

## CONTRACT

A company or organization intending to participate (hereinafter referred to as the “**exhibitor**”) in SEMICON Japan (hereinafter referred to as the “**Event**”) shall comply with the terms and conditions set forth in the Application/Contract for Exhibit Space, the Payment Information Form, the Booth Location Preferences, the Exhibit Space Application Guidelines, the Exhibitor Services Manual, and these Stipulations/Terms & Conditions (Contract). In the event of any conflict among any of these documents, this Stipulation/Terms and Conditions will prevail over all other documents. All documents, including the Exhibitor Service Manual, can be found online at [www.semiconjapan.org](http://www.semiconjapan.org). The “**organizer**” as used herein refers to SEMI Japan.

## FILING AN APPLICATION WHILE EVENT IS IN SESSION

Filing an Application/Contract for Exhibit Space for SEMICON Japan 2018 while the SEMICON Japan 2017 **Event is in session is called “On-site Space Selection.”** All applications submitted during On-site Space Selection must be signed by a section chief or a person in an equivalent position at the company or organization filing the application for the Event and must have administrative authority over the task concerned. The organizer shall check the contents of the Application/Contract for Exhibit Space **and the applicant’s name, signature and seal.** If the organizer accepts the application, it will provide the applicant with a copy of the Application/Contract for Exhibit Space with a stamp of acceptance placed thereon. The organizer may, at its discretion, reject an application for exhibiting if it determines that the application is not suitable for the purpose of the Event.

## FILING AN APPLICATION WHEN THE EVENT IS NO LONGER IN SESSION

All applications submitted before or after the Event must be signed by a section chief or a person in an equivalent position at the company or organization filing the application for the Event and must have administrative authority over the task concerned. The organizer shall check the contents of the Application/Contract for Exhibit Space **and the applicant’s name, signature and seal.** If the organizer accepts the application, it will provide the applicant with a copy of the Application/Contract for Exhibit Space with a stamp of acceptance placed thereon. The organizer may, at its discretion, reject an application for exhibiting if it determines that the application is not suitable for the purpose of the Event.

## BOOTH SPACE ASSIGNMENT AND PAYMENT

Booth space assignment for the SEMICON Japan 2018 **Show** (“**Event**”) is based on 1) space priority (guarantee of same amount of space occupied in the **previous exposition, not the same location**), 2) **SEMI’s priority point system**, 3) receipt of application and payment prior to deadline date.

## PRIORITY POINTS

Only SEMI Members can build and use points. Should the requested space be previously assigned or the floor layout change, SEMI will endeavor to provide a suitable alternate space based on when application and payment were received.

## PAYMENT TERMS

Applications submitted during On-site Space Selection (OSS) require a 30% (non-refundable) deposit from the **exhibiting company** (“**Exhibitor**”) by January 31, 2018. Exhibitor will receive a follow-up invoice for the remaining 70% balance, which is due by June 30, 2018.

For an application which is filed on or after January 1, payment shall be made in Full by no later than the last day of the month following the submission date. Applications received within 30 days of the Event require 100% payment with application. Payment by bank transfer shall be made to a bank account designated by the organizer, and the exhibitor shall bear bank fees. If the payment dates fall on a Saturday, Sunday or holiday, payment shall be due on the business day immediately before such a date. If Exhibitor does not comply with these Payment Terms, organizer reserves the right to release the space for re-assignment and organizer will be entitled to the 30% non-refundable deposit.

## GENERAL RULES AND REGULATIONS

- Exhibitor agrees that the rules and regulations of SEMI, including without limitation the rules and regulations set forth in the Exhibitor Services Manual, are made a part of this contract and agrees to be bound by them. Exhibitor further agrees that organizer has the full power to interpret and enforce all rules and regulations in the best interest of the Event.
- The signer of the application for exhibit space or his/her designee must be the section chief or a person in an equivalent position of the Exhibitor and shall have administrative authority to certify representatives and act on behalf of the Exhibitor in all negotiations.
- Applications will not be processed from companies with delinquent balances due to organizer. This includes, but is not limited to, unpaid cancellation fees from prior/other organizer expositions.
- SEMI Membership must be active at all times to receive member pricing; otherwise, organizer (SEMI) will invoice for the non-member rate.
- The **Exhibitor’s** ultimate placement by the organizer will be considered final. Organizer reserves the right to relocate an Exhibitor at any time, for any reason, for the overall good of the Event. Organizer is not obligated to reimburse the Exhibitor for any costs stemming from the relocation.

- Except as permitted by the organizer, direct sales of exhibits at the Event site are prohibited.
- If the organizer determines that ANY activity that the Exhibitor performs in connection with the Event creates a disturbance, improvements to that activity or termination of the disturbance will be enforced by the organizer. Any and all costs incurred for taking these actions will be borne by the Exhibitor.

## QUALIFICATIONS OF EXHIBITOR

**Exhibitor must be a manufacturer, service provider or independent representative of a company that produces equipment, materials, technology, or ancillary services for use within the overall electronics manufacturing supply chain – or serves key vertical application markets such as: manufacturing/IloT, automotive, MedTech/healthcare, consumer IoT, or big data & security technologies.** SEMI reserves the right to determine the eligibility of any product for display.

## INTELLECTUAL PROPERTY RIGHTS

Exhibitor represents and warrants that it owns or has a license to all rights, title and interest in and to all materials including its logos and trademarks, and any patented designs and inventions, copyrighted works, service marks, trade, business and domain names, and any other intellectual property that it provides to SEMI (“**Intellectual Property**”) and that the use of any such Intellectual Property does not violate any license agreement which Exhibitor may have with any third party or infringe on the rights of any third party.

## USE OF SPACE

The Exhibitor may not assign, sublet or re-sell, in whole or in part, their contracted space. The contracted Exhibitor may share this space with affiliated co-exhibitors, providing co-exhibitors comply with all terms, conditions, rules and regulations applicable to Exhibitor; however, the contracting Exhibitor shall continue to be primarily liable for all financial and performance covenants and Exhibitor shall be responsible for any act, omission or breach of a co-exhibitor.

The primary Exhibitor **MUST** have the prominent identification in its entire contracted booth space. Contracted space **MUST** appear as one unified booth. All booths **MUST** be staffed during exhibit hours.

## LIABILITY/COMPENSATION FOR DAMAGE

**IN NO EVENT SHALL ORGANIZER BE RESPONSIBLE OR LIABLE FOR ANY NON-COMPENSATORY, CONSEQUENTIAL, INDIRECT, INCIDENTAL, STATUTORY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, FOR ANY LOST REVENUES, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER CONTRACT THEORY, OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.**

Notwithstanding anything to the contrary in this Contract, the maximum aggregate liability of the organizer to any exhibitor, affiliated co-exhibitors or any of their employees, officers, directors, representatives or subcontractors related to, or in connection with this contract or the event, will be limited to the total amount of fees paid by the exhibitor to the organizer hereunder in connection with the event.

To the fullest extent permissible under applicable law, organizer will not be liable for damages or injury to persons or property from any cause whatsoever by reason of occupancy of exhibit space by Exhibitor, affiliated co-exhibitors, or any of their employees, subcontractors, agents or representatives. Further, Exhibitor hereby agrees to indemnify, and holds harmless, organizer and each of its officers, directors, employees, subcontractors, representatives and agents from all liabilities, losses, damages, costs, fees (including without limitation **court costs and reasonable attorney’s fees**) and **expenses** that might result from any cause whatsoever with respect to breach of this contract; the acts, omissions or representations of Exhibitor and/or co-exhibitors; and/or the **Exhibitor’s** exhibit including, without limitation, theft or other loss from exhibit booth.

The exhibiting company agrees to pay promptly for any and all damage to the Event/exhibition building or its equipment, incurred through carelessness or otherwise, caused by the Exhibitor, affiliated co-exhibitors, or their employees, subcontractors, agents, or representatives. Organizer will provide general security, but organizer shall in no event be liable for any loss or damages whatsoever due to any lack or failure of such security. Exhibitor assumes full responsibility for any loss of equipment and/or display material, resulting from theft or any other cause whatsoever.

## TRADEMARKS

Exhibitor agrees that any content or materials that include any SEMI trademark must be approved in writing by SEMI prior to publication. If approved, such use **shall be in accordance with applicable trademark law and SEMI’s trademark** guidelines as revised from time to time. Exhibitor agrees that any such use shall inure solely to the benefit of SEMI, and that Exhibitor shall not obtain any right in the SEMI trademarks beyond the rights expressly granted by SEMI. Exhibitor further agrees not to register any **SEMI’s trademark or confusingly similar** trademarks with any governmental authority, and not to challenge the rights of SEMI in any SEMI trademark. Exhibitor agrees to modify or remove any content or material published by Exhibitor in connection with this provision **upon SEMI’s request**

Exhibitor hereby grants to SEMI a non-exclusive, limited license to use Exhibitor's trademarks and logos from the date of acceptance by SEMI of Exhibitor's application and until and including the period of the Event solely in connection with SEMI's promotion of the Event and Exhibitor's participation in the Event, including without limitation on the SEMI website and in publications, advertising, and brochures. Exhibitor must supply samples of such trademark and logo and agrees to indemnify, and holds harmless, SEMI and each of its officers, directors, employees, subcontractors, representatives and agents from all liabilities, losses, damages, costs, fees (including without limitation attorney's fees) and expenses that might result from use of such logos and trademarks.

### CANCELLATION / CHANGE OF EXHIBIT

If organizer should be unable to hold the Event for any cause beyond its reasonable control, including natural disaster or any other event of force majeure, or if it cannot permit the Exhibitor to occupy its space due to causes beyond organizer's reasonable control, organizer has the right to cancel the exhibit with no further liability than a refund of the stand space rental less a proportionate share of the exhibition expenses incurred by organizer. Should Exhibitor's display and/or material fail to arrive, exhibiting company is nevertheless responsible for the rental of its exhibit space.

### COMPLIANCE WITH RULES / TERMINATION

Exhibitor assumes all responsibility for compliance with pertinent ordinances, regulations, and codes of duly authorized local, state, federal and international government bodies concerning fire, safety, and health, together with the rules and regulations contained in the Exhibitor Services Manual. All aisles and service areas must be kept clear with boundaries set by the local Fire Department and organizer.

If Exhibitor fails to comply with any rules and regulations noted below, the organizer may terminate the Exhibitor Contract immediately without sending any notice or formal demand, and without paying compensation to the Exhibitor.

1. If attachment, provisional attachment, provisional disposition, or auction is filed against the Exhibitor's property or right, or if the Exhibitor becomes subject to collection of tax delinquency or the like; provided, however, that the case where the Exhibitor becomes subject to attachment or provisional attachment as a third-party obligator shall be excluded;
2. If Exhibitor becomes subject to bank suspension or becomes insolvent;
3. If the Exhibitor is ordered to cancel or suspend its business by a regulatory authority;
4. If the organizer determines that the Exhibitor or the planned articles on display are unsuitable for the purpose of the Event or are not appropriate as the subject of the Event, or if out of concern for other civil, criminal, or administrative issues related to the organizer's social credibility, it is recognized that there have been or there is the risk of illicit or unfair act, or a criminal act or the like, and so the organizer determines that the Exhibitor's presentation at Event lacks social validity; and
5. In addition to the above items, if in spite of the Exhibitor infringing all or part of these Rules and in spite of a formal demand by the organizer, the defect concerned is not remedied within the equivalent period specified by the organizer.

### INSURANCE

Exhibitor, at its sole cost and expense, will insure its activities and equipment used in connection with the event and will obtain, keep in force, and maintain the following insurance: Commercial Form General Liability Insurance (contractual liability included) in the amount of US \$1,000,000. If the above insurance is written on a claims-made form, it will continue for two (2) years following the Event. Such coverage and limits will not in any way limit the liability of Exhibitor.

Upon the execution of this Contract, Exhibitor will furnish organizer with certificates of insurance evidencing compliance with all requirements, and Exhibitor will promptly notify organizer of any material modification of the insurance policies. Such certificates will provide for thirty (30) days' advance written notice to organizer of any cancellation of insurance

policies; indicate that organizer has been endorsed as an additional insured under such coverage; and include a provision that the coverage will be primary and will not participate with, nor will be excess over, any valid and collectable insurance or program of self-insurance maintained by organizer.

### CANCELLATION OR REDUCTION OF EXHIBIT SPACE BY EXHIBITING COMPANY

1. In the event of cancellation (partial or full) a written notice must be received by SEMI.
2. If canceled on or before September 11, 2018, a cancellation fee of 30% of the canceled space will be assessed by organizer.
3. If canceled after September 12, 2018, a cancellation fee of 100% of the canceled space will be assessed by organizer.
4. Organizer will issue the final invoice reflecting all fees imposed on your account per organizer terms and conditions.

Cancellation fee assessments are not transferable and may not be used for any other payments due.

Reduction of exhibit space may result in booth relocation. Organizer reserves the right to reassign cancelled booth space, regardless of the cancellation fee assessment. Subsequent reassignment of cancelled space does not relieve the canceling exhibiting company of the obligation to pay the assessment.

Organizer must receive written notification of any cancellation. All booths must be set and show ready by 18:00 (6:00 pm) on the day prior to the opening of the event. Failure to do so will be considered a cancellation, unless SEMI has been notified and has approved otherwise.

### DATA PROTECTION

Data involved in the filing of the Application/Contract for Exhibit Space shall be appropriately protected and managed by the organizer pursuant to SEMI Japan Privacy Policy. Details are available at <http://www.semi.org/jp/About/PrivatePolicy>. SEMI may collect and process personal company data in order to perform its obligations pursuant to this Contract as well as to provide Exhibitors information about future events. Such data will not be transferred or shared with any other entity.

### HANDLING OF EVENT VISITOR PERSONAL INFORMATION

The Exhibitor shall strictly abide by the Act of the Protection of Personal Information as well as applicable laws and regulations when obtaining personal information through the Event, especially when providing personal information to a third party, and the Exhibitor must always obtain approval of the person whose personal information is concerned. If a dispute arises between the Exhibitor and the person whose personal information is concerned, such a dispute shall be resolved through consultation between both parties, and the organizer shall not be responsible or liable in any way.

### GOVERNING LAW / JURISDICTION

These Stipulations/Terms and Conditions shall be governed by the laws of Japan, and Tokyo District Court, which exercises jurisdiction over the head office of the organizer, shall be the court of first instance for any lawsuit filed on the basis of these Stipulations/Terms and Conditions and the Event Contract.

### GENERAL

The relationship between the parties is that of independent contractors. Exhibitor is not an employee, agent, partner or legal representative of organizer and shall have no authority to assume or create obligations on behalf of organizer or the Event. Exhibitor shall not assign to a third party its rights, or obligations, or any portion thereof without the prior written consent of organizer, which consent organizer may grant or withhold at its sole discretion. Any attempted assignment without such consent by organizer shall be void and of no effect, and shall constitute a material breach by Exhibitor of its obligations hereunder.

This Contract and the rules and regulations of organizer incorporated herein, including without limitation the rules and regulations set forth in the Exhibitor Services Manual, is the only agreement between the parties pertaining to its subject matter, and supersedes any draft or prior agreement, discussion, or representation. This Contract may be amended or modified in a writing signed by each party. Aside from the parties hereto, no other person or entity is entitled to benefit from the rights and obligations hereunder and there are no third party beneficiaries hereto.

The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this agreement will not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party. None of the terms and conditions of this Contract can be waived except by the written consent of the Party waiving compliance. If any provision of this agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect, and the parties shall negotiate in good faith a substitute, valid, and enforceable provision that most nearly reflects the parties' intent in entering into this Contract.

**It is each exhibiting company's responsibility to read and comply with all rules and regulations as stated in the Exhibitor Services Manual. Each exhibiting company will be fully responsible for all costs involved should the exhibiting company violate rules and regulations that require remedial action by SEMI Japan.**