

Terms of Use of International Exhibition Hall Facilities

1. Purpose

These Terms shall provide for matters required to use the International Exhibition Halls in a proper and smooth manner.

2. Compliance with Laws and Regulations

Makuhari Messe, Inc. (hereinafter referred to as the "Company") and those who use the International Exhibition Halls (hereinafter referred to as "User(s)") shall comply with the laws and regulations of Japan.

3. Application and Approval for Use

- (1) A User shall submit to the Company an application form for use of International Exhibition Hall facilities (hereinafter referred to as an "Application Form"). Upon receipt and acceptance of the Application Form, the Company shall issue to the relevant Users the Certificate of Approval Form for Use of International Exhibition Hall Facilities (hereinafter referred to as the "Certificate of Approval").
- (2) Application procedures shall be deemed to have been completed upon issuance of the Certificate of Approval, and according to the period of use and time schedule for use as stated in the Certificate of Approval, the Exhibition Halls, Outdoor Exhibition Space, Meeting Rooms and Special Meeting Room (hereinafter referred to as the "Exhibition Halls, etc.") shall be made available to the Users.

4. Purpose of Use

Users may not use the Exhibition Halls, etc. for any purpose other than the purpose of use stated in the Certificate of Approval.

5. Usage Fees

- (1) Users shall bear hall usage fees based on the List of Usage Fees for Makuhari Messe International Exhibition Halls as usage fees for the Exhibition Halls, etc. In addition, charges for air-conditioning, electricity, water, sewer and gas which were used in the Exhibition Halls, etc. during the period of use (hereinafter referred to as "other charges") shall be borne by Users.
- (2) Hall usage fees shall be as stated in the Certificate of Approval, and be paid by the payment date prior to the start date of use as stated in the Certificate of Approval.
- (3) Other charges shall be paid within 6 weeks after completion of use.
- (4) Bank charges incurred in the transfer of hall usage fees and other charges shall be borne by Users. If a User makes a payment from outside Japan, the payment shall be made only in Japanese yen, and remittance and other bank charges incurred in the transfer shall also be borne by the User.
- (5) Hall usage fees and other charges paid shall not be refunded in principle.

6. Prohibition on Assignment of Rights under Approval for Use

Users may not assign nor sublease to any third party all or any part of rights under approval for use of the Exhibition Halls, etc.

7. Installation of Fixtures and Changes to the Existing State

A User may install fixtures including exhibition booths, display items, furnishings and other goods (hereinafter referred to as "fixtures, etc.") in the Exhibition Halls, etc. as stated in the Certificate of Approval; provided, however, that the User may not change the existing state of facilities and equipment such as the Exhibition Halls, etc. themselves without the consent of the Company.

8. Change or Cancellation of Use

After issuance of the Certificate of Approval, a User shall, when making any change in (including partial cancellation; hereinafter the same shall apply) or entirely cancelling the use stated in the Certificate of Approval for the convenience of the User, take any of the following procedures after obtaining the acceptance of the Company:

- (i) When making any change in the use stated in the Certificate of Approval, the User shall submit the Notification of Changes in Matters Approved for Use of International Exhibition Hall Facilities (hereinafter referred to as the "Notification of Changes"). In this case, all details of use after changes shall be filled in. Upon receipt and acceptance of the Notification of Changes, the Company shall issue to the User the Certificate of Approval Form for Use of International Exhibition Hall Facilities (after Changes) (hereinafter referred to as the "Certificate of Approval after Changes"), and change procedures shall be deemed to have been completed upon issuance of the Certificate of Approval after Changes; provided, however, that in the case of partial cancellation, hall usage fees paid for the part cancelled shall not be refunded even after completion of the change procedures.
- (ii) When entirely cancelling the use stated in the Certificate of Approval, the User shall submit the Notification of Changes. In this case, the column of the time schedule for use shall be left blank. Upon receipt and acceptance of the Notification of Changes, the Company shall issue to the User the Certificate of Approval after Changes, and change procedures shall be deemed to have been completed upon issuance of the Certificate of Approval after Changes; provided, however, that hall usage fees paid shall not be refunded even after completion of the change procedures.

9. Duty of Due Care of a Prudent Manager

Users shall use the Exhibition Halls, etc. with the due care of a prudent manager, and in addition to these Terms, also comply with rules such as International Exhibition Halls Use Manual, Disaster Prevention Manual, List of Usage Fees for Makuhari Messe International Exhibition Halls, notices to Users of matters necessary for the management of the Exhibition Halls, etc., and other matters posted inside and outside of the International Exhibition Halls (hereinafter referred to as the "Various Rules for Use").

In particular, Users shall pay attention to the matters listed in the following:

- (i) Users shall hold events in accordance with the descriptions stated in the Certificate of Approval in good faith.
- (ii) Users shall not conduct any act such as exhibition, sale, advertising or solicitation in places other than the Exhibition Halls, etc. as stated in the Certificate of Approval without the consent of the Company.
- (iii) Users shall not commit any act contrary to the public order and good morals.
- (iv) Each User shall hold a detailed meeting with the Company about the plan for setting up the venue for and operating an event.
- (v) Since the Company has not adopted a system of using designated contractors, Users shall arrange by themselves all contractors involved in setting up the venue for and operating an event (such as electric power suppliers, plumbers, security agents and cleaning companies).
- (vi) Users shall file all notifications, applications for permission and other notices that are necessary to hold events to the relevant authorities (such as fire stations, police stations, health centers and customs).
- (vii) Users shall prepare a security manual stating matters such as the plan of regulating and guiding vehicles that carry goods in and out and those of visitors, the plan of regulating and guiding visitors, and measures taken during an emergency to thoroughly pursue the safe and smooth guidance of vehicles and visitors, and also strive to prevent incidents and accidents.
- (viii) Each User shall appoint a qualified fire prevention officer and strive to prevent fire.
- (ix) Users shall ensure that no damage or loss is caused to facilities, equipment, furnishings and other goods in the International Exhibition Halls.

- (x) Users shall, if any incident, accident or other situation involving related parties and visitors of an event occurs during the period of use, be responsible for dealing with such situation.

- (xi) Smoking shall be allowed in smoking areas designated by the Company.

10. Entry to the Exhibition Halls, etc.

When it is necessary for management tasks such as maintenance and inspections of facilities, employees of the Company and affiliated companies designated by the Company shall enter the Exhibition Halls, etc. after obtaining the prior consent of the relevant Users; provided, however, that if emergency measures are required to be taken to cope with the situation such as a natural disaster, fire, theft or accident, such employees shall enter the Exhibition Halls, etc. without obtaining the consent of the Users.

11. Restoration and Return

- (1) Users shall remove fixtures, etc. installed in the Exhibition Halls, etc., and restore to the original state and return the Exhibition Halls, etc. by the expiration of the period of use.
- (2) If approval for use is cancelled, the relevant User shall immediately remove fixtures, etc. installed in the Exhibition Halls, etc., and restore to the original state and return the Exhibition Halls, etc.
- (3) If any User fails to restore the Exhibition Halls, etc. to the original state, the Company may deem that the ownership of fixtures, etc. installed in the Exhibition Halls, etc. has been relinquished, and at the expense of the User, dispose of such fixtures, etc. and restore the Exhibition Halls, etc. to the original state in a discretionary manner. The User may not raise any objection or claim, or otherwise take any action against the Company with respect to such disposal and restoration.
- (4) Any User may, when returning the Exhibition Halls, etc., not request the Company to purchase fixtures, etc. or pay the User compensation for removal, or otherwise make any claim against the Company.

12. Elimination of Antisocial Forces

- (1) If it is found that the Exhibition Halls, etc. are to be used for the benefit of an organized crime group, the Company shall not approve such use of the Exhibition Halls, etc.
- (2) If it is proved that the Exhibition Halls, etc. are to be used for the benefit of an organized crime group after the Company has approved the use, the Company shall cancel approval for such use. In this case, hall usage fees paid shall not be refunded.
- (3) The Company may, when acquiring information on the use of the Exhibition Halls, etc. which indicates a suspicious relationship with an organized crime group, inquire of the Chiba Prefectural Police through Chiba Prefecture about such relationship and hear opinions from the Police.
- (4) Users shall undertake that the Exhibition Halls, etc. are not to be used for the benefit of any organized crime group.

13. Cancellation of Approval for Use

- (1) The Company may, if a User falls under any of the cases listed in the following, cancel approval for use or impose restrictions on use:
 - (i) Where the User fails to pay the Company hall usage fees by the payment date stated in the Certificate of Approval;
 - (ii) Where the User makes a false statement on the Application Form, or uses the Exhibition Halls, etc. for any purpose substantially different from that stated in the Certificate of Approval;
 - (iii) Where the User fails to comply with these Terms and the Various Rules for Use, or to follow instructions provided by the Company;
 - (iv) Where the User commits an act contrary to the public order and good morals;
 - (v) Where the User apparently lacks solvency;
 - (vi) Where it becomes difficult for the Company to rent the Exhibition Halls, etc. due to a disaster or any other force majeure event;
 - (vii) Where Chiba Prefecture or Chiba City designates the International Exhibition Halls as shelters or other public places due to the occurrence of a disaster;
 - (viii) Where the State, Chiba Prefecture or Chiba City requests the Company to restrain from carrying on business due to widespread prevalence of any infectious disease or any other similar event; or
 - (ix) Where other unavoidable circumstances occur under which the Company cannot properly manage or operate facilities, as a result of any force majeure event not attributable to the Company.
- (2) If approval for use is cancelled due to the matters listed from (i) to (v) of Paragraph (1) above, hall usage fees paid shall not be refunded; provided, however, that it is due to the matters listed from (vi) to (ix) of Paragraph (1) above, whether or not hall usage fees paid are to be refunded shall be determined through consultation between Chiba Prefecture and the Company.

14. Compensation for Damage and Indemnity

- (1) If a User or any of its related parties (meaning its related contractors, exhibitors and visitors; hereinafter the same shall apply) causes damage to or loss of any of facilities, equipment, furnishings and other goods in the International Exhibition Halls, the User shall compensate the damage.
- (2) If a User or any of its related parties causes damage to any third party, the Company shall not be liable for any compensation, and the User shall compensate the damage.
- (3) If damage is caused by any breach by a User of these Terms and the Various Rules for Use, the User shall compensate the damage.
- (4) For damage caused to a User and its related parties by cancellation of approval for use by the Company due to Paragraph (2) of Article 12 or Paragraph (1) of Article 13, the Company shall not be liable for any compensation.

15. Precedence

In the event of any conflict between the provisions of these Terms and those of the Various Rules for Use, the provisions of these Terms shall take precedence.

16. Confidentiality

The Company and Users may not divulge to any third party any secret that may have come to their knowledge in the course of business without the consent of the other party.

17. Governing Law

Matters related to the use of the International Exhibition Halls shall be governed by and construed in accordance with the laws and regulations of Japan.

18. Jurisdiction

All disputes related to the use of the International Exhibition Halls shall be subject to the exclusive jurisdiction of the court having jurisdiction over the Chiba Prefecture and the location of the Company in the first instance as agreed by the Company and Users.

19. Consultation

Matters not contained in these Terms and the Various Rules for Use or questions arising shall be determined through consultation between the Company and the relevant User in good faith on a case-by-case basis.