

# The Provision of JIMTOF 2020 Online Exhibition Agreement

Tokyo Big Sight Inc. (hereinafter referred to as “TBSI”) and the exhibition applicant (hereinafter referred to as the “Applicant”) for JIMTOF 2020 Online (hereinafter referred to as the “Fair”) observe this The Provision of JIMTOF 2020 Online Exhibition Agreement, “General Regulations,” and other regulations stipulated and offered by TBSI to the Applicant (hereinafter referred to as the “The Provision of Exhibition Agreement and other regulations.”) in exhibiting at the Fair to be held from November 16, 2020, 10:00 a.m. (JST) to November 27, 2020, 5:00 p.m. (JST) (archive period is from November 27, 2020, 5:00 p.m. (JST) to December 11, 2020, 5:00 p.m. (JST)).

■ Article 1 – Exhibition Application and Agreement

The Applicant shall file the prescribed application with TBSI, and the applications for exhibition and agreement shall take effect upon TBSI's receipt thereof.

■ Article 2 - Exhibition Agreement and Exhibition fees

1. TBSI shall notify the Applicant to the effect that TBSI accepted the application for exhibition. The agreement shall be formed at the time when TBSI notifies the Applicant by an email or other ways to that effect.
2. TBSI shall charge the Applicant the exhibition fee based on the exhibition plan. The Applicant must pay the exhibition fee charged by TBSI by remittance to the designated bank account by the due date stated on the invoice.
3. If the Applicant fails to pay the exhibition fee referred to in the preceding Paragraph by the prescribed due date and fails to respond to a demand from TBSI, TBSI shall deem the applications for the exhibition and the exhibition agreement be cancelled. In this case, the Applicant shall pay TBSI 100% of the exhibition fees as a cancellation fee.

■ Article 3 - Exhibition Plan

TBSI shall adjust the publication layout of exhibit content based on the exhibition plans that the Exhibitor selects at the time of

filing the prescribed exhibition application. The Applicant may not raise any objection against TBSI about the publication layout of exhibit content or request change thereof. The fees for each exhibition plan and service content included in the exhibition plan shall be as per the Attachment “General Regulations.”

■ Article 4 - Any Charges, Fees and Commissions

All charges (such as remittance charges, yen exchange charge, lifting charge, correspondent bank charge, and inward remittance charges, etc.) related to the payment of fees for the exhibition shall be borne by the Applicant. If there is a shortage in payment, the Applicant must pay TBSI, in addition to such shortage, actual costs necessary for clerical procedures up to JPY10,000.

■ Article 5 - Cancellation or Modification of Exhibition Agreement

1. The Applicant may not cancel or modify the exhibition agreement unless the Applicant notifies TBSI to that effect in writing or by any other means and obtains TBSI's approval.
2. If TBSI approves the cancellation of the exhibition agreement from the Applicant pursuant to the preceding Paragraph, the Applicant must pay a cancellation fee as follows. Further, if the exhibition fee is reduced due to a change in the plan, the difference shall not be refunded.

Due date	Cancellation fee
After the formation of agreement to October 31, 2020:	50% of the exhibition fee
On and after November 1, 2020:	100% of the exhibition fee

3. If TBSI determines that the Applicant falls under any of the following items, TBSI may cancel or modify the exhibition agreement without any prior notification. In this case, TBSI shall not refund any amount of fees already received. Further, TBSI shall not be liable for any damage which may be incurred by the Applicant arising therefrom:
  - 1) If the Applicant is likely to contradict the purpose of holding the Fair;
  - 2) If the Applicant is likely to disturb public order or offend good morals;

- 3) If the Applicant is likely to cause inconvenience to other exhibitors;
- 4) If the Applicant is likely to cause damage to the system which is to be the site (the official site);
- 5) If the Applicant is found to be a crime syndicate, a member of a crime syndicate, an affiliate of a crime syndicate, a corporation affiliated with a crime syndicate, a corporate extortionist, a racketeer acting as if advocating legitimate social causes, etc. (collectively referred to as "antisocial forces");
- 6) If the Applicant makes any misrepresentation in the application form for the fair;
- 7) If TBSI withholds its consent to any change in the Applicant's statements included in the application form for the fair;
- 8) If the Applicant breaches The Provision of Exhibition Agreement and other regulations or otherwise fails to comply with TBSI's instructions;
- 9) If the Applicant conducts any act inappropriate for the Fair; or
- 10) If there is otherwise deemed to be a hindrance to the management and operation of the Fair.

■ Article 6 - Change of Schedule and Cancellation of Fair

1. TBSI may cancel holding the Fair or change the dates, times and the site (the official site) of the Fair due to any cause not attributable to its fault such as natural disasters, other acts of God, wide-area communication failure, or functional failure as a result of hacking, cracking, etc. by a third party.
2. In the event of any change to the dates, times and the site (the official site) of the Fair under the preceding Paragraph, TBSI may take necessary measures without obtaining the Applicant's consent. The Applicant may not cancel or modify the exhibition agreement by reason of such change.
3. In the event of cancellation of the Fair under the Paragraph 1, TBSI may cancel the exhibition agreement without obtaining the Applicant's consent.
4. TBSI shall not be liable for any damage which may be incurred by the Applicant under Paragraphs 2 and 3.
5. In the event of cancellation of the Fair under the Paragraph

- 1, TBSI shall refund the exhibition fee to the Applicant after subtracting costs for preparing the Fair incurred up to the determination of cancellation; provided, however, that in the event of any change to the dates, times and the site (the official site) of the Fair due to any reason under Paragraph 1, TBSI shall not refund the exhibition fee.

■ Article 7 - TBSI's Management and Exemption from Liability

1. TBSI must exercise its due care for the management and maintenance of the entire site including exhibit content during the fair period, and thereby endeavor to achieve smooth operation of the Fair. In order to operate the Fair smoothly, TBSI may request the Applicant to take necessary measures. In this cases, the Applicant must immediately take measures requested by TBSI at the Applicant's responsibility.
2. If the Applicant fails to take such measures under the preceding Paragraph, TBSI may take necessary measures on behalf of the Applicant. Costs required therefor shall be borne by the Applicant. TBSI shall not be liable for any damage, etc. which may be incurred by the Applicant arising therefrom.
3. TBSI shall not be liable for any damage, etc. which may be caused to the Applicant's exhibit content, equipment, data, opportunity loss, etc. due to any cause not attributable to its fault such as natural disasters, other acts of God, wide-area communication failure, or functional failure as a result of hacking, cracking, etc. by a third party.

■ Article 8 - Applicant's Responsibility for Management

1. TBSI shall issue to the Applicant a login user ID for the system for uploading materials and the Applicant shall set a password. The Applicant shall use such system, submit and manage the exhibit content in accordance with The Provision of Exhibition Agreement and other regulations, and thereby endeavor to achieve smooth operation of the Fair.
2. The Applicant shall be jointly and severally liable for any damage incurred by TBSI or any third parties due to an

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intentional act or negligence of the Applicant itself or its agent or co-exhibitors.

3. The Applicant may not disclose, lend to or share with any third party who has not filed an exhibition application its login user ID and password, except for the Applicant's agent to whom the Applicant entrusts business. The Applicant shall strictly manage its login user ID and password at its responsibility to prevent the leakage thereof to any third parties. If its login user ID and password is leaked to any third party, the Applicant shall immediately notify TBSI to that effect.

4. The Applicant shall back up exhibit content data, etc. at its responsibility.

5. The Applicant shall endeavor to promptly respond to requests from TBSI and inquiries from visitors during the Fair period.

## ■ Article 9 - Exhibit Content

1. The Applicant may designate the following exhibits determined by TBSI as items to be exhibited, and exhibit content approved by TBSI in advance only:

Machine tools (Metal cutting, Metal forming) / Machine tool accessories / Tools for machines (Cutting tool & wear-resistant tool) / Diamond, CBN tools / Grinding wheels and abrasives / Gears and Gear Devices / Oil hydraulic, water hydraulic and pneumatic machinery / Precision measuring machines and instruments / Optical measuring instruments/ Testing machinery / Controller and related software (CAD/CAM etc.) / Other associated machinery and equipment, raw materials, technologies and publications

2. If the Applicant exhibits any content in violation of the preceding Paragraph and TBSI requires the Exhibitor to remove it immediately, the Applicant must remove such exhibit content immediately.

3. If the Applicant fails to immediately remove the same under the preceding Paragraph, TBSI may take necessary measures on behalf of the Applicant. Costs required therefor shall be borne by the Applicant. TBSI shall not be liable for any damage, etc. which may be incurred by the Applicant arising therefrom.

## ■ Article 10 - Obligation to Pay for Option Menu

1. If the Applicant finds it necessary to use option menu provided by TBSI, the Applicant must go through the formalities prescribed in the regulations separately established by TBSI and pay the prescribed fees by the prescribed due date.

2. Even in the cases under the preceding Paragraph, each provision related to the Exhibition Agreement shall apply mutatis mutandis.

## ■ Article 11 - Repair and Maintenance

1. If it is necessary for administration and operation, TBSI or its agent may temporarily cease to publish exhibit content after giving prior notice to the Applicant in order to repair and maintain the system. In this case, the Applicant must cooperate with TBSI in such measures.

2. If it is necessary to urgently deal with the situation, TBSI's ex post facto report shall suffice.

## ■ Article 12 - Handling after the Close of Fair

TBSI shall delete all exhibition content published on the official site after the close of the Fair; provided, however, that TBSI may use the Applicant's company name, trademarks, exhibition content and capture of the Exhibition, etc. free of charge without the Applicant's consent in order to display the notice of holding the Fair, the report of holding the Fair, transaction results and other contents to third parties.

## ■ Article 13 - Prohibited Acts

1. The Applicant may not conduct any of the following acts:  
(1) to assign or sublet all or any part of its position and rights as an exhibitor;  
(2) to provide any goods or services for a fee at the Fair, and to exhibit the same for that purpose, excluding those approved by TBSI;  
(3) to attempt unauthorized access to TBSI's network or system, or an act which causes damage to the site (the official site);  
(4) an act prohibited in The Provision of Exhibition Agreement and other regulations.; or

(5) other acts determined by TBSI to be inappropriate.

## ■ Article 14 - Observance of Regulations

The Applicant must observe The Provision of Exhibition Agreement and other regulations. TBSI may, under compelling circumstances, modify various regulations. The Applicant must agree to such modification beforehand and observe the modified regulations.

## ■ Article 15 - Confidentiality

The Applicant shall strictly manage and store all confidential trade or business information learned from exhibition at the Fair, and shall not disclose or divulge the same to any third party without TBSI's prior written consent during the preparation and the Fair period as well as after the close of the Fair.

## ■ Article 16 - Handling of Personal Information

1. If the Applicant obtains personal information at the Fair, it must appropriately obtain, manage, and operate the same in compliance with the Act on the Protection of Personal Information and related laws and regulations of Japan.  
2. In using personal information, the Applicant must publish and notify the purpose thereof in advance and use the same within that scope.  
3. Any dispute arising with a third party in the Applicant's obtaining, managing, operating and using personal information shall be settled at the Applicant's responsibility.

## ■ Article 17 - Rights, Attribution, and Copyrights

The copyrights of content produced and provided by TBSI at the Fair shall belong to TBSI or individual right owners. The Applicant may not reproduce or divert the same to any other purpose without permission except to the extent permitted under the Copyright Act.

## ■ Article 18 - Court of Jurisdiction

Both parties shall agree that the Tokyo District Court has jurisdiction over any litigation between the parties arising from

this "The Provision of JIMTOF2020 Online Exhibition Agreement." In this case, all of the regulations shall be interpreted in accordance with the Japanese language version of this "The Provision of JIMTOF2020 Online Exhibition Agreement" and the laws and regulations of Japan.

## ■ Article 19. - Visa Guarantor / Letter of Invitation

The Applicant may not request TBSI to issue documents necessary for the issuance of a visa, such as invitation guarantee letters.

## ■ Article 20 - Deliberation

Matters not stipulated in The Provision of Exhibition Agreement shall be governed by other regulations separately established by TBSI. Any other matters not stipulated or ambiguities found shall be as determined by TBSI and notified to the Applicant.