

## EXHIBITOR CONTRACT

We, the Exhibitor, hereby apply to RX Japan GK (the Managing Company) for exhibition space, ancillary services, and/or optional services at the above-mentioned exhibition(s). Upon submission of this form by the Exhibitor and acceptance by RX Japan GK, a binding contract shall be deemed to have been concluded between the Exhibitor and RX Japan GK with respect to the exhibition space and the related items specified below. The Exhibitor further agrees to comply with the Exhibition Rules and Regulations set forth on page 2 of this contract, as well as any additional rules or requirements reasonably determined by RX Japan GK. In the Exhibition Rules and Regulations, "Organiser" is to be interpreted as RX Japan GK.

Company Name \_\_\_\_\_

By Mr./Ms. \_\_\_\_\_ Division \_\_\_\_\_ Job Title \_\_\_\_\_

Address \_\_\_\_\_

Country \_\_\_\_\_

Tel + \_\_\_\_\_ E-mail \_\_\_\_\_

### Application Details

Tick the box for the exhibition you will participate in.

EDIX Osaka  EDIX Tokyo

**① Space Rental** Applicants for 16.2sqm or larger: fill in the **Raw Space Rental Plan**. Applicants for a 8.1sqm: fill in the **Entry Plan** (shell scheme included).  
If you wish to apply for a booth in the outer-perimeter aisle zone in Osaka Show, please fill in the **Osaka Outer-Perimeter Aisle Plan**, which includes managing-company-designated shell scheme.

**Raw Space Rental Plan:**The booth size is determined by the booth location. Raw space only. Basic booth construction is not included.

<b>Osaka Show</b>	Booth No.:	Exhibit Space:	sqm	Price: JPY
<b>Tokyo Show</b>	Booth No.:	Exhibit Space:	sqm	Price: JPY

**Entry Plan: Mini booth = [3.0m×2.7m=8.1sqm]** Choose your Rental Display System Type from Design Type, Type A and Type B.

**Osaka Show Standard Aisle Booth** Booth No.  Design Type (JPY 890,000)  Type A (JPY 890,000)  Type B (JPY 820,000) = JPY

**Outer-Perimeter Aisle Plan:** For the Osaka Show, if you wish to reserve an outer-perimeter aisle booth, this plan includes managing-company-designated shell scheme (Rental Display System Type B).

**Osaka Show The Outer-Perimeter Aisle Booth**  
Booth No.  8.1sqm (JPY 770,000)  12.15sqm (JPY 1,155,000)  16.2sqm (JPY 1,540,000) = JPY

<b>Subtotal</b>	<b>Osaka ① JPY</b>	<b>Tokyo ① JPY</b>
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**② ExpoMaster (RX Digital Platform) Service Fee** Application is mandatory. Tick the box for the items you wish to apply for.

**Osaka Show**  Premium (JPY 650,000) Limited to 6 exhibitors  Standard (JPY 150,000)  Basic (JPY 50,000)  With co-exhibitor(s) (JPY 50,000)  
**Tokyo Show**  Premium (JPY 650,000) Limited to 6 exhibitors  Standard (JPY 150,000)  Basic (JPY 50,000)  With co-exhibitor(s) (JPY 50,000)

Tick the box if you have co-exhibitor(s).\*

\*A fixed additional fee of JPY 50,000 will be charged, regardless of the number of co-exhibitors.

<b>Subtotal</b>	<b>Osaka ② JPY</b>	<b>Tokyo ② JPY</b>
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**③ [Options for Raw Space Rental Plan Applicants] Rental Display System** Tick the box for the items you wish to apply for. Raw Space Rental Plan does not include basic booth construction. Unit prices are based on 16.2sqm.

\*Unit prices are based on 16.2sqm.

**Osaka Show**  Design Type (JPY 580,000/booth)  Design Type Plus (Monitor)\*1 (JPY 925,000/booth)  Design Type Plus (Panel)\*1 (JPY 825,000/booth)  Design Type Plus (2-Side Graphic)\*1 (JPY 825,000/booth)  
 Type A (JPY 580,000/booth)  Type B (JPY 440,000/booth)  Panel Display Type\*2 (JPY 400,000/booth)  Pavilion Booth Type\*3 (JPY 440,000/booth)

booth(s) × JPY / booth = JPY

**Tokyo Show**  Design Type (JPY 620,000/booth)  Design Type Plus (Monitor)\*1 (JPY 935,000/booth)  Design Type Plus (Panel)\*1 (JPY 835,000/booth)  Design Type Plus (2-Side Graphic)\*1 (JPY 835,000/booth)  
 Type A (JPY 620,000/booth)  Type B (JPY 480,000/booth)  Panel Display Type\*2 (JPY 440,000/booth)  Pavilion Booth Type\*3 (JPY 480,000/booth)

booth(s) × JPY / booth = JPY

\*1 For Exhibitors with 2 booths only. \*2 For Exhibitors with 2 booths or larger. \*3 For Pavilion organisers only.

<b>Subtotal</b>	<b>Osaka ③ JPY</b>	<b>Tokyo ③ JPY</b>
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**④ Advertisement Package** Tick the box for the items/editions you wish to apply for.

• Premium Plan (JPY 3,700,000) Limited to 3 exhibitors  Osaka  Tokyo  
• Business Activation Plan (JPY 2,200,000)  Osaka  Tokyo  
• Starter Plan II (JPY 1,150,000)  Osaka  Tokyo

<b>Subtotal</b>	<b>Osaka ④ JPY</b>	<b>Tokyo ④ JPY</b>
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**⑤ Individual Advertising Options** Tick the box for the items/editions you wish to apply for.

• Lead Booster (JPY 600,000) Limited to 20 exhibitors  Osaka  Tokyo  
• Ads in Visitor Promotion E-mail (JPY 300,000) Limited to 3 exhibitors  Osaka  Tokyo  
• Banner Ads on Official Show Website (JPY 200,000) Limited to 6 exhibitors  Osaka  Tokyo  
• Banner Ads on Conference Webpage (JPY 200,000) Limited to 3 exhibitors  Osaka  Tokyo  
• Floor Map Ads (On Digital & Printed Versions) (JPY 500,000) Limited to 10 exhibitors  Osaka  Tokyo  
• Digital Signage Ads on the Hallway (JPY 800,000) Limited to 3 exhibitors  Osaka  Tokyo  
• Show Entrance Floor Ads (JPY 500,000) Limited to 1 exhibitor  Osaka  Tokyo  
• Single-sided Hanging Banner Ad above Your Booth (JPY 1,000,000) Limited to 5 exhibitors  Osaka  Tokyo  
• Double-sided Hanging Banner Ad above Your Booth (JPY 1,150,000) Limited to 5 exhibitors  Osaka  Tokyo

<b>Subtotal</b>	<b>Osaka ⑤ JPY</b>	<b>Tokyo ⑤ JPY</b>
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Total Amount	
Osaka Show	Tokyo Show
Total Amount excluding 10% Consumption Tax (Osaka ① - ⑤)	Total Amount excluding 10% Consumption Tax (Tokyo ① - ⑤)
JPY _____ (Osaka ⑥)	JPY _____ (Tokyo ⑥)
Total Amount including 10% Consumption Tax (Osaka ⑥ × 1.10)	Total Amount including 10% Consumption Tax (Tokyo ⑥ × 1.10)
JPY _____	JPY _____

• Booth location and booth number will be confirmed and notified separately.  
• Payment method: Payment must be made in Japanese yen only via bank transfer. Bank account information will be provided in the invoice issued upon the execution of contract. Payment must be made in full via bank transfer by the due date stated in the invoice. Bank transfer fees shall be borne by the payer.  
• Applications for items ② to ⑤ will only be accepted in case when a contract for Exhibit Space has been executed. If the contract is cancelled, Applications for items ② to ⑤ will also be automatically cancelled.  
• Cancellation policy: A cancellation fee will be charged in accordance with the "Cancellations of Contracts or Change of Plans" clause of the Exhibition Rules and Regulations on Page 2.  
• The following Terms and Conditions shall apply to the purchase and use of Advertising Plans and Optional Services/Product Plans: <https://legal.rglobal.com/ja-en/value-added-services.html>  
• The following Terms and Conditions shall apply to the use of digital tools or platforms in the cases where purchasing and using of Advertising Plans and Optional Services/Product Plans: <https://legal.rglobal.com/en-us/digital-offers-platform.html>

We, the Exhibitor, have read the Exhibition Rules and Regulations as printed on Page 2, and agree that they are a part of this contract. We further agree to abide by them and any additional rules deemed necessary by RX Japan GK. We hereby apply for the above items as stated.

Date \_\_\_\_\_ By \_\_\_\_\_ Job Title \_\_\_\_\_

AUTHORISED SIGNATURE

### FOR RX Japan GK USE ONLY

We hereby accept the above contract. Date \_\_\_\_\_ Contact (Osaka) \_\_\_\_\_

**RX Japan GK** Contact (Tokyo) \_\_\_\_\_

By Show Director \_\_\_\_\_ Total Amount JPY \_\_\_\_\_

11F Tokyo Midtown Yaesu, 2-2-1 Yaesu, Chuo-ku, Tokyo 104-0028, Japan

# EXHIBITION RULES AND REGULATIONS

These Rules and Regulations shall constitute an integral part of this Contract, together with any related terms, conditions, and policies set forth in the quotation, any supplementary provisions, the Exhibitor Manual, and the exhibition website.

## Exhibitors

Exhibitors are limited to those companies or other entities that will exhibit products for the exhibition as set out in the “Participation Guide for Exhibitors” or such other official materials supplied by the Organiser. The Organiser reserves the right to determine whether any product displayed by the Exhibitor is suitable for the exhibition.

## Payment Terms

(i) The total contracted amount related to this Contract (including booth fees, fees for related services, and optional services) must be paid in full prior to the commencement of the exhibition, or prior to the use of any ancillary or optional services. The Exhibitor shall remit the full amount in a single payment by the payment due date specified on the invoice, unless otherwise specified regarding the payment schedule or method. All bank transfer fees shall be borne by the Exhibitor.

(ii) The Organiser reserves the right to reject the Exhibitor’s application or terminate this Contract if the Exhibitor fails to make the required payment.

## Exhibits

The manner of exhibiting permitted at the exhibition shall be based on common sense. The Exhibitor must comply with the Official Exhibitor Manual supplied by the Organiser. The Exhibitor shall not display in its exhibit any product not set out in the “Participation Guide for Exhibitors” or such other official materials supplied by the Organiser. The Exhibitor shall not exhibit any product or display outside the exhibit space assigned by the Organiser. The Exhibitor is prohibited from engaging in any promotional or soliciting activities at any place other than their own exhibit space, including but not limited to aisles and lounges.

## Installation and Dismantlement

The Exhibitor shall install and dismantle its exhibit space according to the schedule stipulated in the Official Exhibitor Manual supplied by the Organiser.

## Prohibition of the Abandonment of Exhibit Space

Exhibitors are prohibited from discontinuing their exhibit during the exhibition without permission from the Organiser. In addition, Exhibitors must station at least one personnel to be present at the exhibit space during the exhibition.

## Personnel

The Organiser reserves the right to determine whether or not the attitude and attire of exhibition personnel are acceptable.

## Distribution of Materials

Exhibitors may, at their discretion, distribute hand bills or other printed advertising materials within their exhibit space; however, the contents of these distributed materials must be limited to those related to the Exhibits. Exhibitors will be fully liable for any and all things arising from such distribution and distributed materials, and the Organiser will not be liable for them.

## Official Exhibition Catalogue/Directory Information/Advertisements

(i) Publication of Directory Information The Exhibitor hereby authorises the Organiser to publish or display the Exhibitor and product information registered by the Exhibitor for public disclosure (hereinafter referred to as “Directory Information”) through any medium, regardless of type whether electronic, print or otherwise across media platforms in Japan and overseas, including but not limited to the exhibition website, official exhibition Catalogue, and other directories related to the exhibition and relevant industries.

(ii) Registration of Directory Information The Exhibitor is required to complete its own directory entry on the exhibition website. In the event that the Exhibitor fails to register such information, the Organiser may input the Exhibitor’s information on its behalf, and in such case, the Exhibitor shall not hold the Organiser liable in any way.

(iii) Responsibility for Directory Information The Exhibitor agrees to hold the Organiser harmless regarding the content of the Directory information. The Organiser, regardless of the medium such as electronic, print, or otherwise for any omissions, misquotations, or errors that may arise in the compilation of the exhibition website, official exhibition Catalogue, or other exhibition directories.

(iv) Advertising The Exhibitor shall comply with advertising display regulations, relevant laws and regulations, and the provisions set forth in the section titled “Intellectual Property (ii)” below. All advertisements by the Exhibitor shall require the prior approval of the Organiser, which shall not be unreasonably withheld or delayed. The Organiser reserves the right to reallocate advertising space at its sole discretion. Furthermore, the Organiser may offer new advertising products, services, or placements not only at the time of the executing this Contract but also up until the exhibition period. The Exhibitor acknowledges and agrees that the Organiser may use all or a part of the Exhibitor’s advertisements in the exhibition website, official Catalogue, and other event publications or promotional materials, as well as across all media platforms in Japan and overseas.

## Prohibition of Exhibits for the Purpose of Employment, etc.

Any exhibits for the purpose of soliciting prospective employees, and employee-recruiting activities of any kind or activities not specified in the contract, are strictly prohibited.

## Compliance with Safety and Fire Regulations

(i) The Exhibitor shall be responsible for the safety of its exhibition booth during installation, use, and dismantling, and shall bear a legal duty of care for all persons, equipment, and property within and around the exhibition space.

(ii) During booth installation and dismantling before and after the exhibition period, persons under the age of 18 shall not be permitted to enter the exhibition venue. The Exhibitor must comply with all applicable safety and fire regulations, as well as the venue’s rules. Blocking aisles or emergency exits with people or property, and placing belongings outside the allocated booth area, are strictly prohibited.

(iii) All exhibits and displays must comply with the requirements set forth in the Official Exhibitor Manual.

(iv) The Exhibitor must ensure that it has obtained all necessary insurance coverage.

## Compliance with Laws and Regulations

(i) The Exhibitor shall comply with all applicable laws and regulations, and shall obtain all necessary permits, licenses, visas, approvals, consents, and other documentation required for the performance of this Contract and participation in the exhibition. The Exhibitor shall also provide any necessary notifications to the Organiser.

(ii) Bribery and other improper business practices are strictly prohibited in connection with the exhibition. All transactions conducted by the Exhibitor in relation to the event must be accurately and completely recorded in accordance with applicable laws. The Exhibitor shall not offer or accept any gifts, hospitality, or other benefits that may be perceived as bribes in connection with the exhibition.

(iii) The Exhibitor shall comply with all applicable laws related to its obligations under this Contract, explicitly including laws concerning bribery, corruption, and related matters (including the U.S. Foreign

Corrupt Practices Act and the U.K. Bribery Act 2010), as well as laws relating to economic and trade sanctions, including those enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC), the European Union, and the United Kingdom.

(iv) The Exhibitor shall be responsible for obtaining the appropriate licenses for any music, other audio or video recordings, or live performances conducted at the exhibition.

## Photography; Video Shooting; Voice

The Organiser reserves the right to take to photograph, record, and use images, video, and audio of the exhibition, including exhibitor booths. If the Exhibitor wishes to photograph, film, or record audio at the exhibition outside of their own booth, the Exhibitor must obtain prior written consent from the Organiser. The Exhibitor agrees that the Organiser, its agents, or designated parties may photograph, record, and produce images, video, and audio at the exhibition (including within the Exhibitor’s booths), and that the Organiser and its affiliates may use such materials for the purpose of promoting the exhibition or related events and business activities.

## Exhibit Space Assignment

The Organiser will determine the assignment of exhibit space according to factors such as the order in which the Exhibit Space Contracts were received or the number of booths. The Organiser also reserves the right, in the interests of optimum traffic control and effective exhibit exposure, to change the exhibit space plan and reassign exhibit space in relation thereto.

## Intellectual Property

(i) The Exhibitor acknowledges that all intellectual property related to the exhibition, including but not limited to trademarks, copyrights, database rights, design rights, patents, confidential information, trade secrets, know-how, and goodwill associated with the event belongs to the Organiser (or its licensors), excluding the Exhibitor’s own intellectual property rights related to its name, logo, trademarks, products, advertisements, and content. The Exhibitor shall not use any such intellectual property without the Organiser’s prior express written consent.

(ii) The Exhibitor represents and warrants that it is the legal and beneficial owner (or an authorised licensee) of all intellectual property rights related to its name, logo, trademarks, artwork, advertisements, content, and any other materials displayed on the website (collectively, the “Exhibitor Marks”), and that such Exhibitor Marks and Directory Information do not infringe upon the intellectual property rights of any third party, nor contain any defamatory, libelous, obscene, or otherwise unlawful content. The Exhibitor agrees to fully indemnify the Organiser for any and all damages, lost profits, reputational harm, claims, and expenses incurred by the Organiser as a result of any breach of the above warranties, regardless of the cause.

## Prohibition of Exhibiting Products Infringing on Third-Party Intellectual Property Rights

The Exhibitor shall not display at the exhibition:

(i) any products that infringe or are likely to infringe intellectual property rights or pending applications thereof held by third parties in Japan or abroad; or (ii) any products that imitate or copy, or are likely to imitate or copy, the shape, design, or other appearance of third-party products that have already been exhibited or commercially sold in any country prior to the start of the exhibition. The Organiser shall have the right, without incurring any liability to the Exhibitor, to remove from the exhibition venue all or part of any products that the Organiser reasonably determines fall under (i) or (ii) above, and to store them at a location of its choosing at the Exhibitor’s expense until the end of the exhibition. The Organiser also reserves the right to deny entry to or remove from the venue any exhibitor, its employees, or agents who are reasonably determined to be displaying such products. However, the Organiser shall not be liable for such actions nor shall it be liable for any actual or potential infringement of intellectual property rights by the Exhibitor.

## Use of Advertising Plans and Optional Service/Product Plans

The Exhibitor may utilise advertising plans and/or optional service or product plans upon application and acceptance by the Organiser.

## Cancellations of Contracts or Change of Plans

(i) Cancellation of Exhibit Space Contract The Exhibitor must cancel its Exhibit Space Contract in writing. In the case of a cancellation of the entire contracted exhibit space, the Organiser will collect as a cancellation charge (a) 40% of the total amount payable (inclusive of consumption tax) as set out in the Exhibit Space Contract if the cancellation occurs before the day that is 4 months prior to the first day of the exhibition (the “Fee Change Date”), or (b) the full amount thereof if the cancellation occurs thereafter. The same shall apply to the case of a cancellation of a part of the contracted exhibit space. In the case of a cancellation of the entire contracted exhibit space, the applications and any related purchase orders for the Rental Display System, for the Exhibitor Presentation/Conference of the Exhibitor’s products and/or technology, for the Advertising Plan, for Optional Services, for the Exhibitor Directory Listing, for the ExpoMaster, for the Sponsor Plan, and for any other related services (collectively, the “Ancillary Services”) shall also be automatically cancelled, and the cancellation fees applicable to the Ancillary Services shall be calculated in accordance with the provisions set forth below, depending on the timing of the cancellation notice. Provided, however, that where any of such Ancillary Services are provided as an integral and inseparable part of the Exhibit Space Contract, the cancellation fees applicable to such Ancillary Services shall, notwithstanding the provisions set forth below, be calculated based on the total amount payable (inclusive of consumption tax) for the Exhibit Space together with such Ancillary Services. The Organiser reserves the right to reassign at its discretion the cancelled exhibit space irrespective of the collection of the cancellation charge. The Exhibitor will not be released from its obligation to pay the cancellation charge even if (a) the cancelled exhibit space is reassigned to another exhibitor, or (b) the Contract is made on/after the Fee Change Date. If the Exhibitor cancels all or part of the contracted exhibit space within 2 months prior to the first day of the exhibition, the Exhibitor must provide the basic displays as set out in the Official Exhibitor Manual and arrange for at least one personnel to be present at the exhibit space, unless the Organiser deems it unnecessary.

(ii) Cancellation of Rental Display System If the Exhibitor cancels the Rental Display System, the total amount of the Rental Display System fee (inclusive of consumption tax) shall be fully refunded, provided that the cancellation is notified in writing to the Organiser at least 1 month prior to the first day of the exhibition. If the cancellation occurs within 1 month prior to the first day of the exhibition, the Organiser shall collect the full amount of the Rental Display System fee (inclusive of consumption tax) as a cancellation charge. The same shall apply to the case of a cancellation of part of the Rental Display System.

(iii) Cancellation of Exhibitor Presentation/Conference If the Exhibitor cancels the Exhibitor Presentation/Conference, the Organiser will collect as a cancellation charge 40% of the total amount of the fee for the Exhibitor Presentation/Conference payable (inclusive of consumption tax) if the cancellation is notified in writing to the Organiser before Fee Change Date. If the cancellation occurs within 4 months prior to the first day of the exhibition, the Organiser shall collect the full amount of the fee for the Presentation/Conference (inclusive of consumption tax) as a cancellation charge. The same shall apply to the case of a cancellation of a part of the Presentation/Conference.

(iv) Cancellation of Advertising Plans and Optional Service/Product Plans The Exhibitor must notify the cancellation of the Advertising Plan and/or Optional Service/Product Plan to the Organiser in

writing. If the Exhibitor cancels the Advertising Plan and/or Optional Service/Product Plan, the Organiser will collect as a cancellation charge (a) 40% of the total amount payable (inclusive of consumption tax) if the cancellation occurs before the day that is the Fee Change Date or (b) the full amount thereof if the cancellation occurs thereafter. The same shall apply to the case of a cancellation of a part of the Advertising Plan and/or Optional Services/Product Plan and/or Optional Service/Product Plan.

(v) Change (Downgrade) of Exhibitor Directory Listing and ExpoMaster Plans The Exhibitor must notify the change (downgrade) of the Exhibitor Directory Listing and the ExpoMaster Plans to the Organiser in writing. If the Exhibitor changes the Exhibitor Directory Listing or the ExpoMaster Plans, the Organiser will collect as a charge (a) 40% of the difference in the total amount including consumption tax before and after the change of the Exhibitor Directory Listing on the search site or the ExpoMaster plans if the change occurs before the day that is Fee Change Date, or (b) the full amount thereof if the change occurs thereafter.

## Prohibition of Subletting, Assignment, and Subcontracting

The Exhibitor shall not allow any third parties such as other company, organisation, or individual to use, lease, or transfer, in whole or in part, the rented exhibition space without prior written permission from the Organiser. Additionally, the Exhibitor shall not relinquish, subcontract, or delegate, in whole or in part, the exhibition to any third party.

## Joint Exhibition

If the Exhibitor which is a party to this Contract intends to jointly exhibit with the third party (the “Joint Exhibitor”), prior written notice must be given to and approval obtained from the Organiser. The Exhibitor conducting the joint exhibition must ensure that the Joint Exhibitor complies with the same obligations as outlined in this Contract and these regulations, and shall be responsible to the Organiser for all actions of the Joint Exhibitor.

## Rejection of Exhibition Participation

The Exhibitor shall ensure that its exhibition activities are always in compliance with this Contract, including the exhibition Regulations established by the Organiser. The Organiser, at its sole discretion, reserves the right to reject or exclude any exhibitor, its representatives, co-exhibitors, or exhibited products from participating in the exhibition if the Organiser reasonably determines that such parties or products are prohibited from participation under applicable laws or regulations (including but not limited to economic sanctions), or pose a risk to the Organiser or the Exhibition’s integrity. Even if no reason is disclosed, the Organiser shall bear no liability to the Exhibitor other than refunding the booth fee on a pro-rata basis calculated according to the remaining exhibition period. Provided, however, that if the exclusion is due to a breach of this Contract or the Exhibition Regulations, or any other legitimate grounds as determined by the Organiser, no refund shall be made. The Exhibitor shall cooperate with the Organiser by providing all reasonably requested information necessary to assess compliance with this clause, and the Organiser’s determination shall be final and binding.

## Admission Refusal

The Organiser shall reserve the right to refuse admission of exhibitors and visitors, whenever it deems such a refusal to be necessary in the interest of ensuring the safety at the exhibition or for any other reason.

## Elimination of Antisocial Forces

If the Exhibitor falls under a group or an individual person (so-called antisocial forces) who pursues economic benefits using violent, intimidating or fraudulent means, etc., or conducts any of the following acts, either by itself or through a third party, the Organiser may terminate this Contract without prior notice: (i) making demands using violent means; (ii) making unlawful or false demands; (iii) using threatening words, behavior or violence with regard to trading; (iv) damaging the credit or obstructing business of the Organiser or other exhibitors, by spreading a rumor or using a fraudulent means or force; or (v) any other act equivalent to one of the preceding acts

## Cancellation of the Exhibition

In the event that the Organiser determines (in its sole discretion) that the premises in which the exhibition is held has become unfit for entry, or the holding of the exhibition or the performance of obligations by the Organiser under the Contract has been interfered with by any “Force Majeure”, an individual agreement based on this Contract and/or the exhibition (or any part thereof) may be terminated, postponed or re-located by the Organiser. The Organiser will not be liable for delay, damage, loss, increased cost, or other unfavourable condition arising by virtue of “Force Majeure”. For purposes of this clause, the phrase “Force Majeure” shall include, without limitation: fire, casualty, flood, storm, epidemic, pandemic, World Health Organization travel advisory or travel alert, earthquake, explosion, other accident and incident; blockade, embargo, inclement weather, restraints or orders of government or public agency, act of public enemy, riot or civil disturbance, terrorism; strike, lockout, venue cancellation, boycott or other labour disturbance; inability to secure sufficient labour; technical or other personnel failure; impairment or defect of adequate transportation facilities; or inability to obtain or condemnation or requisition of necessary supplies or equipment due to national or local laws, ministerial ordinances, municipal bylaws, rules, orders, circular notice or decree, whether legislative, executive or judicial, and whether constitutional or unconstitutional; or acts of God or any other cause or causes not reasonably within the control of the Organiser. In the event that the Organiser cancels the exhibition (or any part thereof) due to “Force Majeure”, the Organiser will not be liable to the Exhibitor other than for 60% refund of the amount of the exhibit space fee including consumption tax. If the Organiser postpones the exhibition due to “Force Majeure”, the Exhibitor shall have the option choosing from either receiving 60% refund of the exhibit space fee including consumption tax or exhibiting at the postponed exhibition. For the Rental Display System, in the event of cancellation of the exhibition due to “Force Majeure”, the Organiser shall refund 60% of the total amount of the Rental Display System fee including consumption tax and shall not refund the remaining amount.

## Confidentiality

The Exhibitor, in the course of participating in the exhibition, shall not use or disclose to any third party the Organiser’s business, technical, or Personal Data (“Confidential Information”) obtained in the course of fulfilling this Contract for any purpose other than the performance of this Contract. Provided, however, that the following information are excluded: (i) information that was publicly known at the time of disclosure, (ii) information that the Exhibitor already possessed at the time of disclosure, (iii) information that becomes publicly known after disclosure through no fault of the Exhibitor, or information lawfully obtained from a third party, and (iv) information independently developed by the Exhibitor.

## Liability

The Organiser, as well as any companies, organisations, and individuals employed by or affiliated with the Organiser in connection with the exhibition, shall not be liable for any and all damages, including

but not limited to accidents, injuries, losses, or other harm suffered by the Exhibitor, its employees, subcontractors, affiliates, the general public, or any other third parties, arising from fire, theft, or any other cause, except in cases of willful misconduct or gross negligence.

The Organiser shall not be liable, under any circumstances, for any breakage, loss, or damage to the Exhibitor’s property, regardless of the cause.

The Exhibitor shall promptly compensate the Organiser for any and all damages caused to the exhibition venue, its facilities, or any other areas inside or outside the venue, resulting from the negligence or other acts of the Exhibitor’s employees, subcontractors, or related parties (including any companies, organisations, or individuals employed by or affiliated with the Exhibitor). Furthermore, the Organiser shall not be liable for any typographical errors, omissions, or other unintended mistakes that may occur in the exhibition invitation tickets, website, floor plans, or other promotional materials.

## Limitation of the Organiser’s Liability

(i) The total financial liability of the Organiser (including liability for acts or omissions of its employees, agents, and subcontractors) to the Exhibitor for any and all losses, claims, or liabilities (including those related to indemnification) arising in connection with the exhibition shall be limited to the total amount of fees paid by the Exhibitor to the Organiser in relation to the exhibition. This includes liability arising from contract, tort(including negligence), breach of statutory duty, or otherwise.

(ii) The Organiser shall not be liable under any circumstances regardless of whether it was reasonably foreseeable, for any loss or damage to the Exhibitor’s data, loss of revenue or profit, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill or reputation, increased operational or administrative costs, or any other financial loss, nor for any indirect or consequential damage.

(iii) The Organiser makes no representation or warranty regarding the number or demographic characteristics of attendees at the exhibition, and shall not be liable if a contracted exhibitor fails to participate for any reason.

(iv) The Organiser shall not be liable for the content of presentations made by third party speakers or presenters at the exhibition.

(v) Notwithstanding the foregoing, this limitation of liability shall not apply in cases of death or personal injury caused by the Organiser’s willful misconduct or gross negligence, or in cases of fraudulent misrepresentation or any other liability that cannot be excluded or limited under applicable law.

## Handling of Personal Data

(i) Data Processing

The terms of the RELX Exhibitions Data Processing Addendum at “https://legal.rxglobal.com/ja-en/processing-terms.html” apply to the “processing” of “personal data” (as those terms are defined therein) that either Party receives from the other under the Agreement.

(ii) Purpose Limitation

The personal data provided by the Exhibitor to the Organiser is necessary for the fulfilment, administration, management, and execution of the Agreement and may be provided to the Organiser’s affiliates, the Venue, the Platform, and third parties located both within and outside Japan, including, but not limited to, subcontractors (“Permitted Contacts”) for that purpose. The Organiser processes personal data subject to the RX Privacy Policy at “https://privacy.rxglobal.com/en-gb.html”. The Exhibitor and the Exhibitor Representatives may be contacted by the Permitted Contacts for purposes of facilitating the participation of the Exhibitor in connection with the exhibition, which may also include entry of the Exhibitor on the exhibition website and/or Platform, and in any associated directory, arranging introductions to or appointments with certain Exhibition contacts, and marketing of similar products and services.

The Organiser shall be entitled, within a reasonable scope, to notify the Exhibitor of the scheduled dates for the same exhibition to be held in the following year or the year after, based on the Exhibitor’s application for the current exhibition.

## Interaction with Third Parties (Other Exhibitors, Attendees, etc.)

The Exhibitor understands and agrees to the following regarding interactions, negotiations, and business discussions with third parties at the exhibition (including, but not limited to, other exhibitors, guests, and visitors related to the exhibition):

(i) Interaction between Parties and Non-Involvement of the Organiser:

All such interactions shall take place solely between the Exhibitor and the relevant third party, and the Organiser in any such communications, negotiations, or business dealings, nor shall it bear any responsibility for them in any form.

(ii) Disclaimer of Liability:

The Organiser shall not be liable for any damages, losses, costs, expenses, or liabilities arising from the Exhibitor’s interactions with such third parties.

However, in the event of disputes related to the operation of the exhibition (such as use of exhibition space, installation of structures, or interpretation of rules), the Organiser may, resolve the matter, and the Exhibitor shall be bound by such decisions.

## Resolution of Certain Disputes

(i) If there is a dispute or disagreement between the Exhibitor and other third parties (including an official contractor, a union or its representative, one or more other exhibitor(s), or the Venue), the Organiser’s interpretations of the rules governing the Event and its actions or decisions concerning the dispute or disagreement and its resolution thereof shall be binding on the Exhibitor.

(ii) The Organiser shall, in its sole discretion, determine any dispute or conflict with respect to any matters not specifically covered by this Contract. The Organiser shall have full power in the manner of interpretation, amendment and enforcement of this Contract.

## Sanctions

If any Exhibitor, Exhibitor Representatives or the Joint Exhibitor shall be considered by the Organiser, at its sole discretion, to be prohibited from, or to otherwise pose a risk to the Organiser as a result of, attending the Event by any applicable laws or regulations, including but not limited to economic sanctions, the Organiser shall have the right to refuse to contract with the Exhibitor or to terminate this Contract forthwith by notice in writing to such Exhibitor. The Exhibitor shall cooperate with the Organiser and provide all reasonable information requested by the Organiser to assess compliance with this clause. The Organiser’s decision shall be final.

## The Governing Law

This Contract shall be governed by and construed in accordance with the laws of Japan.

## Jurisdiction

The Tokyo District Court shall have the exclusive jurisdiction over any dispute arising in connection with the Exhibition Rules and Regulations as the court of the first instance.

<b>RX Japan GK</b>	11F Tokyo Midtown Yaesu, 2-2-1 Yaesu, Chuo-ku, Tokyo 104-0028, Japan A division of Reed Business Registered in England, Number 678540
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