

Terms of Use of Tokyo Garden Terrace Kioicho Kioi Conference

These terms of use (hereinafter “Terms of Use”) stipulate the use of “Tokyo Garden Terrace Kioicho Kioi Conference,” a facility managed and operated by Seibu Properties Inc. and Japan Convention Services, Inc. (hereinafter “Operators”) (hereinafter “Facility”). In the use of Facility, user shall fully understand and comply with the details of the Terms of Use.

1. Usage Availability

(1) Business Days

Open all year round (except December 29 through January 3); provided, however, Facility may be closed temporarily for inspection, repair or maintenance of Facility or the building where Facility is located (hereinafter “Building”).

(2) Business Hours

9:00 - 21:00; user shall ask Operators about use outside hours. The usage time means the time from entry to moving-out including preparation and removal.

2. Application for Usage

(1) Starting Date for Application :

- For main rooms A+B+C+D, seminar rooms A+B, or seminary rooms C+D: the first business day of the month one year before the date of use
- For all other rooms: the first business day of the month six months before the date of use

(2) Method of Application

User shall fill out, and affix his/her seal to, the designated Application Form and then send it to Operators. User’s application shall be approved upon issue by Operators of “Letter of Acceptance” to an applicant for use (the state of “Letter of Acceptance” being issued is hereinafter called “Reservation Made,” and the applicant for a reservation is hereinafter called “User”). It should be noted, upon issue of “Letter of Agreement” by Operators, User shall be subject to a cancellation fee. Please note that requests for use may be refused upon confirmation of the contents of an inquiry and application.

3. Prohibition of Assignment and Sublease of Right to Use

User may not assign or sublease the right to use Facility, etc., in whole or in part, to any third party, without the consent of Operators.

4. Usage Fee

(1) Usage Fee for Facility

See the "Price List of Kioi Conference" attached hereto.

(2) Payment of Usage Fee

The usage fee for Facility shall be prepaid in a lump sum. Together with "Letter of Acceptance," a bill for the usage fee for Facility shall be sent to User. The fee should be transferred to our bank account by the date specified in the bill. Any transfer fee shall be borne by User. No payment in cash or by credit card will be accepted. It should be noted, unless User's payment is confirmed by the specified date, the reservation will be canceled and a cancellation fee will be incurred.

For extension charges and charges for incidental services, etc. a bill shall be issued separately after use. User shall transfer the fee to our bank account by the date specified in the bill.

5. Cancellation of Reservation

(1) Method of Cancellation

If User cancels his/her reservation for a reason of his/her own after such reservation (after the issue of "Letter of Acceptance") (including any change of the venue or schedule), User shall fill out and submit the "Application Form for Cancellation of Use." The cancellation fee prescribed in (2) shall be charged: No verbal cancellation is accepted.

With respect to any change of the contents of a reservation, upon approval by Operators of such contents, Letter of Acceptance will be issued again.

(3) Cancellation Fee

90 days or more before the date of use: 30% of the usage fee for facilities

10 days or more before the date of use: 50% of the usage fee for facilities

Within 9 days of usage: 100% of the usage fee for facilities

A cancellation fee will be charged separately in accordance with any cancellation of arranged furnishings, equipment, materials, catering, etc.

6. Prohibited Matters

The following matters shall be prohibited. Upon finding any of the following prohibited acts and matters, User's application for use shall be refused:

- (1) An act contrary to laws and regulations or to public order or morality;
- (2) An act contrary to Terms of Use;
- (3) Impairment of dignity of Facility or Building;
- (4) An act of inflicting harm on, or causing trouble to, other Users of Facility or residents of, or visitors to, Building;
- (5) An act of disturbing the serenity in, or in the areas surrounding of, Building;
- (6) Use for any purpose other than the purpose of use at the time of an application;
- (7) An act of causing any other person to use Facility without the prior consent of Operators;
- (8) Working, or holding of an event, at any place other than Facility, etc. of which use is approved;

- (9) An act of being likely to deface or damage Facility, equipment, etc., (e.g. an act of hitting a nail into, installing a screw in, placing a pushpin or a pin on, or applying adhesive tape to, Facility, equipment, fixtures, etc. or an act similar thereto);
- (10) Putting up of a sign, poster, etc. at any place other than designated areas (including inside or outside of Building, inside of an elevator);
- (11) Giving admission to Facility to visitors in excess of the capacity thereof;
- (12) Carrying in of ignitable or flammable goods, hazardous materials or decomposed matters (e.g. hazardous materials (powder, grease, drugs, large amounts of matches or lighters, gas cylinders, etc.), decomposed matters (odiferous objects, objects determined by Facility to constitute a hindrance in terms of hygiene management or otherwise), large devices, heavy goods, etc. exceeding regulations, or other objects similar thereto);
- (13) Use of a fire in Building or on the premises (including smoking in Facility);
- (14) Carrying in of food and drink for the purpose of wining and dining;
- (15) An act likely to cause trouble or provide a sense of discomfort to the surrounding area including, without limitation, occurrence of excessive noise, vibrations or a foul odor;
- (16) Use by an organized crime syndicate, organized crime syndicate affiliated company or any party equivalent thereto or its members (hereinafter “Antisocial Forces”);
- (17) An act that encourages the activities, or contributes to the management, of Antisocial Forces;
- (18) Carrying in of any biological body other than a guide, partner or hearing assistance dog;
- (19) Sale of goods, fund-raising, posting of a notice, distribution of printed matters, shooting other than event recording, promotional activities, or any act similar thereto that is not permitted by Facility;
- (20) An act deemed to lose confidence in society through illicit operating activities, etc.;
- (21) Any other act deemed to constitute a hindrance in terms of the management and operation of Facility; or
- (22) Any other act deemed by Operators to be inappropriate.
- (23)

7. Cancellation of Reservation, Suspension and Termination of Use

In the event of any of the following matters, acceptance of use may be cancelled or use may be suspended or terminated even after a reservation or during the use of Facility. If Operators cancel the acceptance of use, the cancellation fee set forth in 5 (2) above shall be charged, except for the matters listed in (7) through (11). For the avoidance of doubt, in the event of any damage to User as a result of cancellation of the acceptance of use, etc. for the following reasons, Operators shall assume no responsibility:

- (1) If User is found to fall under, or be likely to fall under any provision of “3. Prohibition of Assignment and Sublease of Right to Use” or “6. Prohibited Matters.”
- (2) If Application Form contains any false statement, or if User, the purpose of use or the contents of use are found to be different from that or those approved by Operators;

- (3) In the event of failure to comply with the provisions, etc. stipulated by Operators with respect to the use of Facility;
- (4) In the event of failure to give notice to, or follow instructions from, the relevant government agencies concerning the use of Facility;
- (5) If the relevant government agencies issue an order to suspend events, etc.;
- (6) In the event of failure to make payment for the usage fee for Facility, etc. by the designated date;
- (7) If Operators find that Facility cannot be used or a personal risk or a risk of property is likely to be created due to disasters or other force majeure;
- (8) Upon request by any public institution including, without limitation, Tokyo Metropolitan Government to refrain voluntarily from business due to a major epidemic of an infectious disease, etc.;
- (9) If an official warning is issued under the Act on Special Measures Concerning Countermeasures for Large-Scale Earthquakes
- (10) If an “caution notice ” or “prediction notice ” concerning Tokai earthquake is released:
- (11) If Operators find there is a safety problem with the use of Facility due to an unexpected accident of, defects of , or damage to, Facility, etc.;
- (12) If Operators find there is a safety problem with the use of Facility due to the occurrence of an accident;
- (13) If User or his/her agent, officer or employee performs an unfair act when making an application for use or using Facility, etc.;
- (14) If User or any person who represents User or holds a mediating position is found to be, be controlled by, or have relationships with, Antisocial Forces;
- (15) With respect to use, if the other party to the associated agreement including, without limitation, an agreement between User and a subcontractor, or any person who represents or holds a mediating position, is found to be Antisocial Forces and fails to agree to terminate such associated agreement or to take other necessary action, without reasonable cause, even if requested to do so;
- (16) If Facility is found to be applied to the office of an organized crime syndicate;
- (17) If the use is found to be made for, or to benefit, an organization that is likely to perform any violent illegal act collectively or habitually.
- (18) If User performs any of the following acts (a) through (e) against Operators or a third party (including the event of any act performed by User’s officer or employee or a person entrusted by User):
 - (a) An act of informing a false fact;
 - (b) An act of using threatening or violent language and behavior or of visiting or making a call in such a way as to cause trouble;
 - (c) An act of force or violence, threatening behavior or any other illegal act;
 - (d) An act of seeking against Operators’ will payment of money, release from obligations, execution of a contract, provision of services or other benefits from Operators for which Operators assume no legal obligation; or

- (e) Operators find that User or a party concerned with User performed an act of swindling or violence or used threatening language and behavior.
- (19) If User's credit standing is found to have materially worsened;
- (a) User falls into a state of suspension of payment or of insolvency or is subjected to dishonor of a bill or a check;
 - (b) User is subjected by a third party to attachment, provisional attachment, provisional disposition, compulsory execution, a petition for an auction or disposition of delinquency of taxes and public dues; or
 - (c) There is fact of a petition against User for the commencement of voluntary liquidation, bankruptcy, special liquidation (*tokubetsu seisan*), civil rehabilitation (*minji saisei*) or corporate reorganization (*kaisha kousei*) proceedings.
- (20) If there is any unavoidable reason in terms of the management and operation of Facility;
- (21) In the event of a breach of any matter provided for in Terms of Use; or
- (22) If Operators find a hindrance is constituted in terms of the management and operation of Facility.

8. Refund of Usage Fee for Facility

In the event of cancellation of a reservation or suspension or termination of use for any reason other than (7) through (11) above, no usage fee for Facility received from User shall be refunded, for any reason whatsoever. In this case, any actual expense incurred shall also be paid at a later date.

9. User's Obligation

User shall:

- (1) use Facility with the due care of a prudent manager, at all times;
- (2) comply with the Terms of Use provided by Operators and the matters provided in applicable laws and regulations and cause the employees, relevant workers, visitors, etc. to comply therewith;
- (3) in the use of equipment, devices or fixtures of which handling requires no special qualification including, without limitation, elevators, escalators, stairs, doors, desks and chairs, operate and manage them so that the parties concerned with events and visitors may appropriately use the same;
- (4) while communicating and coordinating with Operators, conduct safety management and maintenance of order of Facility in use and the surrounding area, organize and guide visitors, prevent thefts and accidents for, and manage and coordinate, employees and related workers.
- (5) ensure the prevention of accidents since User assumes all responsibility for any accident that occurs during the use of Facility (including preparation and removal), irrespective of an act of not only User but related business Operators and visitors.
- (6) in preparation for disasters and accidents, appoint an event administrator (person in charge of the venue), check in advance the emergency exits, method of evacuation guidance, location of fire extinguishers, etc. and also make the same thoroughly known to the parties concerned including, without limitation, workers.

(7) follow Operators' instructions through prior consultation with Operators if Operators find it necessary to discuss the security measures and guidance system. In this case, User shall take security measures and organize and guide visitors on his/her own responsibility and at his/her expense;

(8) when using Facility, organize, guide and take security measures for passenger cars, etc. used by User and the parties concerned with User, on his/her own responsibility; provided, however, if a large number of visitors are expected, or if Operators find that harm or trouble is likely to be inflicted on or caused to residents of, or visitors to, Building or other Users of Facility, Operators shall arrange work for organizing, guiding and taking security measures, and any expense incurred shall be borne by User;

(9) if the venue is expected to be crowded with visitors to several events, mutually cooperate with Users of other events held concurrently and devise a comprehensive management plan. When devising the plan, User shall hold consultation with the sales representative of Facility.

(10) be subject to restrictions on the entrance and exit at Operators' discretion according to the situation of the day;

(11) secure the safety of visitors in emergency under instructions from Operators;

(12) give notice and file a license application to the authorities concerned and relevant organizations, which are necessary for the use of Facility and stipulated in laws and regulations, on the responsibility and at the expense of User (prior consultation shall be requested);

(13) shall take out necessary insurance on his/her own responsibility and at his/her expense;

(14) shall not perform any unsafe act in terms of the management and operation of Facility provided in Terms of Use or other act that causes inconvenience to other Users of, and visitors to, Facility or to other persons;

(15) give prior notice without fail when User or any person concerned with User intends to perform an act including, without limitation, carrying in or out of Building a large amount of flammables or heavy goods, sale of goods in Building and on the premises thereof, raising contributions or public relations activities (including the wearing of a number cloth, placement of signboards, posters, placards, flags and banners, and distribution of flyers). If Operators find that a hindrance shall be constituted in terms of the management and operation of Facility or Building, such act may be refused;

(16) be punctual for the usage time reserved and, after use of Facility, etc., restore the same to the original state during the usage time at the expense of User and leave Facility after inspection of Operators. The same shall apply if User is subjected by Operators, while using Facility, to the suspension or termination of use due to causes provided in "7. Cancellation of Reservation, Suspension and Termination of Use" mentioned above;

(17) take garbage home at his/her own responsibility, in principle. Disposal thereof at Facility, if any, shall be subject to fees;

(18) is deemed to have abandoned his/her claim to goods left behind in Facility or Building (include the premises of Building), which shall be carried in and disposed of by Operators, and any expense incurred shall be charged;

- (19) understand Operators, the personnel of affiliated companies, etc. may access a venue in use, if necessary for the management and operation of Facility;
- (20) understand the room interior may be monitored for safety management including, without limitation, prevention of disasters;
- (21) hold prior consultation if User takes a shot of Facility or Building or uses the name, logo or image of Building or Facility for printed material, etc.; and
- (22) hold consultation with the person in charge of Operators and follow his/her instructions when making such use.

10. Damages and Indemnification

(1) Damages

- a. If User damages or defaces Facility, or loses or damages the equipment and fixtures thereof or other related facilities or causes damage to other facilities or other Users, participants, etc. of Facility (including all damage attributed to the participants in, and parties concerned with, an event), User shall immediately notify Operators thereof. In this case, User shall compensate for any damage caused to Operators.
- b. Otherwise, in the event of any damage to Operators or other Users of, or participants in, other facilities or Facility as a result of any breach of Terms of Use provided by Operators or the matters for consultation with Operators concerning the use of Facility, User shall compensate for such damage caused to Operators, etc.

(2) Indemnification

- a. Safety management of a rented room, etc. in use shall be conducted on the responsibility of User. User shall understand Operators assume no responsibility for any personal or physical accident associated with the use of Facility or a theft, damage or loss of items brought in.
- b. Upon the occurrence of any event where it is impossible to use Facility due to disasters or other force majeure, Operators shall not be held responsible for compensating for such damage even if User suffers any damage therefrom.
- c. If a contractor fails to attain its intended purpose due to failure of equipment and materials of Facility, Operators are not responsible for any damage other than refunds of the usage fee for Facility.

11. Precautions concerning Construction Work

- (1) With respect to the layout of Facility and various construction work including, without limitation, security of evacuation passages and installation of heavy goods and power sources, User shall discuss the details in advance with the person in charge of Operators and follow his/her instructions. In the event of work that requires a permit or qualification including, without limitation, electrical engineering work or work in high places, User shall, without fail, submit a copy of such permit or qualification certificate in advance.

- (2) Temporary electrical engineering and telephone works associated with trunk line shall be conducted by a company designated by Facility. User shall conduct the same on his/her own responsibility and at his/her own expense through prior consultation.
- (3) If User is likely to deface or damage a facility in use, fixtures or incidental equipment, etc. when carrying goods in or out, User shall, without fail, protect the surfaces of floors and walls, under instructions from Operators, on his/her own responsibility and at his/her own expense.

12. Delinquent Charge

If the payment by User to Operators of debts including, without limitation, the usage fee for Facility or other usage fees for equipment and materials used at Facility, and wining and dining expenses is in arrears, Operators may claim the payment of default interest (prorated per diem) on the amount of delinquent charges calculated at the rate of fourteen point six percent (14.6%) per annum.

13. Governing Law

- (1) The language used in connection with the agreement concerning the use of Facility, etc. (hereinafter “the Agreement”) shall be Japanese, and the Agreement shall be governed by the laws of Japan.
- (2) The currency used for the payment of money pertaining to the Agreement shall be the Japanese Yen.
- (3) Tokyo District Court shall be the agreed exclusive jurisdiction for the first instance over any lawsuit in connection with the use of Facility.

14. Miscellaneous

- (1) Only if Operators give prior consent, an applicant for use of Facility may file an application under Terms of Use of Facility by a third party (hereinafter “Third Party”). In this case, the applicant for use shall fill in the prescribed matters including, without limitation, the name of Third Party in the “Organizer” space in the “Application Form for Kioi Conference.”
- (2) The handling of Use of Facility by Third Party under the provisions of Article 14 (1) shall be as follows:
 - a. The applicant for use set forth in Article 14 (1) who accepted a reservation (hereinafter “Contractor”) shall assume all responsibility as a contractor under Terms of Use.
 - b. Contractor shall cause Third Party to assume the obligations of a contractor under Terms of Use and the provisions stipulated by Operators.
 - c. All the commissions or omissions of Third Party pertaining to the use of Facility shall be deemed to be those of a contractor.
- (3) In Chiyoda Ward where Facility is located, all the areas are designated as areas where evacuation is not necessary upon the occurrence of a disaster. The areas where evacuation is not necessary refers to areas that are more fireproof and where there is no likelihood of a large-scale spread of fire even if a fire should break out and no broad-based evacuation is required; provided, however, they designate the areas where little risk of fire is likely to be posed, and evacuation

may be required under instructions from the Ward, police or fire department according to the situation.

- (4) Facility is designated as a venue that is suitable to temporarily receive people who are unable to return home upon the occurrence of large-scale disasters under the “Agreement concerning cooperation upon the occurrence of large-scale disasters” executed between Chiyoda Ward and Seibu Properties Inc.
- (5) These Terms of Use shall come into effect as of February 2016, and may be subject to change without notice.