

# Rules & Regulations

## Rule compliance

The rules presented here are to be closely followed by all exhibitors and related personnel. Any disputes involving duties and capabilities resulting from these rules are to be resolved in Tokyo district court.

### 1. Items to be displayed

(a) All exhibits are required to be appropriate to the scope and purpose of the event and to have obtained prior approval of the Organizer before being displayed.

(b) Exhibition of the following items is prohibited:

- 1) Items prohibited from import, export or sale as well as narcotic drugs or other items prohibited by law
- 2) Flammable, explosive, or radioactive materials
- 3) Any items infringing or likely to infringe on industrial property rights
- 4) Any item using open fire (expect under prior permission of local fire authorities)
- 5) Items not having obtained the prior consent of the Organizer
- 6) Items under special cautionary advisory from local authorities
- 7) Items likely to conflict with applicable laws and ordinances as well as those contrary to public decency

(c) The Organizer reserves the right to restrict or prohibit exhibition of items other than those indicated in the preceding section if these items are deemed likely to cause a disturbance to normal exhibition operations. The restriction or prohibition may occur both before and during the exhibition.

(d) Regardless of whether the exhibitor application has already been accepted or not before or after acceptance of exhibitor application, if the Organizer becomes aware of the Exhibitor's intent to or actual exhibition of items prohibited in paragraphs (b) and (c) above or any otherwise restricted articles, the Organizer will issue a notice to the Exhibitor. Upon receiving the said notice, the exhibitor will be required to must comply by removing the said items from the said Exhibition or adjusting them to adhere to regulations.

(e)

- 1) In the event that the Exhibitor fails to follow the Organizer's instructions in regard to the preceding paragraph, the said Exhibitor will be is required to promptly immediately pay a penalty at of an amount equivalent to three times the cost of booth rental fees. The Organizer may, as they deem appropriate, remove or deal with as the Organizer deems appropriate the said items on behalf of the Exhibitor at the Exhibitor's expense and the Exhibitor may not hold the Organizer liable for this activity.
- 2) It is understood that the Exhibitor is aware of the items in the preceding section (e) before applying to exhibit at the Exhibition and is therefore prohibited from lodging objection to these items at any time.

### 2. Layout of Booths

The Organizer alone shall determine Booth layout taking into account previous results (such as number of times of participation in the Organizer's Exhibition), number of booths, items to be exhibited, demonstrations, and order in which application is received.

### 3. Exhibition Period and Exhibition Times

[TOKYO]

The exhibition will be held in Tokyo for three days from November 15 to 17, 2006.

The exhibition hours will be from 10:00 to 18:00. (17:00 on final day)

[OSAKA]

The exhibition will be held in Osaka for three days from October 26 to 28, 2006.

The exhibition hours will be from 10:00 to 17:00.

### 4. Space & Booth Rental Fees

(a) The space & booth rental fees are as follows.

[Tokyo Only]

Type A (Package Booth): ¥451,500 per package booth (Approx. 9.0 sq.m, 2.97m x 2.97m)

Type B (Basic Booth): ¥336,000 per basic booth (Approx. 9.0 sq.m, 2.97m x 2.97m)

Space Only (6 or more booths): ¥294,000 per booth

[Osaka Only]

Type A (Package Booth): ¥382,200 per package booth (Approx. 9.0 sq.m, 2.97m x 2.97m)

Type B (Basic Booth): ¥262,500 per basic booth (Approx. 9.0 sq.m, 2.97m x 2.97m)

Space Only (6 or more booths): ¥214,200 per booth

[Tokyo and Osaka]

Type A (Package Booth): ¥661,500 per package booth (Approx. 9.0 sq.m, 2.97m x 2.97m)

Type B (Basic Booth): ¥556,500 per basic booth (Approx. 9.0 sq.m, 2.97m x 2.97m)

Space Only (6 or more booths): ¥508,200 per booth

(When the numbers of booths in Tokyo and Osaka are different, please ask the organizer's office.)

\*A 5% consumption tax is included in the above cost.

(b) Items included in space & booth rental

1. Exhibition space (2.97m(W) x 2.97m(D) x 2.7m(H))
2. Basic amenities: booth (system-panel vinyl back and side walls) as well as electrical work (for a 100v/300w outlet)
3. Posters: 2 posters for PR use (free of charge)
4. Entrance tickets: Japanese entrance ticket/ envelope set (set of 300 per booth)

### 5. Application for Exhibition Space

The manner and time limit of the application period for exhibition as well as the due date and the method of payment of rent are as follows.

#### ★ How to apply

Please fill out all relevant areas of and sign the enclosed application form. Those applying to exhibit for the first time should also submit a company outline and history as well as catalog for all items to be exhibited (or items handled) to the Secretariat. Please be aware that applications from companies whose exhibition items are not deemed appropriate to the Exhibition may be declined.

<Application deadline>

July 14, 2006

\*Please note that the final application deadline is subject to change in relation to remaining number of unsold booths.

<Please send applications to>

US Pavilion Desk

c/o Japan Management Association

3-1-22 Shiba-koen, Minato-ku, Tokyo 105-8522, JAPAN

TEL: (81)3-3434-1988

FAX: (81)3-3434-8076

<Method of Payment>

Invoices are issued upon receipt of formal application. Please make bank transfers to the following bank account. Payment may also be made by cashier's check or international money order. Please be aware that failure to make payment by the payment deadline will result in cancellation. Japanese Yen should be used for all payments.

<Payment due date>

August 18, 2006

<Payment method>

Bank transfer, cashiers check, international money order

<Bank transfer information>

Mizuho Bank

Ginza-cho Branch, Tokyo, Japan

Account Name: JAPAN MANAGEMENT ASSOCIATION GS

Account Number: 0117264 (Current Account)

### 6. Establishment of Exhibition Agreement

A legal agreement to participate in the Exhibition shall become effective between the Organizer and the Exhibitor as of the issuing of an invoice by the Organizer to the Exhibitor for participation fees pursuant to these Rules and Regulations.

### 7. Administration of Exhibits

(a) The Exhibitor is responsible for moving Exhibits in and out as well as administration of all Exhibits. These activities are to be done at the Exhibitor's own risk and expense.

(b) The Organizer declines all responsibility for damage to Exhibits including those caused by natural disaster or unforeseen or uncontrollable circumstance as well as any accident to the Exhibits, except for the cases due to any cause imputable the Organizer.

(c) Please insure all necessary exhibition items both during shipping and usage at the Exhibition.

### 8. "Safety First" Measures, Responsibilities

(a) The Exhibitor must pay the utmost attention in move-in and-out, setting up and removing items, displaying and demonstrating, etc., in order to prevent any accidents, the results of which would be the complete responsibility of the Exhibitor.

(b) The Organizer may order the Exhibitor to discontinue or restrict construction work or order any other measures to prevent accidents, all of which will be at Exhibitor expense.

(c) The Organizer declines all responsibility for the occurrence of accident and/or theft except when due to any cause imputable to the Organizer.

(d) The Exhibitor is cautioned to maintain high safety standards at all times. The results of any accidents caused by falling or loose exhibit items will be the full responsibility of the Exhibitor.

### 9. Change in or Cancellation of Exhibition

(a) The Organizer may change the Exhibition period or cancel the exhibition (thereby dissolving this Agreement) due to natural disaster or any other unforeseen or uncontrollable circumstance.

(b) The Organizer reserves the right to nullify this Agreement or cancel any exhibition content deemed to not foster the achievement of exhibition aims and goals, based on consideration of Exhibition scale, content, and visitor circumstances.

(c) The Organizer will not be responsible for loss or damage to exhibitors or other individuals in the event of (a) or (b) above.

### 10. Cancellation by Exhibitor

(a) No cancellation of the application for exhibition or termination of the Exhibition Agreement by the Exhibitor will be admitted without consent of the Organizer after receiving a "Reason for Agreement Cancellation" including exhibition name, exhibiting company name, name of staff member in charge, date of cancellation, and reason for cancellation.

(b) In the event that the Organizer agrees to any request for release from the Exhibition Agreement the Exhibitor will be liable for all or part of the cost stated in the Agreement in accordance with the following scale:

Cancellation between July 15 and August 18, 2006	-50% of fees
Cancellation between August 19 and September 1, 2006	-90% of fees
Cancellation on or after September 2, 2006	-100% of fees

The time at which intention of cancellation or termination has been declared is judged to be the point of time when such declaration (the "Reason for Agreement Cancellation") reaches the Organizer.

### 11. Immigration Procedures

The Exhibitor shall handle all formalities related to entering Japan independently and the Organizer shall not be responsible for any immigration formalities or related fees involved in obtaining permission for entry. In the event that the Exhibitor cancels the agreement to exhibit due to a rejection of permission for entry into Japan, the Exhibitor will be required to said Exhibitor must pay the Organizer a cancellation fee according to the stipulations of article 10 above.

### 12. Move-in and out periods and Exhibition Hall Information

Move-in and out periods as well as the Exhibition Hall are provided for as follows.

- (a) Move-in (Tokyo)  
November 13 and 14, 2006 09:00-18:00  
Move-in (Osaka)  
October 24, 2006 14:00-17:00 October 25, 2006 09:00-20:00
- (b) Move-out (Tokyo)  
November 17, 2006 17:00-22:00  
Move-out (Osaka)  
October 28, 2006 17:30-21:00  
Any work including the removal of decoration materials must be finished within the period set forth above.
- (c) Basic booth amenities:  
a. Basic Booth  
The Organizer will provide white system-panel vinyl back and sidewalls as basic booth amenities, however additional items such as carpeting, tables, and shelving are the Exhibitor's responsibilities.  
b. Standard Booth Space  
(i) The standard space for one booth is 9 square meters (2.97 meters wide x 2.97 meters deep x 2.7 meters high). This standard measurement is generally used in deciding applied space for multiple booths. However booth size may differ depending upon scale, products, and other conditions.  
(ii) The Organizer will separate exhibitor booths (using white system-panel vinyl back and side walls)  
(iii) There will be no booth separation wall when there is no adjoining booth (as for corner booths, etc.).
- (d) Electrical amenities  
Main electrical connections of 300W capacity (100V/single phase) per 9.0 sq.m. will be provided to each booth by the Organizer. This connection extends to the booth, with a switch installed. The Exhibitor shall pay for any additional connections and wiring work as well as electricity charges.
- (e) Water supply and drainage fixtures  
The Exhibitor shall pay for all plumbing and water related charges.

### 13. Bearing Expenses

- (a) All electrical, telephone, water, and drainage as well as additional invitation card related requirements of the Exhibitor are to be applied for, handled and paid for independently by the Exhibitor.
- (b) The Exhibitor will pay all transportation, moving-in and -out, display, demonstration material, and removal of the Exhibit related expenses incurred as well as expenses resulting from Exhibitor acts and any insurance premium on the Exhibits and the Exhibitor.

### 14. Amendment of Regulations

The Organizer may amend these Regulations and their Rules in the event of unavoidable circumstances. The Exhibitor agrees beforehand to such amendments and to observe those revised regulations after amendment.

### 15. Prohibited Items and Activities

The Exhibitor is prohibited from any of the following:

- (a) Assigning, selling, sub-leasing or offering as a security the position or rights of the Exhibitor, in whole or part, established in the Exhibition Agreement;
- (b) Posting or displaying signboards, notice boards, advertising, etc. inside, outside or around the Hall, except in designated areas. This does not apply when prior consent of the Organizer has been obtained;
- (c) Introducing to the Hall large and heavy items or those which cause other persons annoyance due to lack of cleanliness, odor, etc.;
- (d) Performing acts which are in any way annoying to other exhibitors or cause damage to the Hall or the booth;
- (e) Staying overnight in the booth space;
- (f) Smoking on Hall property outside of designated areas; (As per Japanese law we ask that you do not smoke in booths or non-designated areas.)
- (g) Special sales of products in the booth (POP, wholesale, etc.);
- (h) Any other items or activities specified in these Regulations;

### 16. Termination of Agreement

The Organizer is entitled to terminate the Exhibition Agreement without giving any notice to the Exhibitor in the event of the Exhibitor performing or being subject to one of the following. In case of termination, the Organizer may claim from the Exhibitor compensation for any damages received.

- (a) Failing to pay Rental Fees, in whole or in part;
- (b) Exhibiting prohibited items or failing to comply with Organizer restrictions on exhibition items and activities;
- (c) Attempting to use booths for any purpose other than exhibition at the Exhibition;
- (d) Not utilizing booths;
- (e) Facing provisional seizure or other temporary measures, forced execution or auction, liquidation, bankruptcy, civil rehabilitation, corporate rehabilitation or company dissolution;
- (f) Dishonoring a bill or bank check;
- (g) Being given disposition for failure in payment of public charges;
- (h) Any conditions considerably diminishing the Organizer's credibility;
- (j) Violating these Regulations or Rules;

### 17. Restoration of the Hall to its Original State

In the event that the Exhibition Agreement is terminated due to cancellation, termination, expiration of the term or for whatsoever reason, the Exhibitor must evacuate and return the booth to the Organizer.

- (a) The booth must be restored to its original state.  
In the event the Exhibitor fails to work to restore the booth to this state the Organizer may perform said restoration work at the Exhibitor's expense.
- (b) The Organizer may dispose of anything the Exhibitor leaves behind in the booth after evacuation of the booth.

(c) The Exhibitor, when evacuating the booth, regardless of reason for evacuation, may not claim expenses incurred for booth, fittings, and facilities, refunding of beneficial expenses, removal expenses, removal compensation, or promissory money. In addition, the Exhibitor is not entitled to demand from the Organizer purchase of the fittings and facilities provided in the booth by the Exhibitor at Exhibitor expense.

(d) In the event that the Exhibitor fails to evacuate the booth after termination of the Exhibition Agreement the Exhibitor is required to pay the Organizer breach of agreement penalties equal to triple the amount of daily booth rental fees per day evacuation is delayed as well as the sum equivalent to various expenses incurred by the Organizer due to delayed Exhibitor evacuation.

### 18. Payment of delay related damages

In the event that the Exhibitor is unable to make payment necessary fees incurred at the exhibition according to deadlines determined in this Agreement additional late fees calculated at a yearly interest rate of 14.6% will apply.

### 19. Spot Inspection

(a) The Organizer and related employees are entitled to enter the booth after giving prior notice to the Exhibitor in order to take proper and relevant measures based on necessity of facility maintenance, sanitation, crime or fire prevention as well as rescue or other facility-management related activities. In case of emergency a post-fact report is sufficient if the Organizer does not have adequate time to give said notice.

(b) The Exhibitor must cooperate with the Organizer in the above-mentioned said measures.

### 20. Rules for Exhibition

The Exhibitor must adhere to all regulations set forth by the Exhibitor Manual as well as these Rules and Regulations at all times.

### 21. Constant Presence in Booths

The Exhibitor is required to wear badges as designated by the Organizer and remain present in the booth at all times in order to receive visitors and administer the Exhibits during the Exhibition period. It is important to personally ensure that the booth area is safe at all times.

### 22. Prohibition of Microphones and Sound Volume Regulations

- (a) No explanation may be performed using a microphone. Exceptions may be made at the discretion of the Organizer.
- (b) The sound volume created by audiovisual equipment or exhibited items must be below 60dB at a distance of 2 meters from the perimeter of the booth.
- (c) No live performance of music is allowed in the Exhibition Hall.

### 23. Disposal of Waste

(a) Removal of all waste, refuse materials, and rubbish in and around the booth is the sole responsibility of the Exhibitor. It is especially important to remember that industrial waste materials like plastic, vinyl, metal, carpet, glass, rubber, and oil will not be removed by the Organizer and must be removed by the Exhibitor.

(b) The Exhibitor must pay all charges for the removal of waste or refuse materials that they have left behind upon receiving invoice for said payment in a timely fashion.

### 24. Decoration and Construction Work

- (a) Decorations protruding into other exhibitor space are prohibited.
- (b) No items or signs may be placed on walkways in the Hall.
- (c) All decorations should be below 4.5 meters in height. This does not apply to items receiving special permission from the Organizer.
- (d) No use of the ceiling is allowed for exhibition without consent of the Organizer.
- (e) The Exhibitor will observe all other rules and items as explained by the Organizer at the explanatory meeting.
- (f) The Exhibitor is not entitled to raise any objection against, nor make any claims against the Organizer in the event that the Exhibitor violates any of the provisions of sections 24 (a) to (e) and disregards Organizer notification to correct such violation. In addition, all materials in violation of regulations are to be removed at Exhibitor expense.

### 25. Arbitration

Any dispute arising between the parties hereto in connection with or in relation to this Agreement shall be settled in Tokyo, Japan, in accordance with the commercial Arbitration Rules of the Japan Commercial Arbitration Association. The award given by the arbitrators shall be final and binding upon the parties hereto.

### 26. Jurisdiction for Dispute Resolution

Any dispute arising from these Regulations about rights and duties are to be settled in Tokyo District Court.