

## Exposition Rules and Regulations

### Terms and Conditions

A company or organization (“Exhibitor”) planning to participate in SEMICON Japan (“Exposition”) shall comply with the terms and condition set forth in the Exhibit Space Application / Contract and the Exhibitor Service Manual. The term “Organizer” specified herein means SEMI JAPAN.

#### *Article1 Exhibit Space Application / Contract and Terms and Conditions for Establishment of Exhibitor Agreement*

##### 1. Application during On-Site Space Selection

- 1) On-site space selection means making applicant selects a booth(s) for the upcoming Exposition during the current Exposition period.
- 2) The applicant shall review the items stated on “Exhibit Space Application / Contract and in the Terms and Condition” provided by Organizer. The applicant needs to sign and place a seal in the specified section and present the form to Organizer. The applicant shall be taking a post equal to the section chief with administrative authorities or above for relevant operations in the company or organization.
- 3) Organizer will review the entries of “Exhibit Space Application / Contract”, and will affix a seal of acceptance on a copy of the Exhibit Space Application / Contract, and hand it to the applicant if the application is acceptable.

The “Exhibitor Agreement” shall be made and entered on the date the applicant signed or registered and placed a seal on the “Application Form” (“Reference Date”).

##### 2. Application after the Exposition

- 1) The applicant shall complete the “SEMICON JAPAN Exhibit Space Application / Contract” available on Organizer’s web site, sign or register and place a seal in the specified section on the printed “Exhibit Space Application/Contract”, and send the form to Organizer. The applicant shall be authorized by their company to take sure an action.
- 2) Organizer will review the “Exhibit Space Application / Contract”, and will affix a seal of acceptance on the corresponding “Exhibit Space Application/Contract”, and will send it back to the applicant if the application is acceptable.

The “Exhibitor Agreement” shall be made and entered on the date Organizer filled in the “Exhibit Space Application/Contract” (“Reference Date”).

*Article 2 Non-Acceptance of Exhibition Application*

Organizer may choose to not accept the Exhibit Space Application/Contract if they determine the Applicant may be inappropriate for the Exposition.

*Article 3 Claim for and Payment of Booth Fee*

1. If the “Exhibit Space Application / Contract” is established based on Article 1 herein, the Exhibitor shall make payments in either of the following methods depending on the time of application.. In case of bank transfer, payments shall be made to the bank account designated by Organizer and the Exhibitor shall cover the money transfer fee. If the payment due date falls on Saturday, Sunday, or national holiday, the payment due date shall be the last business day.
  - 1) If the application is made in “on-site space selection” in the preceding year, the advance money equivalent to a twenty (20) percent of the booth fee shall be paid no later than the 25<sup>th</sup> of April of the current year. The remainder shall be paid in full, until four (4) months prior to the first day of the Exposition.
  - 2) If the application is made prior to the 25<sup>th</sup> March, the advance money equivalent to a twenty (20) percent of the booth fee shall be paid no later than the 25<sup>th</sup> of April. The remainder shall be paid in full up until four (4) months prior to the first day of the Exposition.
  - 3) If the application is made during the period from the 26<sup>th</sup> of March to 25<sup>th</sup> of April, the advance money equivalent to a twenty (20) percent of the booth fee shall be paid no later than the 25<sup>th</sup> of May in the same year. The remainder shall be paid in full up until four (4) months prior to the first day of the Exposition.
  - 4) If the application is made during the period from the 26<sup>th</sup> of April and up until four (4) months prior to the first day of the Exposition, the booth fee shall be paid in full no later than four (4) months prior to the first day of the Exposition. If the period of grace for payment is less than thirty (30) days, payments shall be made no later than the 25<sup>th</sup> day of the following month of the Reference Date.
  - 5) If the application is made four (4) months prior to the first day of the Exposition or later, the booth fee shall be paid in full within thirty (30) days after the conclusion of Exhibitor Agreement. Payments of the booth fee in full shall be made no later than the preceding day of the first day of the Exhibition.
2. If the Exhibitor fails to pay the booth fee in full no later than the payment due date specified in the above Item 1 herein as outlined above, the Organizer may cancel the Exhibit Space Application/Contract on the following day of the payment overdue date and may claim the Cancellation Fee to the Exhibitor in accordance with Article 4 herein.

*Article 4 Cancellation of Exhibitor Agreement and Cancellation Fee*

1. The Exhibit Space Application / Contract may not be cancelled or amended to reduce the number of booths

allotted to the Exhibitor at any time or for any reason.

2. Notwithstanding the conditions of the preceding paragraph, if the Exhibitor desires to cancel the “Exhibit Space Application / Contract “ or to reduce the number of booths due to special circumstances, the Exhibitor shall send in writing a cancellation or booth reduction request with a brief explanation of the reason(s) why the request is being submitted to Organizer. If Organizer approves the cancellation or booth reduction request, the “Exhibit Space Application / Contract” will subject to the payment of the following cancellation fee or the partial cancellation fee depending on the period from the date of cancellation or booth reduction request notice to the first day of the Exposition (“Cancellation Fee” as a whole) to Organizer no later than the date specified by Organizer.
  - 1) If the exhibitor cancels part or all of the “Exhibit Space Application / Contract” after conclusion thereof and if the date of cancellation request notice is the following day of the date three (3) months prior to the first day of the Exposition, or later with or without any payment, the amount equivalent to a hundred (100) percent of the predetermined booth fee shall be paid as the Cancellation Fee. If the period from the date of cancellation request to the first day of the Exposition is more than three (3) months, the amount equivalent to a twenty (20) percent of the predetermined booth fee shall be paid as the Cancellation Fee.
  - 2) If the Exhibitor does not occupy their booth by 17 o’clock of day before the exposition, then the Organizer will regard this as a cancellation of exhibition, and the Exhibitor shall pay the amount equivalent to a hundred (100) percent of the allotted booth fee as the Cancellation Fee.
3. If the Exhibitor already paid all or part of the Booth Fee when the Exhibitor has sent the cancellation request pursuant to the preceding paragraph or at the point the Exhibitor’s cancellation of exhibition is determined, the Cancellation Fee set forth in the preceding paragraph shall be appropriated from the paid Booth Fee and any balance left shall be repaid to the Exhibitor in the way and at the date designated by Organizer.

#### *Article 5 Exhibition Booth Fee*

The Exhibition Booth Fee shall be as specified in the description of the “Exhibition Information”, separately provided by Organizer.

#### *Article 6 Decision of Booth Location*

1. In the case of on-site space selection, the Exhibitor may choose the booth location with the layout drawing determined by Organizer. The order of the Exhibitor’s booth selection shall be determined by Organizer in consideration of the priority point based membership qualification and the actual exhibition results of the past (for the members only.)
2. If the application to the Exposition is made prior to the 25<sup>th</sup> of April, the Exhibitor may choose the booth location from the options presented by Organizer at the time of application from the booths unoccupied.
3. If the application to the Exposition is made after the 26<sup>th</sup> of April, booth location shall be determined by Organizer.

*Article 7 Customs Bond, Protection of Intellectual Property Rights, and Prohibited Matters*

1. Carrying-In of Exhibits of Foreign Make (Including Ornaments)

Organizer may apply all the halls of the Exposition Site as a bonded display area. If the Exposition Site is recognized as a bonded display area, the articles that are produced or manufactured outside of Japan and not completed import clearance procedures may be exhibited as foreign cargo without the import customs clearance.

2. Protection of Exhibits Before Filing in Relation to Intellectual Property Rights

Organizer may apply for the designation by the terms and conditions of any corresponding provision(s) of the following act(s) to the Director-General of the Patent Office. If the designation is accepted, a special treatment set forth in related laws and regulations will be granted to the Exhibitor only for the exhibits that are scheduled to apply for a patent, a utility model, or a trademark among other exhibits. The details of this issue shall be notified to the Exhibitor when the designation is accepted.

- 1) The Patent Act, Article 30
- 2) The Utility Model Act, Article 11
- 3) The Trademark Act, Article 9

3. Prohibited Matters

1) Sublease, Trade, Transfer, Assignment, Exchange, Licensing of Booth(s)

The Exhibitor shall not sublease, trade, assign, exchange, or license any part or all of the exhibition booth(s) to any party, whether or not the party is an Exhibitor or any third party.

2) Exhibition for Purposes of Guiding Visitors to a Different Site

Exhibiting for purposes of guiding visitors of the Exposition to any other site outside the exhibition halls is prohibited.

3) Spot Sales of Exhibit Matters

Spot sale of any exhibit materials other than publication and software products at the Exposition will be prohibited; unless prior approval is given in writing by the Organizer.

4) Nuisances

Exhibitors should not inconvenience other Exhibitors or Visitors and must avoid engaging in prohibited activities, including but not limited to:

- (1) Conducting questionnaires or surveys in the Exposition aisles.
- (2) Creating excessive noise from a speaker or its equivalent.
- (3) Producing light beams, hot fumes, gas, odor, vibration or smoke.
- (4) Acting in a manner that is contrary to socially-accepted norms, public order and morality.
- (5) Collecting "Personal Information" unrelated to the products and services being exhibited.

5) If Organizer judges that any activities, including the exhibit, event, lecture and other acts conducted by the Exhibitor, represent an inconvenience to other Exhibitors or Visitors then the, Organizer may ask for the

activities to be stopped or improved. Failure to do so may result in the immediate cessation of the corresponding act or the immediate pullout of all exhibits, events, and lectures. The Exhibitor is responsible for any cost arising from the measures of “improvement”, “immediate cessation”, or “immediate pullout.” If Organizer bears the cost for implementing these measures, the Exhibitor shall be obliged to repay the cost in full to Organizer.

#### *Article 8 Handling of Joint Exhibition*

If more than two companies or organizations jointly apply for the exhibition, one of the companies or organizations representing among others (“Representing Exhibitor”) shall sign up and separately notify Organizer of the title and the contact information of the joint Exhibitor. Communication from Organizer and sending of the articles for guiding the visitors shall be made to the Representing Exhibitor. Refer to the Exhibitors’ Manual for details.

#### *Article 9 Installation of Exhibits, Booth Decoration and Removal*

1. Exhibits’ move-in to the Exposition Site and the installation of exhibits shall be performed during the period to be notified separately by the Organizer. In this regard, the installation of exhibits in the booth(s) shall be completed no later than the day prior to the first day of the Exposition. If the Exhibitor fails to occupy its own booth(s) by 17:00 on the day prior to the first day of the Exposition, Organizer shall regard it as a cancellation of the Exhibitor Agreement.
2. Booth decoration shall be performed in accordance with the rules of the Exhibitor Service Manual to be sent from Organizer.
3. Any decoration that violates the rules of the Exhibitor Service Manual may be removed.
4. The Exhibitor shall obtain Organizer’s approval without fail before working on move-in, move-out, or relocation of the exhibits during the Exposition.
5. The removal of the exhibits and decorations from the booth(s) shall be completed during the period to be notified by Organizer. Any exhibit remaining after the specified date shall be removed by Organizer at the expense of the Exhibitor.

In addition to the above provisions, the installation and clearance of the exhibits shall conform to the rules of the Exhibitor Service Manual.

#### *Article 10 Handling of Personal Information*

1. The Exhibitor shall abide by the Japanese “Personal Information” Protection Law and applicable laws and regulations in the case of collecting “Personal Information” through the exhibition. In particular, when providing “Personal Information” to any third party, the Exhibitor shall obtain agreement with the identical person without fail.

In the event of dispute between the Exhibitor and the identical person of the “Personal Information,” the corresponding dispute shall be settled through mutual consultation between both the parties hereto, and in no event shall Organizer be liable for the case.

2. Various data associated with the Exhibit Space Application / Contract to the Exposition shall be properly protected and managed by Organizer in accordance with the “SEMI Japan Privacy Policy.” Visit the website at <http://www.semi.org/jp/index.htm> for details.

#### *Article 11 Compensation for Damage*

1. Organizer, for any case, assumes no responsibility whatsoever for any injury or damage to man, goods, and facilities that are attributed to the use or occupancy of booth(s) by the Exhibitor and its employee(s) or agent(s). The Exhibitor shall guarantee the safe use of booth(s) to Organizer at its own risk and shall accept liability for all damages should there be any accident.
2. Organizer shall pay attention to the safety and security of the Exposition at all times during the exhibition period, and the Exhibitor shall take all possible measures for prevention of a theft of exhibit(s) and material(s) and of accidental fire at its own risk.
3. Organizer shall repay the booth fee on a pro-rate basis according to the remaining number of days of exhibition in compensation to unavailability of booth use only if the Exhibitor cancels the Exposition due to any self-responsible reason, which shall cover any and all compensations. However the total compensation is not to exceed the amount in Exhibit Space Application / Contract . In addition, Organizer shall accept no responsibility for any damage caused to the Exhibitor as a result of unanticipated situation(s) such as the occurrence of damage by a direct or indirect natural disaster, or as a result of an order or instruction by any third party, or by acts of God.

#### *Article 12 Postponement and Cancellation of Exhibition*

1. Organizer may postpone or cancel the Exposition when it judges that holding of the Exposition is difficult or impossible due to acts of God or other unavoidable occurrence.
2. Organizer shall not repay the booth fee to the Exhibitor even if the Exposition is postponed or cancelled in accordance with the preceding paragraph.

#### *Article 13 Termination / Cancellation*

1. If an Exhibitor meets any of the following conditions, Organizer may immediately terminate their Exhibitor Agreement without giving any notice or demand or without any indemnification to the Exhibitor.
  - 1) An application to the court against the Exhibitor for seizure, provisional seizure, provisional disposition, public auction or disposition to delinquency of taxes and public charges for the right property or property ownership. The cases of seizure or provisional seizure as a third party obligator are excluded, however.

- 2) Suspension of payment or insolvency.
  - 3) An order of cancellation or suspension of business license by a supervisory agency.
  - 4) If Organizer determines that the Exhibitor or any planned exhibit is inappropriate to the purpose of holding the Exposition, or if the Organizer decides that the Exhibitor's presentation is socially unsound because a civil, a criminal, or an administrative issue that can affect the public confidence of other Exhibitors is concerned, or an illegal or unjustifiable conduct, or criminal offense, or other act is conducted or is likely.
  - 5) In addition to each of the preceding numbered items, if the Exhibitor infringes all fails to adhere to all or part of the "Rules and Regulations" herein or of the Exhibitor Service Manual, and the corresponding defect is not cured within the period specified by Organizer despite any notice or demand from Organizer then the Organizer can remove the exhibitor from the exposition.
2. If Organizer cancels the Exhibitor Agreement based on an Article(s) herein, Organizer shall not be prevented from charging and demanding the Cancellation Fee set forth in Article 4 herein and other damage compensation to the Exhibitor.

*Article 14 Governing Law and Agreement Jurisdiction*

The Exposition Rules and Regulations and the Exhibit Space Application/Contract herein shall be governed by and construed under the laws of Japan, and the district court that exercises jurisdiction over the seat of Organizer's headquarters shall be the court of jurisdiction of first instance for any lawsuit arising based thereon.