

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 for Use and Application Period

An inquiry about the availability of the International Exhibition Halls shall be made to the Sales Section of the Company. The Section shall then request information on the potential User including its usage plan. An application for the use of the International Exhibition Halls shall be received on or after the day one year prior to the use start date of the Halls. To make the application, the applicant shall submit to the Company an Application Form for Usage of the International Exhibition Hall Facilities (hereinafter referred to as the "Application Form").

4. Approval for Use

After the submission of the Application Form, the Company shall issue to the relevant User the Certificate of Approval Form for Usage of the International Exhibition Hall Facilities (hereinafter referred to as the "Certificate of Approval"). Upon issuance of the Certificate of Approval, application procedures shall be deemed to have been completed and a facility use agreement shall be concluded. Under the agreement, the User may use the Exhibition Hall, Outdoor Exhibition Space, Meeting Room and/or Conference Room and common use spaces pertaining thereto as stated in the Certificate of Approval (hereinafter referred to as "Facilities"); provided, however, that if the usage is likely to cause damage to public order or morality or otherwise deemed to hinder the management of Facilities, such usage shall not be approved.

5. Usage Fees

Users shall pay usage and incidental fees for any facilities.

(1) Facility usage and incidental fees

The usage fee list for the International Exhibition Halls shall be referred to.

(2) Payment of facility usage and incidental fees

The amount to be paid and due date for facility usage and incidental fees shall be as shown in the table below. After the issuance of the Certificate of Approval, the Company shall send the relevant User an invoice for facility usage and incidental fees. The User shall make payment by the due date included in the Certificate of Approval and the invoice by transfer to the bank account designated by the Company. Bank transfer charges shall be borne by the User, and the payment shall be made in Japanese yen.

Due date	Fee category
At least four months prior to the use start date	10% of the facility usage fee
At least one week prior to the use start date	Remaining amount of the facility usage fee (90%)
Within six weeks following the use end date	Settlement of incidental fees and other expenses

* Incidental fees: Utility charges, equipment usage fees, etc. that are incidental to the use of any facilities

(3) Fees such as facility usage and incidental fees that have been paid shall not be refunded, in principle.

6. Prohibition on Assignment of Rights under Approval for Use

Users may not assign or sublease to any third party all or any part of rights under approval for use of Facilities.

7. 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:

(1) 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;

(2) 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;

(3) However, even if the above procedures are completed, the facility usage fee that has been paid and incurred in relation to the change or cancellation shall not be refunded.

8. Use of Facilities after Period of Use

If it becomes necessary to use Facilities after the period of use included in the Certificate of Approval during that period of use, the relevant User shall promptly submit the Application Form for such use. The Company shall, when approving such use, issue to the User the Certificate of Approval and an invoice for the use. The User shall then pay the facility usage fee for that use.

9. Cancellation of Approval for Use

(1) The Company may, if a User fails under any of the cases listed in the following, cancel approval for use or impose restrictions on use:

- Where the User fails to pay the Company facility usage and incidental fees by the due date stated in the Certificate of Approval and the relevant invoice;
- 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;
- Where the User fails to comply with these Terms and rules that provide for necessary matters concerning management (hereinafter referred to as the "Various Rules for Use"), or to follow instructions provided by the Company;
- Where it is deemed likely to cause damage to public order or morality;
- Where it is deemed likely to cause any inconvenience to other Users of any facilities;
- Where the Company determines that the use is likely to cause damage to any facilities or equipment or otherwise hinders the management and operation of those facilities;
- Where the User apparently lacks solvency;
- Where it becomes difficult for the Company to rent Facilities due to a disaster, a planned power outage or any other force majeure event;
- Where Chiba Prefecture or Chiba City designates the International Exhibition Halls as shelters or other public places due to the occurrence of a disaster;
- Where an administrative agency orders the Company to have Users discontinue using the International Exhibition Halls or advises the Company to discontinue holding events for measures against infectious diseases or other reasons; or
- 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 any of the matters listed in the preceding paragraph (1), items (i) through (vii), facility usage and incidental fees already paid shall not be refunded; provided, however, that it is due to any of the matters listed in the preceding paragraph (1), items (viii) through (xi), whether or not facility usage and incidental fees paid are to be refunded shall be determined through consultation between Chiba Prefecture and the Company.

10. Elimination of Antisocial Forces

(1) To eliminate antisocial forces, each User shall covenant that:

- the User is not associated with organized crime groups, organized crime group members, persons associated with organized crime groups, or other antisocial forces (hereinafter referred to as "Organized Crime Groups, etc.");
- the representatives, responsible persons or persons who substantially have the right of management of the User are not Organized Crime Groups, etc. and do not have any relationships with Organized Crime Groups, etc. including a relationship under which they provide funds to Organized Crime Groups, etc.;

- the relevant use is not a use for the benefit of Organized Crime Groups, etc.;
- the User does not let Organized Crime Groups, etc. use the User's name to make an application for usage of Facilities; and
- the User will not perform any of the following acts on the User's own or using a third party:
act of using fraudulent means, acts of violence or threatening words against the Company;
actual or liable act of damaging the reputation or credit of the Company; and
actual or liable act of interfering with the business of the Company.

If a User violates the above covenant, the Company shall immediately cancel the User's reservation and approval for use without making any demand.

(2) In the event of cancellation of a reservation and approval for use, facility usage and incidental fees already paid shall not be refunded.

(3) When the Company obtains information on the use of the International Exhibition Halls, which indicates a suspicious relationship with Organized Crime Groups, etc., the Company shall inquire of the Chiba Prefectural Police about the relationship and hear opinions from the Police.

11. Users' Management Liability (Duty of Due Care of a Prudent Manager)

(1) Compliance with related laws and regulations

Users shall, when using Facilities, comply with related laws and regulations as well as these Terms, User Manuals, Disaster Prevention Guidelines and other Various Rules for Use, and thoroughly familiarize their associated contractors and visitors with those laws and rules.

(2) Management liability

Each User shall be liable for any accident or other event occurring in Facilities during the period of use. A User therefore shall pay close attention to the preservation of any facilities and equipment during the period of use, and take necessary measures for the maintenance of order in the User's event and ensuring safety of visitors on the User's own responsibility.

(i) The User shall appoint the manager responsible for the whole event. The responsible manager shall be stationed at Facilities during the period of use and manage Facilities and the event on his own responsibility. The User shall also appoint the fire prevention officer and strive to prevent fires.

(ii) The User shall store exhibits, devices used, equipment and other items in Facilities on the User's own responsibility and take adequate measures so that those items will not be stolen, lost or otherwise damaged.

(iii) The User shall not be engaged in exhibition, sales, advertising, solicitation or other activities in any place other than Facilities used by the User without the consent of the Company.

(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 no designated contractor system is adopted for the International Exhibition Halls, the User shall arrange all contractors involved in the setup and operation of the event venue (electric contractor, plumbing contractor, security company, cleaning company, etc.) on the User's own.

(vi) 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.

(vii) Users shall ensure that no damage or loss is caused to facilities, equipment, furnishings and other goods in the International Exhibition Halls. The User also shall not make any changes to any facilities and equipment as they are without the consent of the Company.

(3) Notifications to government agencies concerned

Each User shall file all notifications and applications for permission with government agencies concerned (fire station, police station, health center, customs, etc.) as necessary to hold the User's event.

12. Entry to Facilities

When it is necessary for management work such as facility maintenance or inspection, employees of the Company and affiliated companies designated by the Company shall enter Facilities during the period of use after obtaining the prior consent of the relevant User; 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.

13. Restoration and Return

(1) Users shall remove fixtures, etc. installed in Facilities used by them, and restore to the original state and return those Facilities 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 Facilities and restore to the original state and return those Facilities.

(3) If any User fails to restore Facilities to the original state, the Company may deem that the ownership of fixtures, etc. installed in Facilities has been relinquished, and at the expense of the User, dispose of such fixtures, etc. and restore Facilities to the original state in a discretionary manner.

(4) Any User may, when returning Facilities, not request the Company to purchase fixtures, etc. or pay the User compensation for removal, or otherwise make any claim against 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 the User's related parties due to the cancellation of approval for use by the Company under Article 9, paragraph (1) or Article 10, paragraph (1), the Company shall not be liable for any compensation.

(5) The Company shall not be liable in any way for any personal injury, theft or damage to articles, exhibits or other items, or every other accident caused in association with a facility use, unless it is caused by the gross negligence of the Company.

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 any facilities shall be governed by and construed in accordance with the laws and regulations of Japan.

18. Jurisdiction

If a dispute arises in connection with a facility use between any User and the Company, it shall be subject to the exclusive jurisdiction of the Chiba District Court in the first instance as agreed by the Company and the User.

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.

(Applicable as of May 1, 2023)

Makuhari Messe, Inc.

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TEL: 043-296-0001 FAX: 043-296-0529 URL: <https://www.messe.co.jp>

○ Inquiries about and applications for reservations and uses

Sales Section – TEL: 043-296-0515

* Reception hours: From 9:00 a.m. to 5:30 p.m. (excluding Saturday, Sunday and holidays)

○ Inquiries after making applications (including those about invoices and equipment)

Business Operations Section II (in charge of the International Exhibition Halls)

– TEL: 043-296-0602