

EcoPro 2017

International Exhibition on Environment and Energy

Deadline: July 14th, 2017

Please complete and send to "EcoPro Secretariat Office"
E-mail: ecopro-intl@nikkeipr.co.jp

APPLICATION CONTRACT

Please type or print in English using BLOCK LETTERS.

We, the undersigned, hereby make application for exhibit space in EcoPro 2017 and declare that all obligations, right and duties resulting from this application are to be governed by the EcoPro 2017 Exhibition Rules and Regulations set forth by the Organizer, which we have read and to which we have agreed.

Company / Organization:

Address of Head Office:

Country:

TEL:

FAX:

E-mail:

URL: <http://>

Contact Person (pls. fill in the address, if it is different from the above head office)

Name:

Job Title / Dept:

Address:

Name of Representative:

Paid-up Capital:

Date of Establishment:

Number of Employees:

Contents of Your Business (within 40 words):

Description of Your Exhibits (within 20 words):

Space Requirements: To be completed by an authorized representative of the organization applying to exhibit.

Standard Space (more than 9 booths) 1-unit space 9m²(3m×3m): JPY 300,000 (tax excl.)

booth unit(s) × JPY 300,000 = JPY

Standard Booth (up to 8 booths) 1-unit space 9m² (3m×3m): JPY 320,000 (tax excl.)

booth unit(s) × JPY 320,000 = JPY

Please choose the exhibit zone.

General Exhibit Zone Business Matching EXPO

Have you read the "Exhibition Rules"? (MANDATORY)

Yes. I certify that I have read and agree to it.

Contact person in Japan / Representative in Japan (if applicable)

Company:

Name:

TEL:

FAX:

E-mail:

Signature:

Date (mm/dd/yyyy) : / / 2017

Please send us your product catalogue by e-mail to

EcoPro Secretariat Office

c/o Nikkei PR Advertising Co., Ltd. E-mail: ecopro-intl@nikkeipr.co.jp

EcoPro2017 Exhibition Rules

1. Enforcement of Rules

Exhibitors (including co-exhibitors) must abide by the rules and provisions set in the Exhibitor Service Manual/Order Forms (exhibition procedures) that will be presented by the Organizer, Detailed Exhibition Rules and Submission Documents delivered at the Exhibitor Explanation Meeting, its invoices and various documents and emails, etc. which will be presented individually by the Organizer (hereinafter referred to collectively as "Exhibition Rules, etc.") when participating in the "EcoPro" exhibition (including special exhibitions and related events; hereinafter referred to collectively as the "Exhibition"). Each Exhibitor shall have the Exhibition Rules, etc. observed by its related parties, such as its directors, employees, shareholders and capital contributors, as well as its advertising agents serving as exhibition intermediaries, its exhibition space construction-removal service contractors, its commissioned exhibition operation service contractors and parties to any agreement to be concluded on the Exhibition (including any party to which any of such parties re-outsource its service and any party to which any of such re-outsourcing service contractors outsources the service; the above-mentioned directors and such parties to the agreement are hereinafter referred to collectively as "Exhibitor-related Parties" and the Exhibitor and Exhibitor-related Parties are hereinafter referred to collectively as the "Exhibitor, etc."). If the Organizer determines that an Exhibitor, etc. has violated any of these rules, the Organizer has the right to, at any time (including during the move-in and the exhibition period), not accept the application for exhibition participation, including that for participation in the Organizer's future exhibitions, or revoke its approval for participation, as well as to order the removal of, or make change to, booths, exhibits or decorations, or to issue an order to revise or suspend the demonstration procedure, or to suspend the provision of relevant services. The Organizer's decision standard and the reasons for such decision will not be disclosed. Even though the Exhibitor's right for participation is revoked, it shall pay to the Organizer such cancellation fee as is set forth in the section titled [4. Cancellation] contained in these rules. If the Organizer or any of its related parties has incurred damage in an amount exceeding the said cancellation fee, the exhibitor may separately be demanded damage compensation from the Exhibitor or any of its related parties. The Organizer shall not compensate the Exhibitor, etc. for any damage incurred by the former party's non-acceptance of the latter party's exhibition application, or by the revocation of participation, or to the removal of, or changes to, booths, exhibits or decorations, or to the revision or suspension of the exhibition demonstration procedure.

2. Precaution for Exhibiting

- Exhibitors shall be limited to corporations and organizations providing products and/or services that meet the purpose of the exhibition prescribed by the Organizer. The Organizer may withhold the acceptance of the application, or refuse part of the applicant's exhibition or its participation itself if the Organizer determines, according to the participation standards prescribed by it at its own discretion, that an applying company/organization, its product or service is not appropriate for the exhibition (including but not limited to any circumstance falling under any of the following cases).
<<Cases in which the Organizer will withhold the acceptance of the application or refuse part of the applicant's exhibition or its participation itself>>
-Cases where there is any incomplete or false statement on the application form or other documents submitted by the applicant
-Cases where the Organizer determines that the content of the exhibits fails to meet the purpose of this exhibition
-Cases where the Organizer determines that the Exhibitor has infringed upon a third party's rights (intellectual property rights, likeness rights and so forth) or privacy
-Cases where the Organizer anticipates to receive a complaint from other Exhibitors and visitors
-Cases where the Exhibitor itself has legally filed for bankruptcy liquidation proceedings or the Exhibitor is the subject of bankruptcy proceedings filed for by other party
-Cases where the Exhibitor has proved to be an anti-social force as set forth in [10. Exclusion of Anti-Social Forces]
-Cases where the Organizer determines that the Exhibitor is inappropriate
- The Organizer may withhold or refuse the participation of an applicant to the exhibition if the applicant is from any country or city that is on the WHO's list of areas with local transmission of any epidemic disease. An applicant not on such list may be required to submit relevant documents due to the decision of the Organizer.

3. Application for Exhibition and Payment of Exhibition Fee

- The application for exhibition shall be submitted to the Organizer by the Exhibitor by a method specified by the former party. The application shall be deemed to be formally accepted by the Organizer when it sends out, after receiving the application, an "Exhibition Application Acceptance" notice (by e-mail or post) to the Exhibitor. Any Exhibitor who plans to apply for participation in the Exhibition for the first time must submit to the Organizer supporting materials specified by the latter party such as its company brochure and product catalog by a method specified by the Organizer. The Organizer may specify necessary supporting materials separately. The Organizer may, at its sole discretion, withhold or refuse an Exhibitor's application if all supporting materials are not submitted. The Organizer shall not return to Exhibitors the application, supporting materials, and all the documents submitted by them. Exhibitors should retain the copies of such documents as their own records. Exhibitors may entrust any advertising agency approved by the Organizer with providing exhibition intermediary service.
- The Organizer will request that the exhibition fee be paid by the Exhibitor (hereinafter in this section "3-2", unless otherwise stated, the "Advertising Agency" if it provides exhibition intermediary service) after the Exhibitor's application has been formally accepted. The Exhibitor shall remit this fee to the designated bank account by Thursday, August 31, 2017 (The remittance fee shall be paid by the Exhibitor). The Organizer has the right, in its sole discretion, to revoke an Exhibitor's application if the exhibition fee is not remitted by the date designated by the Organizer (The Organizer has the right to do so regardless of whether the Exhibitor [excluding the advertising agency] has remitted the exhibition fee to the applicable advertising agency.)

4. Cancellation

- After the formal acceptance of application, the Exhibitor is not permitted to withdraw or cancel participation unless the cancellation is due to unavoidable circumstances. If all or part of an exhibit is to be withdrawn or cancelled due to circumstances on the part of the Exhibitor (including the advertising agency if it serves as an exhibition intermediary), it (the advertising agency if it serves as exhibition intermediary) shall notify the Organizer of such decision in writing by a method accepted by the latter party and pay the following prescribed cancellation fee.
- Cancellation Fee: From the date which the notification of application acceptance is sent out, the cancellation fee (100% of exhibit space fee) must be paid.
- If the amount of damage to the Organizer or its related parties exceeds the cancellation fee, the excess amount is charged to Exhibitor separately.

5. Allocation of Exhibition Space

- The Exhibitor's space allocation will be determined according to floor plan/configuration arranged by the Organizer, in the Organizer's sole discretion. The Exhibitor does not have the right to select their location and shall accept all determinations made regarding such without objection.
- The Exhibitor is strictly forbidden, for any reason whatsoever, to exchange with, or assign/lease out to, another Exhibitor or a third party all or part of their exhibition space that has been determined by the Organizer or set by booth space allocation draw.
- The Organizer may, in its sole discretion, change the floor plan without obtaining the consent of the Exhibitor if: an instruction or order is issued by the competent police department, fire department, health center or any other authorities, or there is any cancellation of applications for the exhibition.

6. Submission of Order Forms

The Exhibitor shall submit all order forms requested by the Organizer such as those prescribed in the Exhibitor Service Manual/Order Forms by the prescribed date in the prescribed manner. In the event of any delay by the Exhibitor, the Organizer or any of its related parties may not accept the application.

7. Outlines of Rules on Exhibition

- The Exhibitor must be solely corporations or organizations described in the application form and the content of the exhibit shall be as described in the application form. Please note that even their parent companies, subsidiaries, related/affiliated companies, as well as group/partner corporations or organizations, that are not listed in the application form may not be able to exhibit their products and services and their name may not be able to be displayed in the Exhibitor's booth.
- If any changes occur in the corporation/organization itself, or in the content of the exhibit stated in the application form or products and services listed in the documents attached to the application, the Exhibitor must immediately notify the Organizer of such changes in writing by a method specified by the latter party of such changes.

- The manner in which decorations and exhibits are to be moved in and out of the exhibition site as well as the exhibition rules and regulations shall be prescribed in the Exhibitor Service Manual/Order Forms, which the Exhibitor, etc. shall comply with.
- The Exhibitor, etc. is not permitted to engage in any exhibits, advertising, or Spot Sales activity in locations such as aisles, etc. Such activity is to take place only in the Exhibitor's assigned booth space. The Exhibitor shall also refrain from obstructing the activities of neighboring exhibitors. The Organizer will determine, in its sole discretion, the existence/non-existence of such obstruction and the Exhibitor shall accept this determination and abide by any orders issued by the Organizer.
- The Exhibitor, etc. shall refrain from causing harm to, or disturbing other Exhibitors, etc. and visitors, and shall neither use displays with strong light, heat, odor or loud sound, nor present any demonstration causing annoyance to them. If the Organizer determines that any display is causing considerable harm or disturbance to other Exhibitors, etc. and visitors, the Organizer may, in its sole discretion, suspend or change such display as it sees fit, which the Exhibitor shall comply with. Moreover, as dangerous materials are prohibited from being brought into the exhibition hall by local fire prevention regulations, open flames (naked flames), smoke, smoke machines, neon tubes, etc. cannot be used for displays and/or performances.
- Exhibitors, etc. are to strictly observe the venue's fire prevention and safety regulations.
- Exhibitors, etc. may not engage in any acts that are harmful or disturbing to other Exhibitors, etc. and visitors (such as forceful sales practices, solicitation, defamation, interfering with other's marketing activities, etc.) during, before or after the exhibition period. If the Organizer determines that any of the Exhibitors has engaged in any of such acts, the former party has the right to order, at its sole discretion, the exhibit to be suspended or to decide that the future applications for exhibition be declined, with which the Exhibitor shall comply.
- The Organizer shall not be held responsible in any way for business talks held or the content of contracts entered into between Exhibitors and visitors during, before or after the Exhibition.
- The Exhibitor may take photographs and video of its own booth ONLY, after first notifying the Organizer and receiving permission.
- Any Exhibitor planning to sell or serve alcoholic beverages at the exhibition hall needs to notify the Organizer of its plan. The Exhibitor must abstain from selling or serving such beverages to minors or drivers. The Organizer shall not be held responsible in any way for any accident or incident caused by a minor or driver as a result of the Exhibitor's sale or service of alcoholic beverages.
- The Organizer may potentially decide, at its discretion and judgment, to cancel the participation by the Exhibitor, etc. if it has breached any of the rules set forth in the immediately preceding items, or if its exhibition or act is likely to cause other exhibitors, etc. or visitors to lodge a complaint on such exhibition or act, or is likely to bring about any dispute at the exhibition venue, or has actually brought about any complaint or dispute there. In such event, the Exhibitor, etc. shall obey the instruction by the Organizer.

8. Handling of Personal Information

- Exhibitors that acquire personal information through the exhibition must comply with Personal Information Protection Law and other applicable laws. The purpose in which the data is to be used shall be disclosed and given notice. Especially in the event of intending to provide "Personal Information" to a third-party, the Exhibitor must, unless otherwise allowed under such laws, obtain consent from the entity from which the information was acquired.
- Exhibitors must lawfully manage and take appropriate control over "personal information" in accordance with "safe management" as stated by law.
- If Exhibitors are asked by a party from which "Personal Information" is obtained to disclose, revise, add, delete, stop usage of, remove or express a complaint in the usage of personal information acquired through the exhibition, they must take appropriate action as stipulated under the law.
- If any dispute occurs between the Exhibitor and the entity whereby the information was acquired in the usage of personal information acquired through the exhibition, the Exhibitor shall settle the dispute on its own responsibility. The Organizer will assume no responsibility whatsoever with regard to such problems.

9. Damages

- The Organizer shall not be responsible in any way for any damages caused to any Exhibitor or a third party concerning its life, physical well-being or property arising from any case from the use of the exhibition space, printed matter or the Exhibition's official web site by the Exhibitor.
- The Exhibitor, etc. shall make immediate compensation for any damages to the structures or equipment in the exhibition hall and nearby area or to equipment prepared by the Organizer caused by the Exhibitor, etc. regardless of whether such damages are caused by negligence or intent.
- The Organizer clearly disclaims responsibility for any disputes with a third party about the Exhibitor's product or service. The Exhibitor must settle such disputes on its own responsibility and at its expense, and thus hold the Organizer harmless. If the Organizer incurs any loss or damage arising from such disputes, the Exhibitor shall duly and immediately compensate the Organizer.
- The Organizer shall not be liable to compensate the Exhibitor, etc. for any damages that are due to changes in the exhibition period or the suspension of the exhibition, either of which is directly caused by force majeure i.e. terrorism, domestic strife, war, strike, transportation delay, infectious disease, natural disaster or other reason for which the Organizer is not responsible.
- The Organizer shall not compensate Exhibitors, etc. for any damage caused to them due to typographical errors contained in the guide map, website pages and other types of notice and advertisement.
- The Organizer shall not be responsible in any way for any type of damage caused to other Exhibitors, etc. or visitors by the Exhibitor, etc. owing to its act, including without limitation damage to one's life, physical well-being, property, reputation or credibility, during the course of the exhibition period, including the move-in period. Any dispute with other exhibitors, etc. or visitors shall be resolved by the Exhibitor at its sole and own responsibility.

10. Exclusion of Anti-Social Forces

The Exhibitor, etc. shall represent and warrant that they are not currently nor have they in the past been an anti-social force (anti-social force refers to any of the types of persons or organizations specified in Items (i) through (viii) shown below)

- An organization that has been subjected to disposition under the Act on the Control of Organizations Having Committed Indiscriminate Mass Murder, or a person belonging to such organization, or other person having dealings with such organization or person, or an organization that is in the same category as the aforementioned type of organization, or a person belonging to such organization, or other person having dealings with such organization or person;
- A person who has concealed, or is suspected to have concealed, crime proceeds or who has provided or received, or is suspected to have provided or received, crime proceeds, as set forth in the Act on Punishment of Organized Crimes and Control of Crime Proceeds, or other person having dealings with such person;
- An organized crime group as defined in Article 2, Item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members, its related organization and a member of such group or organization;
- An organization or person such as a "sokaiya" racketeer, socially-branded racketeering organization, politically-branded racketeering organization and specially-skilled crime group;
- An organization or person that pursues financial gain through making unreasonable demands with the use of a method based on violence, threat, blackmail and fraud;
- An organization or person that pursues financial gain through making unreasonable demands by hinting at being related to any of the types of persons or organizations specified in items (i) through (v) (hereinafter referred to as "Anti-social Force Entity");
- A corporation and other type of organization whose representative is an anti-social force entity or that is controlled by an anti-social force entity;
- A corporation or organization at which an anti-social force entity serves as director, executive officer, senior officer, corporate auditor, trustee, supervisor or equivalent officer.

11. Other

- The Exhibitor agrees that the Tokyo District Court shall have the exclusive jurisdiction of the first instance regarding any and all disputes that arise concerning the Exhibition Rules, etc.
- If determined necessary by the Organizer, the Organizer may, in its sole discretion, change The Exhibition Rules, etc. at any time without prior notice to the Exhibitor.

12. Visas

- Foreign exhibitors who need a visa must make complete arrangement on their own as the Organizer can neither supply documentation (invitation letter, etc.) nor act as a visa guarantor.
- Exhibitors who cannot exhibit due being unable to obtain an entry visa into Japan, for whatever the reason, shall not have the right to claim, against the Organizer, compensation or a refund for arising damages.