

Terms and Conditions

Introduction

The program's purpose is to support companies that have innovative products / technologies and to help them expand to the Japanese market and collaborate with Japanese companies, universities, etc. For this purpose, in the three fields of Health Tech, Factory Tech and Travel Tech, Japanese local governments participating in this program, namely Hokkaido Pref., Miyagi Pref., Mie Pref., Kyoto Pref., Kyoto City, Fukuoka Pref., Kitakyushu City and Fukuoka City ("Partners") will gather leading Japanese corporations in each region to have business meetings with the Participants.

The program is organized by Ministry of Economy, Trade and Industry (METI) and Japan External Trade Organization (JETRO). ("Organizers").

The program consists of two events. The first is a pitch event for Partners, and the second is business matching with Japanese companies, universities, etc.

The duration of the program is from November 2021 to March 2022.

Eligible Participant

- Companies or startups that provide innovative products / technologies in the fields of Health Tech, Factory Tech and Travel Tech.
- Applicants shall be interested in doing business in Japan or collaborating with Japanese companies, universities, etc.
- Participants will be selected by Partners and Organizers. The terms of the screening process or reasons for rejection shall not be disclosed.
- Organizers reserves the right to verify eligibility and to adjudicate on any dispute at any time.

What Participants shall do

- For a pitch event, Participants shall submit a video presentation about their business and send it to JETRO.
- Participant shall also attend the business matching with Japanese companies, universities, etc.

To enter the Program, you must do the following:

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- (FOR APPLICANTS) provide information requested in the online application form (<https://www.jetro.go.jp/form5/pub/jaf/rbc2021>);
(FOR PARTICIPANTS) and submit a video presentation after Applicants are selected as Participants
- SUBMISSION PER APPLICANT AND PER COMPANY. If multiple Applicants represent or purport to represent the same company in their Submissions, only the Submission that is received first by the Organizer will be considered; all other Submissions referring to such company will be disqualified.
- Confirm that the terminal environment, status of Internet line and application regarding the Participant's PC, web camera, microphone, speakers, and etc. satisfy the environment (hereinafter referred to as "Setting Environment") including the settings of the application designated by JETRO (hereinafter referred to as "Designated Application");
** If the Setting Environment is not satisfied, the Program may not be continued successfully, because of the reason, for example, the video or sound may be interrupted or stopped. In this case, JETRO will not respond to any technical inquiry about the Setting Environment.*
- In addition to the provisions of each of the preceding paragraphs, the Participant shall comply with the following items and JETRO's instructions in relation to receiving the Program.
 - Access URLs, IDs, passwords, etc., of the Program shall not be disclosed to any third party unless otherwise instructed by JETRO.
 - To prevent unauthorized access, the Participant shall enter the name (full name) at the time of the applying to the Program so that JETRO may identify the account of Participant.
 - The Participant shall not disclose the confidential information without the prior approval from the information provider in writing or in electromagnetic means.

Intellectual Property

- No pre-existing intellectual property rights ("Intellectual Property Rights") of the parties shall be transferred under these Terms. Intellectual Property Rights means any and all rights in any patents, trademarks, service marks, registered designs, applications (and rights to apply for any of those rights), trade, business and company names, internet domain names and email addresses, copyrights, database rights, know-how, trade

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secrets, rights in designs and inventions; rights under license, consent, orders, statute; and other similar rights or obligations whether registerable or not in any country.

- Participant retains all Intellectual Property Rights to all documents, information, items and materials it provides to Organizers and Partners ("Participant Materials"). Participant acknowledges and agrees that materials it supplies to Organizers and Partners may be used by Organizers and Partners for evaluating Participant's performance and in internal communications.
- Organizers and Partners shall retain all Intellectual Property Rights to the Program materials. Participant may use the program materials for the sole purpose of participating in the program. Program material refers to any documents, information, items and materials in any form, which are provided by Organizers and Partners to Participant in connection with the program.
- With respect to the Program, the copyright in the Contents belongs to the copyright holder such as JETRO, the program participants, etc. (hereinafter collectively referred to as "Copyright Holder").
- The Participant shall not, for any reason, reproduce (including but not limited to capturing still images, etc. as well as making a visual and sound recording; the same shall apply hereinafter), present via an on-screen presentation, transmit to the public (including but not limited to making available to be transmitted; the same shall apply hereinafter), publicly exhibit, distribute, transfer, rent out, adapt, translate, exploit a derivative work of, etc. the Contents. Should a breach of this Agreement occur, JETRO shall immediately discontinue the performance of the Program, in whole or in part.
- Reproduction, presenting via an on-screen transmission, transmission to the public, public exhibition, distribution, transfer, renting out, adaptation, translation, exploiting a derivative work, etc. of the Contents without the consent of the Copyright Holder is an act of infringement and such infringer thereof may be held criminally liable. These acts also violate the privacy rights, portrait rights, etc. of the Service Provider.
- The Participant shall agree that JETRO will publish the results of the Program (including, but not limited to, questionnaire results from Participants) at its sole discretion. Participant shall not exercise any moral rights with respect thereto.

Reference Rights and Publicity

In case Participant is selected to the program, both Participant, Organizers and Partners may use Participant's participation in the program as a reference. The parties acknowledge that only public information of the program may be disclosed as part of such reference.

Participant understands that its team members and their activities in the program might be

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photographed and recorded, and that Organizers, Partners, media, or other third parties may use and publish such photo and video footage.

Confidentiality

- Each party undertakes to maintain in confidence any Confidential Information (“Confidential information”) received in any form from the other party, and not to disclose such information or materials to a third party or to use Confidential Information of the other party for purposes unrelated to the program.
- Confidential Information means any information and materials in any form that have been marked confidential or that are to be considered trade secrets or otherwise confidential information of a party, including technical, commercial and financial information.
- The receiving party shall grant access to the Confidential Information to only those of its employees, representatives, subcontractors and advisors to whom such access is necessary for the purposes of the program. The receiving party shall ensure that these persons are bound by a non-disclosure obligation equivalent to obligations set forth in these Terms. Upon the written request by the disclosing party, the receiving party shall return to the disclosing party all Confidential Information of the disclosing party and any copies thereof, or where instructed by the disclosing party, destroy any copies thereof. The non-disclosure obligation is effective as of the disclosure of the Confidential Information and remains effective for a period of 3 years after the end of the program.

Participant Guarantees that:

- It has used its best efforts to ensure the accuracy of the Participant Materials.
- It has all necessary rights to disclose and submit the Participant Materials to Partners and Organizers for the purposes of the program.
- The disclosure and submission of the Participant Materials do not breach any contract or obligation between Participant and a third party.
- The Deliverables do not infringe the Intellectual Property Rights of third parties.
- The Participant Materials do not contain any viruses, Trojan horses, worms, harmful code or any other elements that are malicious or damaged.

Waiver of Liabilities

- Information provided through the Program is not guaranteed to be accurate, complete, fit for purpose or up to date, and therefore, such information shall be accepted or rejected at the sole discretion and responsibility of the Participant. JETRO shall not be liable to the Participant in any way, even in the event of any disadvantage to the

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Participant in connection with the information provided by the Program.

- JETRO will not guarantee the operational stability of the Designated Application in the Program. The Program may become unavailable, interrupted, or unable to provide complete video or sound, or cause a failure or trouble in the PC or other devices or related applications, due to problems of the Designated Application, connection conditions, Participant's Setting Environment, or other reasons. JETRO shall not be liable to Participant in any way whatsoever in the event of any disadvantage to Participant arising out of or in connection with the case above.
- JETRO shall bear no responsibility or liability for any loss or damage arising out of or in connection with the case that the expectations of the Participant for the Program (program contents including business negotiations, results) are not met.
- JETRO will have the right to change the date, time, and contents of the supply of the Services, discontinue the supply of the Program in whole or in part without notice or discontinue the participation of the Participant in the event that any of the following items applies. JETRO shall not be liable to the Participant in any way whatsoever in the event of any disadvantage to the Participant arising out of or in connection with the case above.
 - In the event that any act of God, terrorism, war, political insecurity, restrictions on entry into the country, infectious diseases, labor disputes, or other force majeure events occur;
 - With or without a good reason, when a business partner cancels or postpones all or part of the program,
 - In the event that there is or is likely to be a trouble with the system, etc. specified in the preceding paragraph;
 - In the event that the Participant's situation has changed, such as a deviation from the Conditions of Program Participation provided in article 5.
 - In addition to the preceding item, in the event that the Participant breaches any instructions or conditions provided by JETRO, or agreements with JETRO;
 - In the event that there is a risk of security, etc. in the terminal environment of the Participant's PC, etc., the status of Internet lines and applications;
 - In the event that the Participant is found to be substantially involved in anti-social forces;
 - In the event that the Participant commits or is suspected of committing an act that violates laws and regulations of Japan or other countries/territories, or that violates no laws or regulations but is significantly dishonest or that violates public order or morality; and
 - In the event that JETRO determines that it is appropriate in addition to the provisions

of the preceding items.

- JETRO will make best effort to comply with the security standards as set forth in JETRO's Personal Information Protection Rules and take appropriate precautions to prevent damage to systems that establish web conferences for the Designated Applications and internet lines, etc. from computer virus infections, unauthorized access, and cracking, etc. (hereinafter referred to as "System Intrusion, etc.").
- Notwithstanding the provisions of the preceding paragraph, JETRO shall not assume any responsibility to the Participant in excess of the obligation as set forth in the preceding paragraph, even if leakage of corporate information, personal information or other information occurs due to the System Intrusion, etc.
- In addition to the provisions of the preceding paragraphs, JETRO shall not be liable to Participant for any damage whatsoever caused to the Participant arising out of or in connection with the Participant's applying to the Program or JETRO's providing the Program.

Severability of the Clauses

If one of the clauses in these Terms is declared null or unenforceable, in whole or in part, by virtue of any provision of applicable law, such clause shall be considered void, and such nullity or unenforceability shall not affect the other clauses herein.

Governing law and disputes

These Terms shall be governed by and construed in accordance with the laws of Japan. Any dispute, controversy or claim arising out of or relating to these Terms, or the breach, termination or validity thereof shall primarily be settled through negotiation between the parties.

If the matter cannot be resolved amicably, it shall be finally settled by arbitration in accordance with the rules of procedure of The Japan Commercial Arbitration Association. The place of the arbitration shall be Tokyo, Japan.

Interpretation and Enforcement of the Terms and Conditions

JETRO shall have full responsibility in the interpretation and enforcement of these Terms and Conditions and reserves the right to make changes or additions, as JETRO deems necessary for the proper conduct of the Program.

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Ministry of Economy, Trade and Industry (METI)

Japan External Trade Organization (JETRO)