

**FISH (Fukuoka International Startup Hub) - Terms and Conditions of Participation in Event**

**1. DEFINITIONS.**

The term "Event" means FISH(Fukuoka International Startup Hub) scheduled to be held 31<sup>th</sup> January – 1<sup>st</sup> February 2017 (the "Event Dates") at Fukuoka International Congress Center, Fukuoka Japan (the "Event Facility"). The Event is owned, managed and produced by NANO OPT Media, Inc. ("NOM"). The term "Organizer" means NOM and its officers, directors, agents, affiliates, representatives, employees, successors and assigns. The terms "Exhibitor" or "Partner" means the company or person listed on the facing page, together with its officers, directors, shareholders, contractors, agents, representatives, employees and/or invitees, as applicable.

**2. ACCEPTANCE BY ORGANIZER.**

Exhibitor's / Partner's participation in the Event is subject to NOM's approval. No contract is created until NOM countersigns the Application. NOM may withdraw its acceptance at any time by refunding the Total Fee paid if NOM determines that Exhibitor or its product(s) or service(s) are ineligible or the Event Facility cannot provide the space applied for by Exhibitor. NOM makes no representation or warranties of any kind, express or implied, regarding the Event including the number of persons who will attend the Event.

**3. CANCELLATION OR TERMINATION.**

**a. Cancellation by NOM.** NOM may cancel all or any part of the Event for any reason beyond its reasonable control, including but not limited to, natural or public disaster, act of God, acts of terrorism, venue construction, insufficient participation, market fluctuations, government regulation, or similar reasons, without any liability to Exhibitor. A change in the name of the Event does not constitute a cancellation by NOM.

**b. Termination by Exhibitor.** When cancelled by Partners/Exhibitors' reason, FULL AMOUNT (100%) of the cancellation charge will apply on and after turn in an application.

**c. Termination by Organizer.** NOM reserves the right to terminate this Agreement immediately by written notice to Exhibitor in the event of breach or anticipatory breach by Exhibitor of any of the terms and conditions set forth herein, in any addendum hereto or in the manual including failure to make any payment when due under the terms of this Agreement or when the applied booth(s) is not occupied by 8am on 31<sup>st</sup> January, (for 4 booths or over by 8pm 30<sup>th</sup> January.) NOM is expressly authorized (but has no obligation) to occupy or dispose of any space vacated or made available by reason of action taken under this paragraph in such manner as it may deem best, and without releasing Exhibitor from any liability hereunder.

**4. ASSIGNMENT AND USE OF SPACE.**

**a. Benefits and License Grant.** NOM will provide exhibit space (the "Space") at the Event for Exhibitor to display its qualified products and services (the "Exhibit"). The Total Fee includes use of the Space and any other benefits as specified in the Application or in the Exhibitor Services Manual as amended from time to time (the "Manual"). Exhibitor grants to Organizer the right to use Exhibitor's name and logo in connection with the promotion and production of the Event. Exhibitor may use the Event name before and during the Event solely to promote its participation in the Event and solely in compliance with any guidelines furnished by NOM.

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**b. Space Assignment, Use, Installation, Occupancy, and Dismantling.** NOM will assign the Space, and may reassign the Space or alter Event layout or venue at any time for any reason. The Space is for Exhibitor's use only. Exhibitor may not share, sell, assign, sublease or charge admission for entry into any portion of the Space (including to an affiliated company) without NOM's prior written consent. Exhibitor must fully occupy the Space, and must provide displays, equipment, carpeting, etc., unless NOM specifies otherwise. Any Exhibits supplied by Exhibitor must be constructed safely using sound engineering practices, and must be installed before, occupied during, and dismantled after the Event in accordance with NOM's schedule. Exhibitor's activities must be confined within the Space, and must be in support of products or services directly related to Exhibitor's normal business activities. NOM may refuse permission to exhibit any products or services NOM deems objectionable or unsuitable for the Event. At the Event, Exhibitor may not exchange goods or money except for books directly related to Exhibitor's normal business activities without NOM's prior written consent, nor assist any other party in soliciting business without NOM's prior written consent.

**c. Own Risk.** Exhibitor has sole responsibility for any loss of its equipment or proprietary information, or any other loss including any subrogation claims by its insurer. Persons visiting, viewing, or otherwise participating in Exhibitor's Space are deemed the invitees or licensees of Exhibitor and not of Organizer.

**d. Third-Party Contractors.** NOM may require Exhibitor to use designated third-party contractors to provide certain services ("Required Contractors"), and Exhibitor must then use only the Required Contractors for such services. Notwithstanding such designation, Required Contractors and third-party vendors listed in the Manual act solely as independent contractors, and Organizer is not responsible for their performance, acts, or omissions.

### 5. COMPLIANCE WITH LAWS AND RULES/INSURANCE.

**a. Laws and Rules.** Exhibitor must comply with all applicable laws, regulations, and ordinances in connection with its participation in the Event, including but not limited to rules of the venue and any relevant labor union, construction of the Exhibit in compliance with the local disabilities act, the terms, conditions, and rules issued by NOM from time to time in connection with the Event. Exhibitor's conduct and the use of names and lists captured at the Event or provided by Organizer, are subject to guidelines set forth in the Manual.

**b. Third Party Proprietary Rights.** Exhibitor will not violate any proprietary rights of third parties in connection with its participation in the Event, including but not limited to the performance, distribution, or posting of copyrighted material without a license, assignment, or other legally effective permission.

**c. Taxes and Licenses.** Exhibitor is solely responsible for obtaining any licenses and permits, and payment of all taxes (including sales and use taxes), license fees, or other charges applicable to its participation in the Event, including taxes collected by Organizer.

**d. Insurance.** Exhibitor shall be required to secure, at its own expense and risk, adequate insurance coverage against any and all casualties provided in Section 7 below.

### 6. NOM MATERIALS.

The Manual and any other methodologies or planning materials distributed to Exhibitor related to the planning or execution of the Event ("NOM Materials") are owned exclusively by and are confidential information of NOM. NOM

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grants to Exhibitor a nontransferable, nonexclusive license, on an "AS IS" basis, to use such NOM Materials solely in connection with Exhibitor's participation in the Event. Exhibitor is responsible for obtaining the Manual from NOM. Upon completion of the Event or earlier termination of this Agreement, Exhibitor must promptly return the NOM Materials to NOM upon NOM's written request. Exhibitor may use but may not sell lists of Event exhibitors or attendees without NOM's prior written permission.

### **7. LIMITATION OF LIABILITY; INDEMNITY.**

**a.** Under no circumstances Organizer or the Event Facility (collectively, the "Event Providers") is liable for lost profits or other indirect, incidental, consequential, or exemplary damages for any of their acts or omissions in connection with the Event, whether or not such Event Provider has been apprised of the possibility of such damages or lost profits. In no event will Organizer's liability hereunder, or otherwise in connection with the Event, exceed the amount actually paid to it by Exhibitor for the Space. Organizer is not liable for any errors in any listing or descriptions or for omitting Exhibitor from the Event show guide or other materials; provided that Organizer shall correct such errors or omissions immediately after any of them is known to Organizer.

**b.** None of the Event Providers are liable to Exhibitor for any damage, loss, harm, or injury to the person, property, or business of Exhibitor, or any of its visitors, officers, agents, employees, or other representatives, resulting from theft, fire, earthquake, water, unavailability of the venue or intermediate staging facilities, insufficient participation, accident, or any other reason in connection with the Event or any planning meetings, demonstrations, or staging's, except to the extent such liability arises directly from the willful misconduct of the Event Provider against whom liability is sought to be assessed.

**c.** Exhibitor agrees to defend, indemnify, and hold harmless the Event Providers and those lawfully in the venue from and against any claim, loss, liability, or damage suffered due to (i) Exhibitor's construction or maintenance of an Exhibit, and/or (ii) the negligence or misconduct of Exhibitor or its agents or Exhibitor's breach of any commitment made hereunder.

**d.** Exhibitor acknowledges and agrees that the terms and conditions of this Agreement are subject and subordinate to the terms and conditions of Organizer's agreement with the owner or administrator of the venue at which the Event is held.

### **8. PERSONAL INFORMATION PROTECTION**

**a.** Personal Information obtained from Exhibitor through Application and Contract for Exhibit Space is to be used for the purpose to deliver announcements of the following events, conferences and the related marketing services. NOM will not disclose registered personal information to a third party without the consent of Exhibitor.

**b.** NOM may have firms or groups selected by NOM manage the above personal information for the purpose declined by the above clause. In that case, NOM supervises firms or groups to treat personal information properly.

### **9. RELEASE.**

Exhibitor acknowledges that the Event may be recorded and reproduced in any form (including but not limited to digital formats), and hereby authorizes Organizer and its designees to record, transcribe, modify, reproduce, publicly perform, display, distribute, redistribute, and transmit in any form and for any purpose any such recording of the

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Event, and agrees to execute any additional release presented by Organizer, its licensees, or permittees, in connection with such activity or to give effect to this provision. Exhibitor agrees that Organizer may, and hereby irrevocably grants to Organizer the right to, use and publish Exhibitor's name as part of any full or partial list or compilation of Event participants. Exhibitor hereby releases Organizer and its designees from and waives all claims it or its employees or agents may possess, now or in the future, in connection with all activities contemplated by this paragraph 8, and waives any statutory restriction on waivers of future claims or moral rights.

### **10. MISCELLANEOUS.**

When countersigned by NOM, this contract will constitute the entire agreement between Exhibitor and Organizer concerning its subject matter, and may only be modified in a writing signed by the parties. Organizer's rights under this contract are not deemed waived except as specifically stated in writing and signed by an authorized representative. If any term of this contract is declared invalid or unenforceable, the remainder continues in full force and effect. Organizer may assign this contract or its responsibilities to any other party. Any action arising out of this contract or the Event must be brought in Tokyo, and governed by Japan law, exclusive of the choice of law rules of any jurisdiction, and Exhibitor consents to venue and jurisdiction in Tokyo, and waives any right to claim such venue or jurisdiction is not convenient. Organizer is entitled to recover reasonable attorneys' fees and costs in any action to enforce this Agreement. Exhibitor may not assign this Agreement to any other party, including a successor in interest in the event of a merger or sale of assets, without the prior written consent of Organizer, in which event Exhibitor must guarantee performance of the assigned obligations. This Agreement is binding upon the permitted heirs, successors, and assigns of Exhibitor FISH.