

Terms of the Exhibition Agreement

1. Exhibition Application and Agreement

An exhibitor who wishes to exhibit at the Tokyo Marathon EXPO 2027 (the "EXPO") may, on the condition that it agrees to comply with the terms set forth in this Exhibition Agreement (this "Exhibition Agreement"), submit an application form in accordance with the procedures set forth in such application form. The organizer of the EXPO (the "Organizer") will examine the application and issue an "Exhibition Confirmation Notice" and "Invoice" only to those applicants whose items for the exhibition satisfy the objectives of the EXPO. The Exhibition Agreement between the Organizer and the exhibitor shall come into effect upon receipt of this "Exhibition Confirmation Notice" by the exhibitor.

2. Payment of Exhibition Fees

The exhibitor shall complete payment of the exhibition fees by the deadline shown on the "Invoice." If the payment of exhibition fees cannot be confirmed by the designated deadline, the Exhibition Agreement may be canceled. If an exhibition is being financed through a national or local government grant, exhibition fees shall be paid prior to the EXPO even if such grant may not be provided until after the EXPO.

3. Change in or Cancellation of Exhibition

A cancellation of or any changes to the exhibition space for which an application was made (hereinafter referred to as the "Booth"), shall be made by submitting to the Organizer a written notification setting forth the reasons for such changes or cancellation. In the event of any changes or cancellations after confirmation of the exhibition, cancellation fees shall apply if the Organizer receives notification during the periods outlined below:

(1) From the date of Exhibition Confirmation until the Exhibitors Meeting (November 25): 50% of exhibitor fees.

(2) Beginning the date of the Exhibitors Meeting (November 26): 100% of exhibitor fees.

If an exhibitor has not paid the above amount by the date of the cancellation notification, such exhibitor shall pay such amount immediately.

4. Invitation Guarantee

Under no circumstances shall the Organizer issue an Invitation Guarantee or Letter of Reasons for Invitation in the format stipulated by the Japanese Ministry of Foreign Affairs.

5. Prohibition on Subleasing of Booths

Exhibitors and applicants are prohibited from subleasing, selling, exchanging or transferring any contracted Booths without obtaining written consent from the Organizer.

6. Decisions Regarding Location of Booths and Stock Spaces

The final decision regarding locations of Booths and Stock Spaces shall be determined at the discretion of the Organizer with consideration to the number of Booths and content of the exhibitions, etc.

7. How to Use the Booths

(1) All advertising and sales activities must be conducted inside the Booth. Exhibitors may not use aisles or any other space outside of their booths for advertising activities. Exhibitors are responsible for ensuring that the aisles near their booths are not crowded due to promotional activities.

(2) Exhibitors agree that they will not set up their Booths in ways that obstruct adjacent Booths. If there are complaints from any adjacent Booths, the Organizer will determine whether changes to any of the Booths are necessary for the proper operation of the EXPO. Should the Organizer find that certain changes to the Booths are warranted, exhibitors shall comply with any requests from the Organizer to make the necessary changes.

(3) The height of the decorations is to be kept within the dimensions outlined in the "Exhibition Manual" which will be provided by the Organizer. Under no circumstances shall the decorations protrude from the allocated floor space. The "Exhibition Manual" is planned to be provided at the Exhibitors' Meeting.

(4) The Organizer reserves the right to limit any exhibitions which is considered problematic due to noise, operating methods, materials used, or any other reasons. The Organizer also reserves the right to prohibit or remove any exhibits if, from the perspective of the Organizer, any such exhibits do not meet the objectives of the EXPO. This right may be extended to people, objects, behaviors, printed materials and anything else which the Organizer may find problematic.

(5) Exhibitors shall bear all costs and expenses relating to the limitations or removal of exhibitions mentioned in Paragraph (4) above. Furthermore, no exhibitors shall be allowed to bring a claim against the Organizer for any losses and/or damages that result from such changes and/or limitations.

(6) Exhibitors must strictly adhere to all disaster prevention and safety regulations and administrative guidance applicable to the exhibition venue.

8. Exhibition Items and Requirements

(1) Exhibition items are limited to those items set forth in the "Exhibition Requirements." However, any exhibition items that are determined to be inappropriate by the Organizer will not be allowed to be exhibited even if they otherwise meet the requirements.

(2) Should the Organizer determine that any exhibitor is in breach of the requirements as set forth above, the Organizer reserves the right to demand removal of the relevant exhibition item. In the event the exhibitor refuses to comply with such removal instruction given by the Organizer, the Exhibition Agreement may be terminated.

9. Warranty

Exhibitors warrant that none of the printed materials and other media of products displayed or used in connection with any of the exhibition items at the EXPO and other associated exhibition items do not infringe trademark rights, design rights, patent rights, utility model rights or other intellectual property rights of any third party.

10. Management of Exhibition Items and Responsibility of Exhibitors

The Organizer will employ security guards and make the utmost effort to manage and protect the exhibitions and to prevent accidents, but exhibitors are responsible for managing their own exhibitions. The Organizer shall not be held liable for any losses and/or damages of any sort whatsoever incurred by any exhibitors.

11. Exhibition Placement and Removal

(1) The delivery and placement of exhibitions in the venue are to be carried out within the allocated time outlined in the "Exhibition Manual" which will be provided by the Organizer at a later date. Placement of exhibitions within the Booths must be completed by the time specified by the schedule set by the Tokyo Marathon EXPO Office. If any exhibitor does not occupy its Booth by 9 p.m. on the day prior to the opening day of the EXPO (March 3, 2027) the Organizer will deem the Exhibit Agreement to have been terminated. The Organizer shall have the right to use such Booth in ways it considers appropriate. Under such circumstances, the Organizer shall not refund the exhibition fees.

(2) Exhibitors must obtain permission from the Organizer before delivering, moving or carrying any of the exhibition items in and out of the venue during the EXPO.

(3) Exhibition items and decorations within the Booths must be removed by the time specified by the schedule set by the Tokyo Marathon EXPO Office. Any materials not removed by that time shall be deemed abandoned and it shall be removed by the Organizer. The cost of removal shall be borne by the exhibitor.

(4) If any exhibitor wishes to conduct work at times different from what are stated in the "Exhibition Manual," prior notification to the Tokyo Marathon EXPO Office is required. In such cases, an overtime fee will be charged for any work conducted outside the schedule times. However, there is a limit to the time available for work.

12. Termination

(1) The Organizer may terminate its contract with any exhibitors after an "Exhibition Confirmation Notice" has been issued, if any of the following events occurs:

i. There is a violation of Clause 7 (How to Use the Booths) or Clause 8 (Exhibition Items and Requirements) of the Exhibition Agreements and necessary steps are not taken to rectify the situation as directed by the Organizer.

ii. A determination by a judicial body has been made or an advisory guidance from relevant governmental authority has been made which confirms that an exhibition item is in violation of Clause 9, the Warranty provision, of the Exhibition Agreement.

iii. Other situations in which an exhibitor may be determined to pose grave threat to the proper and smooth operation of the EXPO.

iv. An exhibitor is subject to suspension of banking privileges due to dishonored checks or bills.

v. A petition for provisional seizure, provisional injunction, compulsory execution, auction, special liquidation, bankruptcy, civil rehabilitation, corporate reorganization or other similar petition has been filed.

vi. It is determined that an exhibitor is an organized crime group or an organized crime affiliated group, or such exhibitor has a relationship with such groups or any other anti-social forces, or such exhibitor has used such anti-social forces for the exhibitor's advantage.

(2) In the event the Organizer notifies its termination of the Exhibition Agreement due to the above Paragraph, exhibitors must agree to the following terms without objection:

i. If notification is made during the EXPO, the exhibitor must, at its own expense, immediately remove the exhibition items and return the Booth to its original state, in accordance with the instructions of the Organizer.

ii. The exhibitor shall be prohibited from bringing any claims for damages or liabilities against the Organizer in connection with the termination of this Exhibition Agreement.

iii. The exhibitor shall hold harmless and indemnify the Organizer for any liabilities of the Organizer that arise in connection with the exhibitor's breach which led to the termination of the Exhibition Agreement.

iv. In the event a third party brings a claim for damages or liabilities against the Organizer as a result of an exhibitor's refusal to comply with the termination of the Exhibition Agreement, such exhibitor shall indemnify the Organizer for all court costs and liabilities.

(3) If an exhibitor falls under any of the items in Paragraph (1) of this Clause, regardless of before or after the termination of the Exhibition Agreement, the Organizer reserves the right to delete coverage related to the exhibitor in the venue notices and official brochure published by the Organizer.

13. Indemnification

(1) The exhibitor shall hold harmless and indemnify the Organizer for all liabilities of any kind that relate to damages to the equipment at the venue or the building in which the EXPO is held, or injuries caused to people, resulting from any negligent acts of the exhibitor or its agent, or any other causes.

(2) The exhibitor agrees to indemnify the Organizer for all court costs, liabilities (including legal fees), necessary expenses and losses arising from lawsuits relating to the following claims:

i. If a lawsuit is filed against the Organizer (includes cases in which an exhibitor is also named as a defendant) because an exhibitor's exhibition at the EXPO is in violation of trademark rights, design rights, patent rights, utility model rights or other intellectual property rights of third parties.

ii. If, due to a lawsuit in "I," the Organizer is held liable for damages pursuant to a decision made by a court or through settlement, regardless of whether such settlement is made in or out of court. (The Organizer shall not be restrained by the exhibitor in a settlement.)

14. Cancellation of the EXPO

The Organizer may be forced to cancel or postpone the holding of the EXPO or shorten its duration due to natural disasters, such as earthquakes, fires, and other inevitable circumstances. In the event of a cancellation, no refund for exhibition fees, including fees for the Booths, shall be made.

15. Compliance with the Exhibition Agreement

The exhibitor acknowledges that series of regulations provided by the Organizer shall become a part of this Exhibition Agreement and agrees to comply with all of the terms of the Exhibition Agreement. The exhibitor also acknowledges that all terms of the Exhibition Agreement and regulations set forth by the Organizer are intended to protect the interests of the EXPO, and that it agrees to cooperate in the protection of such interests.

16. Acquiring Visas

If an overseas exhibitor requires a visa, it shall be the responsibility of such exhibitor to prepare the necessary documents, including an Invitation Guarantee or a Letter of Reasons for Invitation, and to follow the procedures for acquiring a visa. In preparing such documents, the Organizer shall not provide any documents other than the "Exhibition Confirmation Notice." Furthermore, the Organizer shall not be held liable for any damages whatsoever resulting from an exhibitor's inability to participate in the EXPO due to a visa not being issued by the Japanese Embassy or Consulate.

17. Jurisdictional Court

Any disputes arising in connection with this Exhibition Agreement shall be settled in the Tokyo District Court.

18. Governing Law

The governing law of this Exhibition Agreement shall be the Law of Japan.

19. Language of Use

The language used in this Exhibition Agreement shall be Japanese in the case of exhibitors that are companies located in Japan, but it shall be English for all other cases.

20. Miscellaneous

The Organizer will take photographs to document the exhibition (including exhibitors and exhibited products). Please note that the photographs taken may be used by the Organizer.

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