvenience to other exhibitors, visitors or TBSI;
- iv) Engaging in any act that may cause damage to the building, facilities or site of the venue, including the Exhibition Space;
- v) Engaging in any acts that are prohibited under the Provisions of the Exhibition Agreement; and
- vi) Engaging in any other acts or actions that TBSI considers inappropriate.

■ Article 18 - Observance of Regulations

The Applicant shall be required to observe the Provisions of the Exhibition Agreement. TBSI may, under compelling circumstances, modify any of these regulations. The Applicant hereby agrees to such modifications in advance and shall be required to observe the regulations so modified pursuant thereto.

■ Article 19 - Handling of Personal Information

- (1) When the Applicant obtains personal information at the Fair, it must comply with the Act on the Protection of Personal Information and other applicable laws and regulations, and acquire, manage, and administer such information in an appropriate manner.
- (2) When using personal information, the purpose of use must be announced and notified in advance, and the relevant information must be used within the scope of purpose so announced or notified.
- (3) Any dispute that may arise with a third party in relation to the acquisition, management or administration of personal information shall be resolved at the responsibility of the Applicant.

■ Article 20 - Jurisdiction

Both parties hereto agree that the Tokyo District Court shall have jurisdiction for the first instance over any litigation that may arise between the parties in relation to the Exhibition Agreement. In the event of such proceedings, any and all provisions shall be interpreted on the basis of the Japanese language version and in accordance with the laws of Japan.

■ Article 21 - Status of Organizing and Supporting Organizations

Any acts that organizing or supporting organizations commit toward the Applicant with respect to the payment and receipt of the booth rental fee provided for in the Provisions of the Exhibition Agreement (Article 4, paragraph 2) or other matters that TBSI entrusts with the organization in relation to holding of the Fair shall be deemed as the acts of TBSI, and the acts that the Applicant commits toward the organization in relation thereto shall be deemed as acts committed toward TBSI.

■ Other Matters

Article 22. The Applicant cannot request TBSI to issue invitation guarantee letters or such other documents that may be necessary for the Applicant to have visas issued.

Article 23. – Any matters not provided for in the Provisions of the Exhibition Agreement shall be handled in accordance with the provisions of rules and regulations established by TBSI separately herefrom. Other matters not provided for herein or therein and any matters concerning ambiguities found shall be treated as determined by TBSI and notified to the Applicant.