

Provisions of Exhibition Agreement for JIMTOF 2022

In conjunction with participation in JIMTOF 2022 (The 31st JAPAN INTERNATIONAL MACHINE TOOL FAIR) to be held from November 8 to 13, 2022 (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 Exhibition Agreement," "General Regulations" as well as "Exhibitors' Manual" and such other rules and regulations that TBSI establishes and provides to the Applicant (hereinafter collectively referred to as the "Provisions of Exhibition Agreement, Etc.>").

Article 1. - Application for Exhibition and Agreement

The application for participation in the exhibition and execution of the agreement therefor shall take effect when the Applicant submits the prescribed application 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 applied for by the Applicant at the time of the prescribed application procedures and notified to the Applicant by TBSI with the official acknowledgement of participation in the exhibition, and the location(s) of the exhibition booth(s) shall be determined by TBSI through booth allocation. 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 exhibition has been accepted. The agreement shall be deemed concluded when TBSI sends the official acknowledgement of participation in the exhibition to the Applicant, 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 a half 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 the amounts to the bank account indicated on the invoices by the due dates designated in the respective invoices. However, TBSI may invoice the whole amount of the booth rental fee at a time if it is necessary to do so.
- (2) If the Applicant is a member of the organization and the organization itself charges and accepts the booth rental fee to and from 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 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 the participation in the exhibition (such as remittance charge, foreign exchange commission and commission to make and remit payment in Japanese yen, correspondent bank charge and inward remittance charge) 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 amount of insufficiency, an amount of not more than JPY 10,000 to cover the extra expenses of the administrative procedures resulting therefrom.

Article 6 - Period of Use of Exhibition Space

The Exhibition Space may be used during the fair period, which is from November 8 to 13, 2022, 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 Applicant may lose its right to use the Exhibition Space even before the last day of removal to be notified by TBSI if TBSI considers that the Applicant has completed the work of restoration 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 it swap it with the Exhibition Space 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, with the day on which TBSI receives the notification in writing or otherwise from the Applicant as reference.

Deadline	Cancellation fee
After the due date of payment of the half amount of the booth rental fee (first invoice) but not after the due date of payment of the balance of the booth rental fee (second invoice)	50% of the booth rental fee (total amount inclusive of the tax)
After the due date of payment of the balance of the booth rental fee (second invoice)	100% of the booth rental fee (total amount inclusive of the tax)
After the due date of payment of the booth rental fee to be made in a lump	100% of the booth rental fee (total amount inclusive of the tax)

If any amount of the booth rental fee is already paid, the whole or a part of such amount already paid shall be appropriated 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 attributable to the size of the exhibition area to be cancelled.

- (2) If the Applicant loses the qualification as a member of the organization, it shall constitute a modification of the agreement, and the status of the Applicant thereunder shall be changed to "non-member." In this case, TBSI shall additionally charge to the Applicant the amount to cover the difference arising 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 to 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. that may be suffered by the Applicant as a result thereof, and be entitled to demand the Applicant to compensate the damage, etc. suffered by it. If the Exhibition Agreement is cancelled during the period of the Fair, the Applicant must forthwith discontinue all actions relevant to the participation in the exhibition and restore the Exhibition Space to its original condition at the expense of the Applicant as stipulated in Article 16 of this Agreement pursuant to the instruction of TBSI:
 - i) If the Applicant is likely to defeat the purpose of holding the Fair;
 - ii) If the Applicant is likely to disturb the public order or offend the good morals;
 - iii) If the Applicant is likely to cause inconvenience to other exhibitors;
 - iv) If the Applicant is likely to 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 form of application to participate in the exhibition;
 - vii) If any change is made to the contents of the exhibition but approval of TBSI is not obtained thereon;
 - viii) If the Applicant breaches any of the Provisions of Exhibition Agreement, Etc. or fails to comply with TBSI's instructions;
 - ix) If any of the foregoing items occurs 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 cause a hindrance to 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 on the grounds of Acts of God, a large-scale epidemic of an infectious disease, regulations or a request of the government, an administrative agency or a public institution or an organization similar to the foregoing, the land or building where the Fair is to be held becoming unfit to hold it or any other force majeure or event not attributable to the 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 is to be changed pursuant to the provision of Paragraph (1) above, TBSI shall be entitled to take necessary actions without securing consent of the Applicant, and the Applicant may not terminate or modify the Exhibition Agreement for the reason 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 by then after deducting therefrom the amount set forth in the table below as the necessary expenses. If the Applicant has not paid any amount of the booth rental fee by the time the cancellation of the Fair is decided, it shall be obliged to pay to TBSI the applicable amount set forth in the table below:

Cancellation determined	Amount of necessary expenses to be deducted from the booth rental fee
By February 28, 2022	0% of the booth rental fee (total amount inclusive of the tax)
During the period from March 1 to May 31, 2022	10% of the booth rental fee (total amount inclusive of the tax)
During the period from June 1 to September 30, 2022	20% of the booth rental fee (total amount inclusive of the tax)
During the period from October 1 to 31, 2022	50% of the booth rental fee (total amount inclusive of the tax)
On or after November 1, 2022	100% of the booth rental fee (total amount inclusive of the 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 must endeavor for a smooth operation of the Fair by exercising its due care of a good manager for the management and maintenance of the exhibits and the venue in general. 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 a 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 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 even if any exhibit or decoration or other similar items of the Applicant is damaged or stolen if it resulted from Acts of God or event of force majeure or such other reasons not attributable to TBSI.

Article 11 - Applicant's Duty of Care

- (1) The Applicant shall, on its own responsibility and at its cost, exercise its due care for the proper management of its exhibits, decoration and 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 Exhibition Agreement, Etc. 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 a co-exhibitor and represented company.
- (4) The Applicant shall be liable, jointly and severally with the co-exhibitor or represented company, as the case may be, with respect to the liabilities of the co-exhibitor or represented company under Paragraphs (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 "Guide to Exhibition" 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 the "Ancillary Facilities"), it 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 the co-exhibitor or represented company deeds 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 the organization, the provision 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 on its own responsibility and at its own cost within the Exhibition Space.
- (2) When executing 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 it 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 that may be caused to the Applicant.

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 Condition

- (1) The Applicant shall return the Exhibition Space to TBSI after removing all exhibits, decoration and all other fixtures and equipment set up by the Applicant within the Exhibition Space at its own expense and restoring 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 carry out the Restoration to Original Condition pursuant to the preceding paragraph, it shall be deemed that the Applicant has relinquished its rights of ownership to any and all exhibits, decoration 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 carrying out the Restoration to Original Condition of the Exhibition Space, the Applicant may not request TBSI to purchase any of its exhibits, decoration 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 to any of the following acts:

- To sell exhibits on the spot (excluding books and literature on the exhibits or the articles otherwise approved by TBSI);
- To display exhibits, execute decorative work, distribute catalogs or otherwise engage 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;
- To engage in any act that may cause inconvenience to other exhibitors, visitors or TBSI;
- To engage in any act that may cause damage to the building, facilities or site of the venue, including the Exhibition Space;
- To engage in an act that is prohibited under the Provisions of Exhibition Agreement, Etc.; and
- To engage 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 Exhibition Agreement, Etc. TBSI may, under compelling circumstances, modify any of these regulations. The Applicant hereby agrees to such modification 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 any 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 the personal information, the purpose of the 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 be given rise to with a third party in relation to acquisition, management or administration of the personal information shall be solved 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 litigations 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 the Hosting and Supporting Organizations

Any acts that the hosting or supporting organization commits toward the Applicant with respect to the payment and receipt of the booth rental fee provided for in the Provisions of 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 Application 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 in order to have its visas issued.

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

