



# OLIVE OIL KANSAI 2019

## Exhibition Agreement (出展契約書)

The Applicant (hereinafter referred to as Exhibitor) and Osaka International Business Promotion Center (hereinafter referred to as IBPC-OSAKA) agree with and observe this Exhibition Agreement for **OLIVE OIL KANSAI 2019** (hereinafter referred to as the Exhibition) to be held in the period between Tuesday, May 14, 2019 and Thursday, May 16, 2019 at INTEX-OSAKA, 1-5-102 Nanko-Kita, Suminoe-Ku, Osaka, Japan.

### ■ Article 1- Deadline for Application for Exhibition

(1) Both the application for the Exhibition and the Exhibition Agreement shall take effect when the Applicant submits (including submission by way of transmission via the official website of the Exhibition; hereinafter the same) to IBPC-OSAKA, and IBPC-OSAKA receives from the Applicant the prescribed exhibition application form (which may be the prescribed exhibition application form available on the official website; hereinafter the same) by Friday, March 15, 2019, in which case, the general registration fee shall apply.

(2) If the Applicant submits to IBPC-OSAKA, and IBPC-OSAKA receives from the Applicant, the prescribed exhibition application form by Friday, September 28, 2018, the early bird registration fee shall apply as the exhibition fee; provided, however, that, if the Applicant fails to complete payment of the full amount of the exhibition fee by the due date stipulated in Article 2-(5) below, the early bird registration fee shall not be applicable but the general registration fee shall apply.

(3) If the Applicant who has never participated in the Olive Oil Kansai Exhibitions (excluding the said Exhibition 2019) organized in the past by IBPC-OSAKA submits an application to IBPC-OSAKA, and IBPC-OSAKA receives from the Applicant, the prescribed exhibition application form by Friday, March 15, 2019, the first-time exhibitor registration fee shall apply; however, it shall apply to only the first ten applicants whose exhibition application forms are received by IBPC-OSAKA.

(4) IBPC-OSAKA shall send the Applicant the official acknowledgement of the exhibition application to advise that the application for the size of the exhibition space (set forth in Article 4) has been accepted and that approval for a Co-exhibitor or Co-exhibitors and the exhibitor's presentation (set forth in Articles 8 and 9, respectively) have been granted (if applicable) by email.

### ■ Article 2 - Exhibition Fees

(1) The unit price for each booth type and size covered by the general registration fee, the early bird registration fee, and the first-time exhibitor registration fee shall be as printed on the exhibition application forms.

(2) Those included in each fee set forth in the preceding Paragraph shall be as listed in the terms and conditions of the Exhibition.

(3) The exhibitor's presentation fee for each booth type shall be as printed on the exhibition application forms.

(4) IBPC-OSAKA shall send the Applicant an invoice for the exhibition fee, which shall be calculated based on the size of the exhibition space allocated as stipulated in Article 4 and whether approval for a Co-exhibitor or Co-exhibitors and the exhibitor's presentation have been granted as stipulated in Articles 8 and 9 (if applicable), by email.

(5) The Applicant shall pay the exhibition fee required by IBPC-OSAKA to the prescribed IBPC-OSAKA's bank account by the due date specified in the invoice or the date specified in Article 3-(2), whichever comes first.

### ■ Article 3 - Exhibition Fee Payment

(1) The Applicant shall make payment to IBPC-OSAKA's bank account based on the invoice sent by IBPC-OSAKA as set forth in Article 2-(4) by the date specified in Article 2-(5).

Bank name: **The Senshu Ikeda Bank, Ltd.**

Branch name: **Head Office**

Account number: **35152**

Account name: **Osaka International Business Promotion Center**

Swift code: **BIKEJPJS**

Bank Address: **18-14, Chayamachi, Kita-ku, Osaka, 530-0013 JAPAN**

(2) Payment deadline:

① Deadline for payment of early bird registration fee: Friday, October 31, 2018

② Deadline for payment of general registration fee: Friday, March 29, 2019

③ Deadline for payment of first-time exhibitor registration fee: Friday, March 29, 2019

(3) Payment Method: **Payment shall be made in Japanese yen and the bank transfer charge is to be paid by the Applicant.**

### ■ Article 4 - Exhibition Size and the Location

The size of the exhibition space shall be determined by IBPC-OSAKA through booth adjustment based on the number of booths applied for by the Applicant, and notified the Applicant with the official acknowledgement, by email. IBPC-OSAKA shall notify the Applicant of the size and the location of the exhibition space after the booth allocation is determined. The Applicant shall have no right to object to, nor to request change of the size and the location of the

exhibition space determined by IBPC-OSAKA (The size and location of the exhibition space are hereinafter referred to as the "Exhibition Space".)

### ■ Article 5 - Completion of the Exhibition Agreement and Usufructuary Right to Exhibition Space

The Exhibition Agreement shall take effect from the date when IBPC-OSAKA notifies the Applicant of its acceptance by sending the official acknowledgement of the exhibition application by email as stipulated in Article 1-(4). The Applicant shall have the usufructuary right to the Exhibition Space as an exhibitor (hereinafter referred to as Exhibitor) from the date when IBPC-OSAKA confirms the full payment of the exhibition fee by the Applicant, by the due date stipulated in Article 2-(5). In cases where the Applicant makes a written request for cancellation of the exhibition application after having paid the exhibition fee and IBPC-OSAKA approves it or where the Applicant fails to pay the exhibition fee by the due date stipulated in Article 2-(5) or the Applicant's payment is not in accordance with IBPC-OSAKA's

invoice, the Exhibition Agreement shall be deemed cancelled without any declaration of intent and the Applicant shall be deemed not to have obtained the usufructuary right to the Exhibition Space. In this case, IBPC-OSAKA shall not refund any fees already received, regardless of the reason.

### ■ Article 6 - Period of Usufructuary Right to Exhibition Space

The Exhibitor may use the Exhibition Space for the exhibition period between Tuesday, May 14 2019 and Thursday, May 16, 2019 and the move-in/move-out period assigned before and after the exhibition period by IBPC-OSAKA; provided, that the Exhibitor shall lose its usufructuary right once the Exhibitor is deemed by IBPC-OSAKA to have restored the Exhibition Space to its original condition as stipulated in Article 19 prior to the expiration of said period.

### ■ Article 7 - Prohibition of Assignment of Exhibition Space

The Exhibitor may neither hypothecate, assign, sublet or make available for use by any third party, nor exchange with another Exhibitor, all or any part of the Exhibition Space, whether for consideration or otherwise; provided, however, that, if the Exhibitor files a prior written notification and receives approval from IBPC-OSAKA in advance, a Co-exhibitor or Represented Exhibitor may be allowed to use a part of the Exhibition Space.

### ■ Article 8 - Co-Exhibitor

(1) The Exhibitor (excluding those to whom the first-time exhibitor registration fee shall apply) may use the Exhibition Space allocated thereto jointly with a Co-exhibitor or Co-exhibitors (up to 2 Co-exhibitors) or allow a Co-exhibitor or Co-exhibitors to use a part of such Exhibition Space if it indicates the name of such Co-exhibitor on the prescribed exhibition application form it submits to IBPC-OSAKA and IBPC-OSAKA approves it; provided, however, that even in such a case, the Exhibitor shall nonetheless use the Exhibition Space itself and may not allow the Co-exhibitor exclusive use of all of the Exhibition Space.

(2) In the case set forth in the main clause of the preceding Paragraph, the Exhibitor shall be fully responsible for any acts committed by the Co-exhibitor(s), deeming any acts committed the Co-exhibitor(s) as acts committed by the Exhibitor.

### ■ Article 9 - Presentation

Only the first four applicants (excluding those to whom the first-time exhibitor registration fee shall apply) whose exhibition application forms are received by IBPC-OSAKA may make a 45-minute presentation if such applicants indicate their wish to make a presentation on the prescribed exhibition application form they submit to IBPC-OSAKA and IBPC-OSAKA approves it. In such case, each Applicant shall obtain prior approval for the contents of the presentation from IBPC-OSAKA and follow IBPC-OSAKA's instructions regarding matters such as a place or method of the presentation.

### ■ Article 10- Cancellation or Modification of Exhibition Agreement

(1) The Exhibitor may not cancel or modify any part of this Exhibition Agreement, except the case in which IBPC-OSAKA exceptionally approves the cancellation or modification after receipt of written requests from the Exhibitor. In case of cancellation, IBPC-OSAKA shall not be required to refund any amount of fees already received, regardless of the reason. Provided further that even if such modification gives rise to a reduction of the amount of fees already received, shall not be required to refund any such fees.

(2) If any of the following events should occur with the Exhibitor, IBPC-OSAKA may cancel or modify the Exhibition Agreement without any prior notification. In this case, IBPC-OSAKA shall not be required to refund any amount of fees already received, regardless of the reason, or shall not be liable for any resultant damage which may be incurred by the Exhibitor (including the Co-exhibitor(s) and other internal exhibitors).

1) If the Exhibitor is deemed likely to contradict the purpose of the Exhibition.

2) If the Exhibitor is deemed likely to disturb public order or offend good morals.

- 3) If the Exhibitor is deemed likely to cause trouble or material inconvenience to other Exhibitors.
  - 4) If the Exhibitor is deemed likely to cause damage to the venue building, or equipment and facilities installed therein.
  - 5) If the Exhibitor is deemed as a crime syndicate, a member of a crime syndicate, an affiliate of a crime syndicate, a corporate extortionist, a social activist, etc. (collectively referred to as "antisocial forces"), or if it is deemed that the Exhibitor is not fit to the Exhibition.
  - 6) If any misrepresentation is discovered in the application form for the Exhibition.
  - 7) If IBPC-OSAKA withhold their consent to any changes in the Exhibitor's statements included in the application form for the Exhibition.
  - 8) If the Exhibitor breaches any of the provisions of this Exhibition Agreement, the "Exhibitors Manual" or any other regulations established by IBPC-OSAKA or otherwise fails to comply with IBPC-OSAKA's instructions.
  - 9) If any of the foregoing events occurs with the Co-exhibitor or Represented Exhibitor
    - 10) If the Exhibitor is otherwise deemed to constitute a hindrance to the management and operation of the Exhibition.
- (3) If the Exhibition Agreement is cancelled during the fair period, the Exhibitor shall cancel all exhibition actions and follow IBPC-OSAKA's instructions to restore the Exhibition Space to its original condition immediately at the Exhibitor's expense as stipulated in Article 19.

#### ■ Article 11 – Damages

If IBPC-OSAKA suffers any damage due to the fact that the Exhibitor falls under any of the items of Article 10-(2) and the Exhibition is cancelled due to reasons set forth in the said items, IBPC-OSAKA may claim damages against the Exhibitor.

#### ■ Article 12- Change of Schedule and Cancellation of Exhibition

- (1) IBPC-OSAKA may change the dates of the fair period or cancel the holding of the Exhibition altogether due to any cause not attributable to its fault including natural disasters and acts of God.
- (2) In the event of any change to the dates of the Exhibition under the preceding Paragraph, IBPC-OSAKA may modify this Exhibition Agreement without prior notice. The Exhibitor may not cancel or modify this Exhibition Agreement by reason of such modification. IBPC-OSAKA shall not be liable for any resultant loss or damage which may be incurred by the Exhibitor (including the Co-exhibitor(s) and other internal exhibitors) because of such modification.
- (3) In the event of the cancellation of the Exhibition under Paragraph (1), IBPC-OSAKA may cancel this Exhibition Agreement without prior notice, and shall not be liable for any resultant loss or damage that may be incurred by the Exhibitor (including the Co-exhibitor(s) and other internal exhibitors) because of such cancellation.

#### ■ Article 13 - Organizer's Care and Exemption from Liability

- (1) IBPC-OSAKA shall exercise its due care for the management, maintenance, protection and preservation of the entire exhibition hall and the exhibits contained therein during the Exhibition period as well as the move in / move out periods, and there by endeavor to achieve smooth operation of the fair. In so doing, IBPC-OSAKA may request the Exhibitor to suspend or restrict move in, move out or Exhibition of exhibits and demonstrations, and to take any other necessary measures. In such cases, the Exhibitor shall immediately take the necessary measures.
- (2) If the Exhibitor fails to take such measures promptly as requested under the preceding Paragraph, IBPC-OSAKA shall be entitled to take any measures deemed necessary at the Exhibitor's expense. In such a case, IBPC-OSAKA shall not be liable for any resultant loss or damage that may be incurred by the Exhibitor (including the Co-exhibitor(s) and other internal exhibitors).
- (3) IBPC-OSAKA shall not be liable for any loss or damage arising from any damage caused to, or theft of, the Exhibitor's (including the Co-exhibitor(s) and other internal exhibitors) exhibits, booth display or other items due to any cause not attributable to its fault including natural disasters and acts of God.

#### ■ Article 14 - Exhibitor's Care

- (1) The Exhibitor shall, on its own responsibility and cost, exercise its due care for the proper management of its exhibits, booth display and other such items during the Exhibition period as well as the move-in/move-out periods (including import/export). In the course of move-in, move-out and exhibition of the exhibits, and of their demonstration, the Exhibitor shall endeavor to contribute to the smooth operation of the fair in accordance with the provisions of this Exhibition Agreement, "Exhibitors Manual", and other regulations established separately by IBPC-OSAKA.
- (2) The Exhibitor shall be liable for any loss or damage inflicted on IBPC-OSAKA or any third parties caused by the negligence of the Exhibitor or any of its agents or representatives.
- (3) The provisions of Paragraphs (1) and (2) relating to the liabilities of the Exhibitor shall be mutatis mutandis applied to the liabilities of the Co-exhibitor or Represented Exhibitor
- (4) The Exhibitor shall be jointly and severally liable with the Co-exhibitor or Represented Exhibitor with respect to the liabilities of the Co-exhibitor or Represented Exhibitor under Paragraphs (1) and (2) as mutatis mutandis applied by the immediately preceding Paragraph.

#### ■ Article 15 - Exhibits

- (1) The Exhibitor may exhibit only such articles as designated in "Terms and Conditions" and approved as such by IBPC-OSAKA beforehand.
- (2) If the Exhibitor exhibits any article in violation of the preceding Paragraph, IBPC-OSAKA may require the Exhibitor to remove said article immediately at the Exhibitor's expense. In such a case, the Exhibitor shall immediately remove the article in question from its exhibits.
- (3) If the Exhibitor fails to remove the article immediately as required under the terms of the preceding Paragraph, IBPC-OSAKA shall be entitled to remove said article from the exhibits, and take other measures deemed appropriate by IBPC-OSAKA at the Exhibitor's expense. In such a case, the Exhibitor (including the Co-exhibitor(s) and other internal exhibitors) may not place any demand or raise any objection against any such measure, and IBPC-OSAKA shall not be liable for any resultant loss or damage that may be incurred by the Exhibitor (including the Co-exhibitor(s) and other internal exhibitors).

#### ■ Article 16 - Fees Payable for Use of Facilities

- (1) When the Exhibitor finds it necessary to use the facilities and services provided by IBPC-OSAKA, the Exhibitor shall go through the formalities prescribed in the "Exhibitors Manual" separately established by IBPC-OSAKA and pay the prescribed fee by the prescribed due date.
- (2) The Exhibitor shall apply for and be liable for the payment of the fees and any other necessary procedures for the Co-exhibitor or Represented Exhibitor's use of the facilities and services provided by IBPC-OSAKA.

#### ■ Article 17 - Booth Display

- (1) The Exhibitor shall, on its own responsibility and at its own cost, execute decorative work within the Exhibition Space.
- (2) In executing said decorative work, the Exhibitor shall abide by the relevant provisions of the "Exhibitors Manual" established separately by IBPC-OSAKA.
- (3) If the Exhibitor executes booth display in violation of the preceding Paragraph, IBPC-OSAKA may require the Exhibitor to move out work immediately to repair or rectify same at the Exhibitor's expense. In such a case, the Exhibitor shall immediately implement repairs or rectification to the decor in question.
- (4) If the Exhibitor fails to move out repair work or rectification immediately as required under the preceding Paragraph, IBPC-OSAKA shall be entitled to repair or rectify said booth display, and take all other measures deemed appropriate by IBPC-OSAKA at the Exhibitor's expense. IBPC-OSAKA shall not be liable for any resultant loss or damage that may be incurred by the Exhibitor (including the Co-exhibitor(s) and other internal exhibitors).

#### ■ Article 18 - On-the-Spot Inspections

- (1) When it is necessary for the security, fire or crime prevention, or other matters relating to the venue administration and operation, IBPC-OSAKA or its representative may enter the Exhibition Space, inspect the Exhibition Space and take any measures deemed appropriate by IBPC-OSAKA after giving prior notice to the Exhibitor; provided that in the case of an emergency where IBPC-OSAKA cannot give prior notice to the Exhibitor, IBPC-OSAKA may move out such inspection and report same to the Exhibitor immediately afterward.
- (2) In the situation stipulated in the preceding Paragraph, the Exhibitor shall cooperate for the measures taken by IBPC-OSAKA.

#### ■ Article 19 - Restoration to Original Condition

- (1) The Exhibitor shall return the Exhibition Space to IBPC-OSAKA after removing all exhibits, booth display and all other fixtures and equipment set up by the Exhibitor within the Exhibition Space at its own expense, and restore the Exhibition Space to its original condition (these acts are hereinafter referred to as "Restoration to Original Condition") by this Exhibition Agreement has terminated upon the expiration of the period of usufructuary rights to the Exhibition Space.
- (2) If the Exhibition Agreement is cancelled in accordance with the provisions of Article 10 or Article 12 during the fair period, the Exhibitor shall execute Restoration to Original Condition pursuant to the preceding Paragraph.
- (3) When the Exhibitor fails to execute Restoration to Original Condition pursuant to the preceding Paragraph (1) and (2), the Exhibitor shall be deemed to have waived its rights of ownership to any and all exhibits, decor and other articles found in the Exhibition Space, and IBPC-OSAKA may dispose of any such article as it sees fit at the Exhibitor's expense. The Exhibitor (including the Co-exhibitor(s) and other internal exhibitors) may not make any demand nor raise any objection in connection therewith.
- (4) When executing Restoration to Original Condition of the Exhibition Space, the Exhibitor (including the Co-exhibitor(s) and other internal exhibitors) may not petition for the purchase of any of its exhibits, decor and other articles, demand payment of eviction compensation, any of the transfer fee, neither make any other claim whatsoever to IBPC-OSAKA.

#### ■ Article 20 - Prohibited Acts

- The Exhibitor may not be allowed to any of the following acts:
- (1) The sale of exhibits on the spot (excluding books concerning exhibited articles or to the extent otherwise approved by IBPC-OSAKA.)
  - (2) The display of exhibits, execution of booth display, or engagement in advertising such as distribution of catalogs at any site within the venue other than the allocated Exhibition Space, except to the extent otherwise approved by IBPC-OSAKA beforehand.
  - (3) Any act that may cause trouble to other exhibitors, visitors or IBPC-OSAKA.
  - (4) Any act that may cause damage to the venue building, facilities or site including the Exhibition Space.

(5) Any act that may assign or transfer own exhibiting right and obligation under this Exhibition Agreement.

(6) Any act prohibited in this Exhibition Agreement, "Exhibitors Manual" or other regulations established separately by IBPC-OSAKA.

■ **Article 21 - Observance of Regulations**

The Exhibitor shall observe the provisions laid out in this Exhibition Agreement, "Terms & Conditions", "Exhibitors Manual" or other regulations established separately by IBPC-OSAKA. IBPC-OSAKA may, under compelling circumstances, modify any of these regulations. The Exhibitor hereby agrees to such modification beforehand, and undertakes to observe the modified regulations.

■ **Article 22 - Compensation**

When the Exhibitor damages other exhibitor's display booth or person, the administration facilities of IBPC-OSAKA, venue of facilities, and/or visitor, the compensation will be the responsibility of the Exhibitor. IBPC-OSAKA will not assume any responsibility.

■ **Article 23 - Deliberation**

(1) The governing language of this Exhibition Agreement shall be Japanese. In case of discrepancies between the Japanese version of this Exhibition Agreement and any translation, the Japanese version shall prevail.

(2) Matters not stipulated in this Exhibition Agreement shall be handled in accordance with the provisions of the "Exhibitors Manual" and other regulations established separately by IBPC-OSAKA. If other matters not provided for herein or therein or ambiguities are found, same shall be resolved in accordance with the decision of IBPC-OSAKA.

(3) This Exhibition Agreement shall be governed by and construed in accordance with the laws of Japan.

■ **Article 24 - Jurisdiction**

Both parties hereto agree that the Osaka District Court shall have jurisdiction over any litigation between the parties arising from this Exhibition Agreement. In the case of such proceedings, all provisions shall be interpreted on the basis of the Japanese language version of this Exhibition Agreement, and shall be governed by and construed in accordance with the laws of Japan.