

## TERMS AND CONDITIONS

### 1. TERMS OF REFERENCE

In these Terms and Conditions the following definitions shall apply:

"Application Form" shall mean the application form overlaid. "Contract" shall mean the contract established between the Exhibitor and the Organisers upon the Organisers accepting the offer of the Exhibitor to participate, upon these Terms and Conditions and the Application Form, in the Exhibition. "Exhibition" shall mean the exhibition stated on the Application Form. "Exhibition Centre" shall mean the centre named in the Application Form or such other venue as may be selected by the Organisers under clause 4. "Exhibition Centre Operator" shall mean the owner/proprietor/operator/manager for the time being of the Exhibition Centre. "Exhibition Space" shall mean any space in the Exhibition Centre licensed to the Exhibitor by the Organisers for the purpose of the Exhibition under these Terms and Conditions and shall include shell (ready stand) spaces and nonshell (raw) spaces. "Exhibition's Official Directory" shall mean the official directory of the Exhibition published by the Organisers or an associated company.

"Exhibitor" shall include the person described as such in the Application Form and all employees and agents of such person and shall also include permitted sub-licensees of the Exhibitor.

"Exhibitor's Manual" shall mean the manual supplied by the Organisers to the Exhibitor which contains information relating to the Exhibition and the Exhibition Space and other matters (as amended from time to time).

"Fees" shall mean the amount payable for the use of the Exhibition Space (as specified in the Application Form).

"Organisers" shall mean the person or persons named as the organiser(s) of the Exhibition on the Application Form.

"Representatives" shall mean the employees, servants, agents, contractors, subcontractors and all other representatives of the Exhibitor. "Rules and Regulations" shall mean the rules and regulations for the time being applicable to, amongst others, exhibitors at the Exhibition Centre made by the Exhibition Centre Operator.

### 2. RULES AND REGULATIONS AND EXHIBITOR'S MANUAL

The Exhibitor shall, and shall procure that its Representatives shall, to the extent appropriate, observe and comply with the Rules and Regulations, copies of which are obtainable from the Organisers on request.

The Exhibitor shall, and shall procure that its Representatives shall, observe and comply with the Exhibitor's Manual.

### 3. APPLICATION FOR PARTICIPATION

All applications for participation shall be made on the Application Form which shall be submitted to the Organisers accompanied by the deposit for the rental of the Exhibition Space as stated in Part 1 of the Schedule. The Organisers reserve the right to accept or refuse any application without giving any reason. If the Organisers accept an application for participation otherwise than on the Application Form, such acceptance shall nevertheless be upon and subject to these Terms and Conditions and the Exhibitor shall, if required by the Organisers, complete and submit an Application Form.

The Exhibitor shall co-operate with the Organisers to provide them with any reasonable information which they require about it. An Exhibitor cancelling or reducing his space reserved shall not receive any refund.

### 4. LICENSING AND ALLOCATION OF EXHIBITION SPACE

The Exhibition Space is licensed to the Exhibitor only. The Exhibitor is not permitted to sub-license the Exhibition Space allocated to it, either wholly or in part, or otherwise part with or share possession of all or any part of the Exhibition Space without the prior written consent of the Organisers. The Exhibitor shall ensure that any such authorised sub-licensees comply with this Contract and the Exhibitor's Manual and shall be responsible for any default of such sub-licensees and shall indemnify the Organisers in accordance with clause 12. The Organiser reserves the right to cancel the participation once booth sub-letting is occurred. The Organisers may allocate the Exhibition Space in any manner as they deem fit but may take into account such factors as the order of applications received and the nature of the Exhibitor's business. The Organisers reserve the right at their sole discretion to change the venue for the Exhibition, the opening hours of the Exhibition, the term of duration of the Exhibition, and/or the date or dates on which the Exhibition is to be held, to change the Exhibition Space allocated to the Exhibitor, to alter the size and dimensions of the Exhibition Space from that for which applications are made in the Application Form, to change or close entrances and exits and access to the Exhibition Space and to undertake any kind of alterations. In the event that the Organisers change the date or dates on which the Exhibition is to be held, the Organisers will provide the Exhibitor with notice of that change as soon as practicable.

Shell stands are all erected according to a standard pattern. No variation of the standard fascia and lettering will be permitted. Exhibits and displays should not exceed the height of the stand walls unless written permission has been received from the Organisers. It is recommended that all design proposals be submitted to the Organisers for approval.

An Exhibitor who is allocated shell space will be provided with stand services as per the schedule in the Exhibitor's Manual. Plans, drawings and design proposals for non-shell spaces must be submitted and approved according to the Rules and Regulations. These plans, in triplicate, must be submitted to the Organisers for approval not later than the time specified by the Organisers in the Exhibitor's Manual. The Organisers reserve the right at any time to order the alteration or removal of any stand which differs from the approved specifications or which does not conform to the Rules and Regulations. The costs of such alteration and removal shall be entirely borne by the Exhibitor and any sums of money which may have been paid by the Exhibitors for rent and charges shall not be refunded.

### 5. EXHIBITS

Movements of exhibits in and out of the Exhibition Centre will be controlled by the official contractors nominated for the Exhibition. No exhibit will be allowed into or out of the Exhibition Centre without an official delivery order or clearance document. The Exhibitor shall at its own cost make its own arrangements for transportation of exhibits to and from the Exhibition Centre including, without limitation, arranging for all necessary customs clearances and for storage of exhibits and packaging materials. Display of any working or moving exhibits must have the prior written approval of the Organisers. Precautionary measures such as the provision of guards or other means of protection must be taken by the Exhibitor to protect the public from such moving or working exhibits. Moving or working exhibits shall only be demonstrated or operated by persons authorised by the Exhibitor and shall not be left running in the absence of such persons.

All exhibits and stand furnishings must be confined to the Exhibition Space. The Exhibitor shall not store or permit to be stored any hazardous goods (as specified by the relevant authorities in Japan) in the Exhibition Space. Advertising literature should be distributed from the Exhibitor's own stand(s) only. No business activity shall be conducted by the Exhibitor and/or his staff outside the allocated booth area. No advertising or canvassing for business may take place anywhere else in the Exhibition Hall.

The Organisers reserve the right to remove at the Exhibitor's expense any exhibits or publicity material not produced by the Exhibitor or its associated companies or which are not as specified on the Application Form.

At such time after the close of the Exhibition as the Organisers may specify, or on sooner termination of this Contract, all exhibits shall be removed and cleared from the Exhibition Space and vacant possession of the Exhibition Space shall be deemed to have been given to the Organisers in as good and clean order and condition as it was when initially licensed to the Exhibitor.

Any property remaining after the last day designated by the Organisers for material to be removed may be sold or otherwise disposed of by the Organisers at the Exhibitor's expense. No property may be removed from the Exhibition before the Exhibition ends.

### 6. TERMS OF PAYMENT

Participation by the Exhibitor in the Exhibition is dependent on payment of the Fees by the date(s) stipulated in Part 2 of the Schedule.

### 7. CONDUCT IN THE EXHIBITION CENTRE

During the term of the Exhibition and for so long as the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition the Exhibitor shall be responsible for the good conduct of its Representatives who shall be bound by and must observe these Terms and Conditions in all respects.

Exhibitors and their Representatives shall not do, or permit anything to be done, which in the reasonable opinion of the Organisers shall cause or is likely to cause a disturbance, nuisance, annoyance, inconvenience, disruption, damage, danger or risk to any person or thing, or to the health or safety thereof, or which does not conform with the general standards of the Exhibition or amounts or may amount to a breach of these Terms and Conditions.

The Exhibitor shall (and shall procure that its Representatives shall) at all times act so as to avoid putting the Organisers in breach of the licence (as amended from time to time) under which they hold the Exhibition Centre or the relevant part of it. It is expressly prohibited for the Exhibitor or its Representatives to record images of any other exhibitor's exhibition space or exhibits in any form ("Images")

without the prior written consent of the Organisers. Such prohibition includes, but is not limited to, the taking of photographs, video recording of any type and/or making any drawing or sketch. The Exhibitor and its Representatives agree to surrender to the Organisers on demand any material in whatever media on which the Images may be recorded in violation of this rule, including but not limited to film, video tapes and sketchbooks.

The Exhibitor and its Representatives must wear the identification badges specified by the Organisers at all times in the Exhibition Centre. Persons under the age of 18 are not allowed to be booth attendants nor may they enter the Exhibition Hall during the Exhibition and the moving in periods.

The Exhibitor may not alter or in any way affect the structure or fixtures of the Exhibition Centre. The Exhibitor will pay the costs of making good any damage caused to the Exhibition Centre or fixtures by it and/or its Representatives.

The Organisers reserve the right to refuse admittance to the Exhibitor and/or any of the Exhibitor's Representatives or to require the Exhibitor and/or any such Representative to leave if in their opinion his or her behaviour is in breach of these rules and regulations or of any rules and regulations of the Exhibition Centre. The opinion of the Organisers is final in this regard.

### 8. OTHER OBLIGATIONS

Exhibitor agrees to observe and comply with the requirements set out in the Exhibitor's Manual.

Each of the Organisers and the Exhibitor undertakes to the other that it shall use all reasonable endeavours to ensure that all information, written or oral or in any other form, of whatever nature received by it relating to the other shall (save to the extent it is in the public domain) be treated as confidential and shall not be used or disclosed to any third party except in connection with the participation in the Exhibition of the Exhibitor under this Contract or as may be required by law, by any competent regulatory authority or by the Exhibition Centre Operator. Notwithstanding the above the Exhibitor agrees that the personal data provided by it in connection with its participation or proposed participation in the Exhibition may be included on the Exhibition database, included in the Exhibition's Official Directory, used in communications with the Exhibitor and otherwise used by the Organisers and associated companies (or their successors or potential successors in business), whether located in Japan or otherwise, or passed on to third parties for promotion purposes. Any requests for access to or correction of the data can be made to CMP Business Media, Kanda 91 Bldg., 1-8-3 Kajicho, Chiyoda-ku Tokyo 101-0044, Japan. A fee may be charged by the Organisers or a relevant associated company for complying with access requests.

### 9. INSURANCE

The Exhibitor agrees to observe and comply with the requirements set out in the Exhibitor's Manual concerning insurance. The Exhibitor must have in existence prior to its seeking access to the Exhibition Centre and at all times during the term of the Exhibition, and for so long as the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition, a valid insurance policy satisfactory to the Organisers in respect of its and its Representatives' participation in the Exhibition, its Exhibition Space and its exhibits at the Exhibition Centre covering such risks and in such minimum amount(s) as are set out in the Exhibitor's Manual.

The Exhibitor must have, at all times, valid and adequate insurance cover against theft, fire, public liability, damage to property, personal injury, third party loss, accidents, natural calamities, acts of God and such other risks normally insured against by Exhibitors and/or as the Organiser may require, in connection with, in particular, the Exhibitor's property and its activities during the exhibition (including the moving in and moving out periods).

The Organiser shall not be liable for any losses (including consequential losses), damages, demands, costs, claims, charges or other expenses of any kind suffered or incurred by the Exhibitor or any other person arising in connection with the Exhibition including, without limitation, any theft, fire, defect in the Exhibition Centre whatsoever caused, cancellation or early closure of, or delay in the opening or closing of, the Exhibition for whatever reason outside the control of the Organiser, any matter referred to in the paragraph 3 & 4 of these terms, rules and regulations, any natural calamity or any act of God, whatsoever arising. The Exhibitor shall be liable to any third party for, inter alia, any claims, injury or damage arising from its booths and its portion of the shell scheme.

The Organisers shall be entitled to inspect any such insurance policy and receipts for premium at any time.

The Exhibitor shall inform and/or accept the risk of any change to the venue, opening hours, the duration and/or the date or dates of the Exhibition pursuant to clause 4 or any postponement or cancellation of, or other change to, the Exhibition under clause 10.

### 10. POSTPONEMENT AND CANCELLATION

In addition to the Organisers' rights under clause 4, the Organisers may cancel the Exhibition, or at their election, postpone, change the venue or otherwise make changes to the Exhibition, if in the reasonable opinion of the Organisers the holding of the Exhibition by the Organisers, the performance of the Organisers' of their obligations or attendance at the Exhibition by exhibitors and/or visitors, is impossible, illegal or substantially or materially interfered with, due to any cause or causes beyond the control of the Organisers including, without limitation, any of the following: act of God, governmental act, war, earthquake, fire, flood, explosion, civil commotion, armed hostilities, act of terrorism, revolution, blockade, embargo, strike, lock-out, riot, industrial or trade dispute, adverse weather, disease, risk to public health, accident to or breakdown of plant or machinery, shortage of any material, labour, transport, electricity or other supply, regulatory intervention, general advisory or recommendation of any government (including any government agency or department), regulatory authority or international agency, against travel, exhibitions and/or public gatherings, or the Exhibition Centre becomes unavailable and/or unfit for occupancy and/or use.

### 11. TERMINATION

This Contract may be terminated by the Organisers by notice to the Exhibitor upon the occurrence of any of the following events:

- (1) the Exhibition is cancelled under clause 10 above;
- (2) the Organisers are not satisfied that proper use is being made of the Exhibition Space during the installation period or at any time during the term of the Exhibition or at any other time when the Exhibitor or any of its Representatives or exhibits is in the Exhibition Centre in connection with the Exhibition;
- (3) payment of Fees is not made by the Exhibitor in accordance with Clause 6;
- (4) the Exhibitor is, for any reason, unable to utilise the Exhibition Space allocated to it;
- (5) the Exhibitor becomes insolvent or, in any jurisdiction, enters into or takes or is subject to any form of winding up, administration, receivership, liquidation, bankruptcy, arrangement with creditors generally or any other insolvency procedure in respect of it or any of its assets, or suffers the enforcement of security or legal process or repossession;
- (6) the Exhibitor is convicted of any criminal offence or otherwise so conducts itself as to bring itself, the Exhibitor or the Organiser into disrepute;
- (7) the Exhibitor is in breach of any provision of this Contract or the Exhibitor's Manual; or
- (8) the Exhibitor is in breach of any applicable local legislation, rules or regulations.

Upon termination of this Contract for whatever reason, any allocation of the Exhibition Space shall automatically be cancelled forthwith.

If this Contract is terminated under any of subclauses 11(2) to 11(8) above the Organisers shall be entitled forthwith to re-licence the Exhibition Space, all payments made in respect of the Exhibition Space shall be forfeited and the Organisers shall have the right to claim for the balance of the Fees or the Cancellation Charge stipulated in Part 3 of the Schedule, whichever sum is larger, and for any loss or damage suffered or additional expenses incurred by or on behalf of the Organisers as a consequence thereof.

Upon termination of this Contract for whatever reason, all of the Exhibitor's property shall be removed by the Exhibitor from the Exhibition Space immediately failing which such property shall be removed and the Exhibition Space cleared by the Organisers at the Exhibitor's expense. The Organisers reserve the right to exercise a general lien over any property of the Exhibitor in the Exhibition Centre in respect of all monies, of whatsoever nature, including in respect of claims for damages, which may at any time be due or payable by the Exhibitor to the Organisers in connection with the Exhibition. Obligations of the Exhibitor which are unperformed at termination of the Contract shall continue in force after termination.

### 12. LIABILITY AND REFUNDS

**(PLEASE REVIEW THIS CLAUSE 12 CAREFULLY)**

Participation by the Exhibitor in the Exhibition is solely at the Exhibitor's own risk. The Exhibitor agrees to indemnify and hold the Organisers harmless, on demand, against all claims, liabilities, losses, suits, proceedings, damages, judgments, expenses, costs (including legal fees) and charges of any kind whatsoever incurred by or on behalf of or made against the Organisers arising out of any breach of any of this Contract or the Exhibitor's Manual or any other default or negligence of, or any damage caused by, the Exhibitor and/or any of its Representatives.

All exhibits are brought, displayed at and removed from the Exhibition Centre at the Exhibitor's own risk and shall be safeguarded by the Exhibitor at all times.

The Organisers accept no responsibility and shall not incur any liability to the Exhibitor or any other person for (a) any error or omission in any information relating to it, its equipment, products or services in any promotional material, information or thing provided to the Organisers or any other person by the Exhibitor, (b) any error or omission relating to it, its equipment, products or services in the Exhibition's Official Directory or in any promotional material, information or thing produced or commissioned by the Organisers or that Exhibitor, (c) products displayed or sold by any exhibitor at the Exhibition, (d) the Organisers carrying out any of their obligations under this Contract or the Exhibitor's Manual, or (e) any loss or damage or any indirect or consequential loss caused by or arising from any of the equipment and computer systems (inclusive of hardware and software) of and services provided by the Organisers, by any supplier to the Organisers or by the Exhibition Centre Operator failing or being defective. For the avoidance of doubt, in the event that the Organisers postpone, change the venue of or otherwise make changes to the Exhibition under clause 4 or the Clause 10:

- (a) the Contract shall continue to bind the parties;
- (b) the Exhibitor shall not be entitled to any refund of any payments made in respect of the Exhibition Space, and shall remain liable to pay the balance of the Fees, if any; and
- (c) the Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered or additional expenses incurred as a result of any alteration in character or reduction in scale of the Exhibition

In the event that the Organisers cancel the Exhibition under clause 10:

- (a) the Organisers shall refund the Fees paid to the Organisers by the Exhibitor after deducting an administrative fee to cover all costs reasonably incurred by the Organisers in relation to the Exhibition; and
- (b) the Exhibitor shall have no claim whatsoever for compensation for loss or damage suffered or additional expenses incurred as a result of any such cancellation of the Exhibition.

The Exhibitor acknowledges that, in light of the Fees, the above provisions of this clause are no more than is reasonable to protect the Organisers as organizers of this Exhibition.

Nothing in this clause shall have the effect of excluding the Organisers' liability for death or personal injury caused by negligence of the Organisers or for fraud.

### 13. COMPLIANCE WITH LOCAL LEGISLATION

The Exhibitor must comply with all relevant legislation, rules and regulations of the country or territory where the Exhibition is held and shall be solely responsible for observing and complying with the same and for obtaining all consents, approvals, licences, and the like as may be requisite to its participation in the Exhibition.

### 14. GENERAL

The Organisers reserve the right to set off any indebtedness of the Exhibitor to the Organisers against any indebtedness of the Organisers to the Exhibitor in each case on any account whatsoever.

No waiver by the Organisers of any of the provisions of these Terms and Conditions, of any of its rights hereunder or the provisions of the Exhibitor's Manual shall have effect unless given in writing and signed by any Director of the Organisers. The Organisers' rights shall not be prejudiced or restricted by any concession, indulgence or forbearance extended to the Exhibitor. No waiver by or on behalf of the Organisers of any breach or any liability for payment by the Exhibitor shall operate as a waiver of any other or subsequent breach or other liability for payment, respectively. No remedy conferred by any of the provisions of these Terms and Conditions or the Exhibitor's Manual is intended to be exclusive of any other remedy, except as expressly provided in these Terms and Conditions or the Exhibitor's Manual, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise.

These Terms and Conditions (including without limitation the obligations it contains to comply with the terms of, and to avoid putting the Organisers in breach of, other documents) together with the Exhibitor's Manual and the Application Form, supersede all prior agreements, negotiations and discussions between the parties.

The Exhibitor may not rely on any representation, warranty, collateral contract or other assurance (except as set out in these Terms and Conditions and the Exhibitor's Manual) made by or on behalf of the Organisers before the Exhibitor's participation in the Exhibition, and the Exhibitor waives all rights and remedies which, but for this paragraph, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance, provided that nothing in this paragraph shall limit or exclude any liability for fraud.

Time is of the essence in relation to these Terms and Conditions.

The headings in these Terms and Conditions have been inserted for reference only and do not affect their interpretation. Nothing in this Contract shall create a relationship of landlord and tenant as between the Organisers and the Exhibitor or give the Exhibitor any estate or interest in the Exhibition Space other than a non-exclusive licence. The provisions contained in each clause, paragraph and subparagraph of these Terms and Conditions shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

In the event of any conflict between these Terms and Conditions and the Exhibitor's Manual, these Terms and Conditions shall prevail to the extent of any such inconsistency.

### 15. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by and construed in all respects in accordance with the laws of Japan and the Exhibitor submits to the non-exclusive jurisdiction of the Japanese courts for all purposes relating to this Contract or the Exhibition.

### 16. SUPPLEMENTAL CLAUSES

Notwithstanding the provisions of clause 3, the Organisers reserve the right to issue supplementary regulations or instructions in addition to those in these Terms and Conditions, the Exhibitor's Manual or the Rules and Regulations [to the extent reasonable] to ensure smooth management of the Exhibition. Any additional written regulations or instructions shall be deemed to form part of these Terms and Conditions and shall be binding on the Exhibitor.

## SCHEDULE

Part 1: Deposit for rental of Exhibition Space: 50% of total rental.

- Part 2: Manner of payment shall be in two installments:
1. 50% deposit to be paid upon written application for participation.
  2. 50% balance to be paid on or before November 28, 2008.
3. Instructions for payment will be indicated on all invoices which will be issued according to this schedule.
4. The Exhibitor is responsible for all bank charges and other sundry charges related to the payment.

Part 3: **Cancellation policy:**

**Notification received;**

**-before or on November 28, 2008:**

**50% of total participation fee**

**-on or after December 1, 2008:**

**100% of total participation fee**