

Terms of Use of International Conference Hall and Makuhari Event Hall



I. Application for Use

1. Application Period

- (1) When any person intends to use the International Conference Hall for an international meeting or to use it in conjunction with the International Exhibition Halls or the Makuhari Event Hall, a reservation will be accepted one (1) year prior to the start date of use. With respect to use for any purpose other than the aforementioned purposes, a reservation will be accepted six (6) months prior to the start date of use. In these cases, the Company may make adjustments among the Meeting Rooms or to time for use, or otherwise. The Company asks for understanding on this point.
- (2) When any person intends to use the Makuhari Event Hall, a reservation will be accepted one (1) year prior to the start date of use.

2. Department in Charge

- (1) Contacts and applications for use
Sales Section, Makuhari Messe, Inc.
TEL: 043-296-0515 FAX: 043-296-0529
* Reception hours: From 9 a.m. to 5:30 p.m. (excluding Saturday, Sunday and holidays)
- (2) Contacts after submission of applications (including any requests, inquiries about furnishings and other issues)
Business Operation Section I, Makuhari Messe, Inc.
TEL: 043-296-0506 FAX: 043-296-0529

3. Flow of and Procedures for Application

- (1) Inquiries on availability of facilities and reservations
With respect to inquiries on availability of facilities, Sales Section of the Company shall be contacted. When being contacted, the Section will ask for information on a user, the use plan and other factors. When the desired date and Hall are available, a reservation will be accepted; provided, however, that if a use falls under any of the cases listed in the Restrictions on use of Item (2) below, no reservation shall be accepted regardless of availability of facilities. The Company asks for understanding on this point in advance.
Any reservation shall be deemed to have been accepted when a user notifies the Company of its intention of the use of facilities in writing or by other means (including by e-mail) and the user and the Company reach agreement upon such use.
- (2) Restrictions on use
 - 1) The Company shall refuse any reservation if a use falls under the cases listed in the following:
 - (i) Where it is found that the use may damage any of facilities or equipment;
 - (ii) Where it is found that the use may disturb the public order or harm good morals;
 - (iii) Where it is found that the use may cause inconvenience to other users of facilities; or
 - (iv) Otherwise where the Company determines that the use would hinder the management or operation of facilities.
 - 2) Users shall undertake matters listed below to eliminate antisocial forces. In the event of a breach of any of the matters, the Company shall immediately refuse the reservation and use by the relevant user without any notice.
 - (i) The user shall not be an organized crime group, a member thereof, a party related thereto or any other party related to antisocial forces (hereinafter referred to as the "organized crime group, etc.").
 - (ii) The representative or responsible person of the user, or a person who practically has the right of management of the user shall not be the organized crime group, etc., nor have any relationship with the organized crime group, etc. by means such as the provision of funds.
 - (iii) The user shall not allow the organized crime group, etc. to use its name in order to submit an application for use of facilities.
 - (iv) The user shall not commit any of the following acts by itself or using any third party:
 - To convey to the Company that the user or any of its related parties is the organized crime group, etc.;
 - To act against the Company using fraudulent means, violence or threatening words;
 - To dishonor or discredit the Company, or be likely to do so; or
 - To interfere or be likely to interfere with the business of the Company.
- (3) Submission of application forms
After acceptance of a reservation, the predetermined form(s) of the Application Form for Usage of International Conference Hall Facilities and/or the Application Form for Usage of Makuhari Event Hall Facilities will be sent. Necessary matters shall be filled in the application form(s), and the completed application form(s) shall be submitted to the Company. After confirming the descriptions stated in the application form(s), the Company will return a copy or copies of such application form(s). If the application form(s) will not be submitted within one (1) month of acceptance of the reservation, it shall be noted that the Company may cancel the reservation.

(4) Usage fees, etc.

1) Usage fees for facilities

Refer to the List of Usage Fees for International Conference Hall and the List of Usage Fees for Makuhari Event Hall.

2) Payment of facilities usage fees and incidental charges

After receipt and acceptance of the relevant application form, the Company will send to the applicant an invoice for facilities usage fees and other charges. The applicant shall pay the Company such fees by transfer to a financial institution designated by the Company no later than the payment date. Bank charges incurred in the transfer shall be borne by the user, and the payment shall be made in Japanese yen.

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| By 4 months prior to the start date of use | 30% of facilities usage fees |
| By 2 weeks prior to the start date of use | The balance of facilities usage fees |
| By the designated date after use | Adjustment for incidental charges and other costs Note : However, if the Company finds it necessary, all amounts shall be paid by 2 weeks prior to the start date of use. |

* Incidental charges: use charges for equipment, furnishings and other goods which are incidental to the use of the Hall, expenses related to meals, and other costs

(5) Prohibition on assignment of the right of use

Users may not assign nor sublease to any third party the right of use of facilities and other equipment, in whole or in part, without the consent of the Company.

II. Approval for Use

The application shall be approved once 30% or in full of your payment for facility fees has been confirmed and the tenancy contracts shall be finalized.

The certificate of approval will be issued if needed.

Please be advised that the application may be subject to be cancelled if you fail to make a payment by the due date.

III. Change or Cancellation of Use

1. Notice of Change or Cancellation

When any change arises in an application or the application is to be cancelled, the notification of changes in use or the notification of cancellation shall be promptly submitted. Depending on the timing of such notification, a cancellation fee will incur.

2. Cancellation Fee

In the case of cancellation or change (excluding the case of Item (3) below) of use, the relevant cancellation fee shall be charged.

(1) Facilities usage fees

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| On and after the date 4 months prior to the start date of use until the date immediately before the date 2 weeks prior to the start date of use | 30% of facilities usage fees |
| On and after the date 2 weeks prior to the start date of use | 100% of facilities usage fees |

(2) Incidental charges (use charges for equipment, furnishings and other goods, expenses related to meals, and other costs)

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| On and after the date 2 weeks prior to the start date of use until 2 days prior to the start date of use | All costs incurred upon cancellation |
| On the previous day and the start date of use | 100% of the estimated amount |

(3) Waiver of a cancellation fee

Even on and after the date four (4) months prior to the start date of use, if the start date of use is to be changed to any day within thirty (30) days before or after the original date, a cancellation fee of facilities usage fees shall be waived only once.

IV. Cancellation of Approval for Use

1. Even after issuance of the certificate of approval for use, if a user falls under any of the cases listed below, the Company may cancel the approval for use. Also, even during the use of facilities, the Company may have the user discontinue such use.

(1) Where the user falls under any of the cases listed in the Restrictions on use, Item (2), Paragraph 3 of Article I above;

- (2) Where the user makes a false statement on the application form, or otherwise improperly submits the application form;
- (3) Where the user fails to pay the Company facilities usage fees by the designated date;
- (4) Where the user fails to comply with the Terms of Use of the Company;
- (5) Where the user apparently lacks solvency;
- (6) Where it becomes difficult for the Company to rent facilities due to a disaster or any other force majeure event;
- (7) Where Chiba Prefecture or Chiba City designates the facilities as shelters or other public places due to the occurrence of a disaster; or
- (8) Where it becomes difficult to hold any event due to an order to cancel the use of facilities which is issued by, or a recommendation to cancel the holding of the event which is given by, any administrative agency in order to take measures against any infectious disease or other causes (in the case of a request for restraint, the user shall determine whether or not to use the facilities or hold the event, and the Company will not cancel the approval for use).

2. Refund of Usage Fees

In the event of the cancellation of approval for use due to reasons listed in Items (1) to (5) of the preceding paragraph, facilities usage fees already paid shall not be refunded. Incidental charges shall be paid in accordance with Item (2), Paragraph 2 of Article III above.

V. Managerial Responsibilities of Users (Duty of Due Care of a Prudent Manager)

1. Compliance with Relevant Laws, Regulations and Other Rules

Users shall, in using the facilities, comply with the relevant laws and regulations, these Terms of Use, the Use Manual, and other various rules established by the respective users, and also thoroughly familiarize their respective related contractors, visitors and other parties concerned with such laws, regulations and other rules.

2. Managerial Responsibilities

- (1) Users shall be responsible for any accident or other issue occurring in the Hall during the period of use. Therefore, users shall pay close attention to the maintenance of facilities and annexed equipment during the period of use, and also take measures required to maintain the order in the facilities and to ensure the safety of visitors under their responsibilities.
- (2) Each user shall appoint a manager responsible fully for the Hall and event. The manager shall stay the Hall at all times during the period of use, and manage the facilities to be used, event and other matters under his or her responsibility.
- (3) Users shall be responsible for the storage of display items, devices to be used, furnishings and other goods in the Hall. Users shall take adequate measures so that no theft, loss or other damage will be caused.

3. Notifications to Relevant Authorities (Makuhari Event Hall)

- 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, and health centers). Each user shall appoint a qualified fire prevention manager and strive to prevent fire.

VI. Compensation for Damage and Indemnity

1. Compensation for Damage

- (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, 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 of Use and the various rules for use, the user shall compensate the damage.

2. Indemnity

- (1) For damage caused to a user and its related parties by cancellation of approval for use by the Company due to Paragraph 1 of Article IV, the Company shall not be liable for any compensation.
- (2) For all accidents such as physical injuries, and theft of and damage to goods, display items and other articles which occur in connection with the use of facilities, the Company shall not be liable whatsoever unless the Company is grossly negligent.

VII. Other

1. Laws and Regulations, etc.

- (1) This Agreement shall be governed by and construed in accordance with the laws and regulations of Japan.
- (2) The Chiba District Court or Tokyo District Court shall have exclusive jurisdiction of the first instance over all disputes arising out of or in connection with this Agreement between the user and us.