

GENERAL TERMS AND CONDITIONS OF PARTICIPATION JETRO BIZMATCH@CEATEC JAPAN 2007

- 1. Organizer:** Japan External Trade Organization (“**JETRO**”)
- 2. Application Procedure:** Any person who desires to participate in JETRO BIZMATCH@CEATEC JAPAN 2007 (“**Applicant**”) and agrees to these General Terms and Conditions may apply for participation therein by submitting an application form and other necessary documents (“**Application Documents**”) to the nearest JETRO office, as instructed in the informational materials, no later than July 20th, 2007 (“**Application Deadline**”).
- 3. Qualification:** Applicants must satisfy the application requirements set forth in the informational materials. If an Applicant, through their own fault, fails to submit all of the Application Documents by the Application Deadline or if the application or Application Documents are found to be false, JETRO may reject such application or withdraw their acceptance if such fact is discovered after the Applicant has been accepted. An Applicant shall not object to any such action taken by JETRO. An Applicant shall promptly respond in good faith to any inquiries or requests by JETRO for submission of additional information with regard to their application or Application Documents.
- 4. Fees:** JETRO shall provide the Services set forth in Paragraph 7 without charge. Any other costs, including accommodation and transportation expenses, shall be borne by each participant in the JETRO BIZMATCH@CEATEC JAPAN 2007 (“**Participant**”).
- 5. Selection:** JETRO shall select Participants in a fair manner at its own discretion based upon the examination of Application Documents. JETRO shall notify each Applicant of the results by no later than early August. An Applicant may not request that JETRO disclose the reasons for its selection or rejection.
- 6. Cancellation:** The Participant shall not cancel its participation after being accepted. If the Participant cancels its participation due to an unavoidable reason, the Participant shall promptly notify JETRO of such reason. The Participant shall indemnify JETRO for any damage incurred by JETRO due to such cancellation. JETRO shall not be liable to the Participant for any damages (including indirect damages) that may arise from any such cancellation.
- 7. Services:** JETRO shall (i) arrange business meetings (“**Meeting Arrangement**”) from October 2nd to October 4th, 2007 during JETRO BIZMATCH@CEATEC JAPAN 2007 for each Participant and (ii) provide a dedicated booth (“**Meeting Space**”). Meeting Space is equipped with walls, a table, four chairs, LAN Internet access, and electricity outlets.
- 8. Meeting Arrangement:** JETRO and coordinators delegated by JETRO (“**Coordinator**”) shall provide the Meeting Arrangement set forth in Paragraph 7 (i) above. If JETRO or the Coordinator requests that the Participant disclose information necessary for the Meeting Arrangement, the Participant shall promptly provide such information.
- 9. Change of Meeting Arrangement:** The Participant shall not change the dates of the Meeting Arrangement after the details thereof have been determined. If the Participant desires to change the Meeting Arrangement due to an unavoidable reason, the Participant shall promptly notify JETRO thereof specifying the reason therefor. JETRO shall have no obligation to accept the requested change and the Participant shall not object to the rejection by JETRO. The Participant shall indemnify JETRO for any damages incurred by JETRO due to such change. The Participant agrees that JETRO may cancel the meeting if the Participant or another party to the meeting is late for, or absent from, the Meeting Arrangement.
- 10. Follow-up survey:** Each Participant shall provide JETRO with a meeting survey in the form designated by JETRO on the date the Services are provided. Each Participant shall provide JETRO with a progress survey in the form designated by JETRO within four (4) months after the completion of the Services.
- 11. Assignment:** The Participant may not assign its right to receive the Services to any third party.
- 12. Discharge:** JETRO shall not be liable to the Participant for any damages (including indirect damages) that may arise from the provision of the Services or the contents or results of the Meeting Arrangement. The Participant acknowledges that if JETRO is unable to hold JETRO BIZMATCH@CEATEC JAPAN 2007 due to a *Force Majeure* including, without limitation, a natural disaster such as an earthquake, a governmental order, enactment, change, or abolition of law, the provision of all or part of the Services may be cancelled. In such case, the Participant agrees that all of the Services provided by JETRO shall be deemed completed. If the Participant incurs any damages due to such cancellation, or if the Participant suffers or is the victim of an accident, theft or injury caused by another participant, another party to the meeting or any other person, whether due to willful misconduct or negligence, the Participant shall not make any monetary claim against JETRO for any such damages, and JETRO shall have no obligations including, without limitation, monetary, indemnification or compensation obligations with respect to any such damages.
- 13. Compliance with Schedule:** Participants shall comply with the schedule as set forth in the informational materials and arrangements, made by JETRO and announced to the Participants after the date hereof. JETRO shall not be liable for any fees or costs incurred by the Participants in connection with their failure to comply with this paragraph.
- 14. Compliance with Laws:** The undersigned hereby acknowledges and agrees not to provide JETRO, any agent of JETRO, any coordinator designated by JETRO or any person or entity participating in, or otherwise connected with, JETRO BIZMATCH@CEATEC JAPAN 2007, any information that is not publicly available or otherwise permitted to be disclosed to any party under any applicable law or regulation including, without limitation, the Economic Espionage Act of 1996 of the United States of America. The undersigned further agrees to comply with all applicable laws and regulations in connection with their application to and participation in JETRO BIZMATCH@CEATEC JAPAN 2007. The undersigned agrees to indemnify JETRO for any liability that may incur from the undersigned’s noncompliance with this paragraph.
- 15. No Agency:** The undersigned hereby acknowledges and agrees that the Coordinator described in the JETRO BIZMATCH@CEATEC JAPAN 2007 informational materials and who may approach the undersigned is not and shall not be deemed to be a representative or agent of JETRO or any other party entitled to any right and/or authority to represent JETRO or to enter into any contract or agreement by which JETRO is bound.
- 16. Governing Law:** These General Terms and Conditions shall be governed by Japanese law.
- 17. Amendment to these General Terms and Conditions:** JETRO may amend these General Terms and Conditions without prior notice to Applicants or Participants and it shall only be necessary to notify Applicants and Participants of the amended terms and conditions by e-mail or fax after any such amendment has been completed.
- 18. Japanese Standard Time:** All dates and deadlines set forth in these General Terms and Conditions refer to Japanese Standard Time, provided, however, that the application procedure set forth in Paragraph 2 shall be subject to the standard time of the location of the JETRO office to which an Applicant applies.