

# Rules & Regulations for "Invitation Program for JETRO Zone within Green Device 2009" (as of May 2009)

## 1. Objective

Under the "JETRO invitation program for promoting foreign direct investment in Japan", (the "Program") JETRO helps non-Japanese companies participate in specialized trade fairs, thereby giving participating companies opportunities to seek Japanese partners with which to establish business in Japan.

## 2. Invitation Program

The Program provides exhibiting opportunities to the non-Japanese companies at JETRO Zone within Green Device 2009 (the "Fair"), which will be held from October 28, 2009 to October 30, 2009 at Pacifico Yokohama in Kanagawa, Japan.

**The duration of the Program is six days (from October 26, 2009 to October 31, 2009).**

## 3. Program Application

To apply for participation in the Program, companies (hereafter the "Applicant") must complete, sign and return the INVITATION PROGRAM FOR JETRO ZONE AT GREEN DEVICE 2009 APPLICATION FORM and these RULES & REGULATIONS (the "Application") by June 12, 2009 to their nearest JETRO office. The following are required to be an official invitee (hereafter the "Participant") in the Program: (a) timely submission of completed Application (and related materials), (b) successful passing of the JETRO screening process and (c) submission of all other materials required for participation in the Program, including the following three documents, which will be sent to successful Applicants along with an invitation letter and must be signed by the Applicant company's CEO or a board member:

- Application for JETRO Service
- Confirmation Note (if applicable)
- Invitee Commitment Letter

\*JETRO reserves the right to accept or reject any application at its sole discretion.

## 4. Terms and Conditions for Participation in the Program

- The Applicant warrants that it:
  - Does not have subsidiary companies, branch offices or representative offices in Japan.
  - Has a bona fide interest in investing in Japan, or is currently seeking Japanese partners to establish business in Japan.
  - Shall only exhibit its products in the JETRO Zone
  - Shall send at least one booth attendant, who will be available for the duration of the Fair, be knowledgeable about the items exhibited, and have authority to conduct business and negotiate on behalf of the Participant.
  - Shall prepare and furnish its exhibit booth with products and samples, catalogues and business cards as are appropriate for the Fair.
  - Shall obtain prior consent to participate in the program if the Applicant has a business partner in Japan, such as a distributor or a sole agent which requires such consent be obtained.
  - Shall give approval to JETRO, to allow JETRO to include the Applicant in a list of companies that have used JETRO services.
  - Shall comply with these Rules & Regulations, Japanese laws and regulations, and all rules stipulated by the organizer of the Fair (the "Fair Organizer").

(2) Category of exhibits:

**New lighting** : LEDs, OLEDs, etc

**[Devices]** LEDs, OLEDs and other lighting devices and units

**[Components and materials]** LED chip modules, substrate materials, resists, encapsulation materials, polarization and reflecting sheets, optical films, heat-resistant and heat-radiating materials, phosphors, OLED materials, drive ICs, controllers, etc.

**[Manufacturing/test equipment]** CVD systems,

sputtering systems, vacuum deposition systems, epitaxial growth systems, laser annealing systems, etching systems, dicing machines, packaging systems, bonding equipment, wash systems, transport systems, measurement instruments (brightness, color, hue), inspection systems for appearance, surface defects, etc.

**New energy** : Solar cells, fuel cells, waste heat utilization, etc.

**[Devices]** Solar cells and modules, fuel cell systems  
**[Components and materials]** Silicon ingots and wafers, substrate materials, target materials, inverters, converters, electrodes, catalysts, etc.

**[Manufacturing/test equipment]** Ingot manufacturing systems, CVD systems, sputtering systems, vacuum deposition systems, epitaxial growth systems, laser annealing systems, slicing machines, cutting machines, electrode forming systems, cell evaluation and inspection systems, measurement and inspection systems for appearance / surface defects, other measurement and inspection systems, hydrogen generation and storage systems, gas sensors (hydrogen, etc.), etc.

**Energy conservation** : Rechargeable batteries, power semiconductors, superconducting power transmission technology, low-power displays, and other low-power electronic devices

## 5. Fees and Costs

(1) JETRO will provide the Participant the following services at JETRO's sole expense:

- Booth space
- Packaged booth stand (3m-by-3m = 9m2) with basic equipment and decorations
- An interpreter to work exclusively with the Participant
- A round-trip, economy class airline ticket via the most direct route between the closest airport to the Participant's home and Narita International Airport. (1 person per Participant)
- Program-related transportation within Japan during the Program duration (1 person per Participant)
- Hotel accommodations in Japan during the Program duration (1 person per Participant)
- JETRO Zone exhibits brochure

(2) The Participant shall be solely responsible for costs related to the following:

- Transportation of exhibits to and from Pacifico Yokohama
- Insurance, customs duties and taxes
- Storage, installation, removal and disposal of exhibits
- Installation and use of electrical outlets (if any)  
If the Participant needs to use electrical outlet in the booth, the Participant shall bear the cost of power supply work and electricity charges. The fair organizer will announce detailed information of electric installation costs and electricity charges at a later date.
- Additional construction and decoration inside the booth (if any)
- Rental and installation of additional equipment (if any)
- Installation and use of telephone, fax machine and ADSL/ISDN inside booths (if any)
- Transportation and hotel accommodations for non-Program activities
- Any and all other costs, fees or expenses not listed in 5(1) above
- Reimbursement costs set forth in Section 10 below (if applicable)

## 6. JETRO Zone Booths

- One booth will be allotted to each exhibitor.
- JETRO is responsible for the construction of JETRO Zone within the Fair site and allocation of booths inside JETRO Zone. JETRO reserves

the sole right to manage and control the JETRO Zone.

- JETRO Zone shall consist of two areas: (a) a zone for Participants and (b) a zone for JETRO.
- JETRO shall manage booth allocation in the most efficient and reasonable way (as determined in its sole discretion) and will notify each Participant of their respective booth assignment through JETRO overseas offices. JETRO does not accept any advance request about booth allocation, nor will it meet requests of exchanging booths between Participants. Participants are also prohibited from subleasing or transferring the right to use the allocated booth to any third party.
- Participants may only use the allocated booth for display. The Fair Organizer strictly prohibits displaying exhibits on passageways.
- JETRO reserves the right to determine how to use unoccupied booths, if any. Participants are not allowed to use any unoccupied space without JETRO's prior consent.

## 7. Handling of Exhibits

(1) Transport of exhibits

- The Participant must arrange shipment of its exhibits with an appropriate freight forwarder.
- The Participant is required to plan to ship exhibits and decoration materials so that they arrive at the airport or port in Japan (as applicable) by the dates noted below, and shall keep in regular communication with such freight forwarder since import customs clearance often takes significant time in Japan.

Shipment by Air: 2 weeks before the opening of the Fair
Shipment by Ocean: 3 weeks before the opening of the Fair

- The official arrival deadlines designated by the Fair Organizer will be specified in the Overseas Exhibitor Manual, which will be delivered to successful applicants at a later date.
- The Participant may send small quantities of articles via courier (e.g. Federal Express, DHL), or bring such articles as baggage on the airplane. In such case, the Participant shall be responsible for all necessary import customs formalities and payments, including, without limitation, payment of duties (if any).
- The Participant should be aware that, when importing exhibits via courier or as baggage on the airplane, import customs formalities are complicated and time consuming. JETRO, therefore, considers these shipment methods least preferable and will not take any responsibilities for late arrival of exhibits and surcharges, such as duties and costs for emergency customs clearance and special delivery, imposed on exhibits shipped in such ways.

(2) Carrying-in

- Carrying-in, installation and decoration of exhibits are allowed only on the day before the opening of the Fair (all work must be completed by the end of the day). Detailed schedule and information will be notified to successful applicants at a later date.
- The Participant is required to bring an appropriate amount/number of exhibits for one booth.
- The Participant must arrive at the Fair site prior to delivery of its exhibits.
- The Participant is fully responsible for costs of international and domestic transportation, insurance, customs duties and taxes relating to exhibits.
- Waste packing materials, such as empty crates, cardboard boxes, and others shall be moved out or properly disposed by the Participant at its own expense and responsibility.

(3) During the Fair

- Due to security reasons, carrying-in/out

Date \_\_\_\_\_ Initial \_\_\_\_\_

exhibits is not allowed during the Fair.

- B. The Participant shall be responsible for the maintenance of its own booth during the Fair and shall be required to keep its exhibits under its observation during the Fair.

(4) **Removal/Disposal of exhibits**

- A. The Participant shall not begin removing exhibits before the official closing of the Fair.
- B. The Participant is fully responsible for bringing its exhibits out of the Fair site after the closing of the Fair. The Participant is not allowed to leave any exhibits or waste materials in its booth or any other place on the Fair site and is required to appropriately handle its exhibits after the Fair, including making appropriate arrangements with its freight forwarder or other agents.

**8. General Obligations and Rules at the Fair Site**

(1) **Reports and Follow-up questionnaire**

The Participant shall be required to complete and submit the questionnaire and other report/interview sheets, which will be delivered to each Participant during the Fair, to report details of business results. The Participant has the responsibility to cooperate in the implementation on JETRO's follow-up questionnaires after the Fair. The information will be used solely for JETRO's report purposes (and no information regarding individual company or person will be disclosed to any third party).

(2) **Prohibition of spot sales**

Spot sales are strictly prohibited during the Fair, as the Fair is aimed for on-site business talks. Breach of this rule may result in immediate termination of the Participant's participation in the JETRO Zone and the Fair.

(3) **Distribution of samples**

Samples, souvenirs, printed matters of any kind, or other promotional materials distributed during the Fair must clear customs prior to the Fair. Distribution of such promotional materials can only be conducted by the Participant in its allocated booth.

(4) **Information on forwarders**

JETRO shall provide the Participant with information on the forwarder recommended by the Fair Organizer. The Participant is asked to contact such forwarder directly, and not through JETRO.

(5) **The Fire Service Law and treatment of dangerous objects**

Under the Fire Service Law of Japan, the use of fire and other flammable/dangerous objects, including the following examples, is strictly prohibited within the Fair site:

- A. Lighting Candles
- B. Hanging textiles from the ceiling
- C. Smoking outside the smoking area

(6) **Restriction of demonstrations and other activities**

JETRO may restrict or require the Participant to take preventive measures against any demonstration and other activities, which JETRO considers to be dangerous and/or hazardous, causing excessive noise, floor vibration, heat, air contamination, and/or cause safety issues within the Fair site, or against which complaints from

neighboring exhibitors arise. Expenses related to the said preventive measures shall be borne by the Participant.

(7) **Photography**

Taking photographs within the Fair site by those other than authorized press personnel is prohibited. The Participant is only allowed to take photographs of its own booth. JETRO may take photographs of exhibits for JETRO's own report purposes.

(8) **General security measures**

JETRO will be responsible for protection and maintenance of the JETRO Zone. JETRO shall take no responsibility for the protection and maintenance of the exhibits and related materials displayed inside the Participant's booth. Management of exhibits and related materials is the sole responsibility of the Participant. The Participant shall obtain all necessary insurance for its property. JETRO shall not be responsible for any damages to or loss of the Participant's property under any circumstances.

(9) **Accidents**

In case of an accident in the JETRO Zone, JETRO staff must be notified immediately of such accident and the Participant must follow JETRO's instructions thereafter in connection with the accident.

(10) **Damages to Fair site facilities**

If the Participant damages the wall panels, floor, wall columns or other equipment of the Fair site, the Participant must repair the damage to the original state at the Participant's own expense.

**9. Limitation of JETRO Liability and Responsibility**

- (1) JETRO assumes no responsibility or liability for any injury, damage, expense (unless expressly set forth herein), delay or other irregularity suffered by the Participant, its representatives or any third person which may or may not be caused by a willful or negligent act or omission on the part of JETRO. Furthermore, JETRO shall not be responsible or liable for any loss or consequence of a natural calamity, labor dispute, acts of God, war, or other event beyond JETRO's reasonable control.

- (2) In the case that the Fair Organizer cancels the Fair due to circumstances beyond the reasonable control of the Fair Organizer, such as natural disaster, acts of God, war, governmental emergency, neither the Fair Organizer nor JETRO shall be responsible for damages to or loss of the Participant's property.
- (3) JETRO shall bear no responsibility or liability for any loss or damage incurred by the cases listed below.

- The Participant cannot complete customs procedures in time for the opening day of the fair, due to delay in preparation or incomplete application forms.
- The Participant cannot enter Japan due to visa issuance delay.
- Expectations of the Participant for the Fair (business negotiations, results) are not met.

**10. Cancellation Policy**

Any and all costs incurred by JETRO or its affiliates on behalf of the Participant in connection with the Participant's cancellation or withdrawal from the Program within the designated number of days prior to the beginning of the Program, whose duration is stipulated in article 1 and article 2 above, shall be borne by the Participant (who cancelled) according to the chart below.

Payment of cancellation fees must be made by the end of February 2010.

Item of Expense	Designated Number of Days Prior	Amount of Cancellation Fees**
Booth space fees	Immediately upon notification of official invitee status by JETRO	380,000 JPY
Booth decoration fees	30 days	150,000 JPY
Translation fees for JETRO Zone brochure	30 days	15,000 JPY
Design fees for JETRO zone brochure	30 days	30,000 JPY
Interpreter fees for the duration of the exhibition	5 days	50% (60,000 JPY)
	3 days	100% (120,000 JPY)
Accommodation fees for the duration of the program	1 day	First night's accommodation fee (14,800 JPY)

\*\* The total amount of fees (shown in Japanese Yen, "JPY") for each item of expense shown in the above chart is only an estimation. The exact amount for each item above will be determined based on the actual payment from JETRO to the contractor. These final amounts will be billed to the Participant (who cancelled) after the exhibition.

**11. Interpretation and Enforcement of the Rules and Regulations**

JETRO shall have full responsibility in the interpretation and enforcement of this Rules and Regulation and reserves the right to make changes or additions, as JETRO deems necessary for the proper conduct of the JETRO Zone.

**12. Observance of Japanese Law and the Rules and Regulations**

In order to assure a successful trade fair, it is essential that the Participant observes Japanese law as well as these Rules & Regulations. Any disputes related to the Fair or the Program generally shall be governed by Japanese law and adjudicated in Tokyo District Court.

Date \_\_\_\_\_ Initial \_\_\_\_\_

The undersigned (the Applicant) hereby applies for participation in the "Invitation Program for JETRO Zone within Green Device 2009" by submitting the application form as attached, in accordance with the "Rules & Regulations" set forth herein on both sides of this document.

Name (\*): \_\_\_\_\_

Title (\*): \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(\*Please print in block letter)