* TERMS & CONDITIONS for JETRO Online Invitation Program*

Article 1. JETRO Online Invitation Program

Under the JETRO Online Invitation program (hereafter "the Program"), which aims to provide foreign firms with business matching opportunities with Japanese companies, and academic and research institutions, JETRO will invite one person (hereafter "the Invitee") per company in principle.

The duration of the Program is from February/1/2022 to -February/4/2022(JST).

Article 2. Application for the Program

To participate in the Program, the Invitee (one person per company) must complete, sign and return this "Terms and Conditions for the JETRO Online Invitation Program" to his or her nearest JETRO office by January 6 2022 (JST)

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

Article 3. Services to be provided by JETRO

Under the Program, JETRO shall provide the following services of web conferences to the Invitee in which all or a part of the contents of the program participants (hereafter "Contents"), such as videos, images, texts, sounds, or related materials, etc., are provided by the WEB application via the Internet line, provided that the Invitee complies with these terms and conditions.

- 1. Pitch opportunities in the JETRO Healthcare Business Forum 2022@Chiba Online (hereafter "JHBFC2022")
- 2. One-on-one business meeting opportunities in the JHBFC2022
- 3. Interpreter service in the JHBFC2022
- 4. Other services that JETRO approve to provide

Article 4. Expenses

- 1. JETRO shall bear the following expense for the Invitee:
 - a. Interpreter expense in the JHBFC2022 for the Invitee.
- 2. JETRO shall not bear the following expenses for the Invitee:
 - a. Personal or incidental expenses, including, but not limited to, compensation for Internet use, telephone, fax, and mail.
 - b. General costs of travel
 - c. All costs associated with PCs, tablets, smartphones, etc. and their peripherals
 - d. All expenses related to the participants and those present

Article 5. Conditions of Program Participation

To participate in the Program, the Invitee must:

1. Be a foreign firm with innovative products and

services in the fields of "Healthcare industry"(Pharma, MedTech, Aging, SportsTech etc.);

- 2. Be able to conduct business negotiations with Japanese companies, and academic and research institutions and must have a need to collaborate with Japanese companies;
- 3. Be able to have online meeting with Japanese companies during the program period, except for time zones that are difficult to accommodate due to time differences;
- 4. Be able to provide pitch materials of your company's products, prototypes, and services, as well as other contents necessary for business meetings with Japanese companies;
- 5. Confirm that the terminal environment, status of Internet line and application regarding the Invitee's PC, web camera, microphone, speakers, etc. satisfy the environment (hereafter "Setting Environment") including the settings of the application designated by JETRO (hereafter "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.

- 6. 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").
- 7. The Invitee 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 onscreen 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 $_{\rm shall}$ immediately discontinue the performance of the Program, in whole or in part.
- 8. 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.
- 9. The Invitee shall agree that JETRO will publish the results of the Program (including, but not limited to, questionnaire results from Invitees) at its sole discretion. Invitee shall not exercise any moral rights with respect thereto.
- 10. In addition to the provisions of each of the preceding paragraphs, the Invitee shall comply with the following items and JETRO's instructions in relation to receiving the Program.
 - (1) Access URLs, IDs, passwords, etc., of the Program shall not be disclosed to any third party unless otherwise instructed by JETRO.
 - (2) To prevent unauthorized access, the Invitee shall

enter the name (full name) at the time of the applying to the Program so that JETRO may identify the account of Invitee.

- (3)The Invitee shall not disclose the confidential information without the prior approval from the information provider in writing or in electromagnetic means.
- (4)The Invitee shall participate in the Program in an environment where a third party will not be able to view the screen of the PC when the Program are provided.
- 11. Be able to promptly respond to the questionnaire designated by JETRO and submit it in order to understand the results of the project. The questionnaire includes information on the results of the negotiations and the satisfaction with the program;
- 12. Understand the purpose of JETRO's project and be able to cooperate in the operation of the program. Cooperate in the follow-up survey after the completion of the program.

Article 6. Waiver of Liabilities

- 1. 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 Invitee. JETRO shall not be liable to the Invitee in any way, even in the event of any disadvantage to the Invitee in connection with the information provided by the Program.
- 2. 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, Invitee's Setting Environment, or other reasons. JETRO shall not be liable to Invitee in any way whatsoever in the event of any disadvantage to Invitee arising out of or in connection with the case above.
- 3. JETRO shall bear no responsibility or liability for any loss or damage incurred by the case that the expectations of the Invitee for the Program (program contents including business negotiations, results) are not met.
- 4. 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 Invitee in the event that any of the following items applies. JETRO shall not be liable to the Invitee in any way whatsoever in the event of any disadvantage to the Invitee 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;
 - (2) In the event that there is or is likely to be a

trouble with the system, etc. specified in the preceding paragraph;

- (3) În the event that the Invitee's situation has changed, such as a deviation from the Conditions of <u>Program Participation</u> provided in article 5.
- (4) In addition to the preceding item, in the event that the Invitee breaches any instructions or conditions provided by JETRO, or agreements with JETRO;
- (5) In the event that there is a risk of security, etc. in the terminal environment of the Invitee's PC, etc., the status of Internet lines and applications;
- (6) In the event that the Invitee is found to be substantially involved in anti-social forces;
- (7) In the event that the Invitee 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
- (8) In the event that JETRO determines that it is appropriate in addition to the provisions of the preceding items.
- 5. 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. (hereafter "System Intrusion, etc.").
- 6. Notwithstanding the provisions of the preceding paragraph, JETRO shall not assume any responsibility to the Invitee 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.
- 7. In addition to the provisions of the preceding paragraphs, JETRO shall not be liable to Invitee for any damage whatsoever caused to the Invitee arising out of or in connection with the Invitee's applying to the Program or JETRO's providing the Program.

Article 7. Consent items

Please note the following:

All information submitted by the Invitee to JETRO for participation in this Program, except for information designated by the Invitee as not being made public, will be used for the operation of this Program, and will be made public on the JETRO website and so on for the purpose of business matching.

Article 8. Cancellation Policy

In the event that the Invitee becomes unavailable to participate in the Program, the Invitee shall promptly notify JETRO of such unavailability and the reason in writing. Any and all costs incurred by JETRO or its affiliates on behalf of the Invitee in connection with the Invitee's cancellation or withdrawal from the Program shall be borne by the Invitee (who cancelled) or the Invitee's company. Payment of such fees/costs must be made within 30 days from the initial payment request to JETRO Tokyo HQ by overseas remittance.

Article 9. Observance of Japanese Law and the Terms and Conditions

The Invitee is required to observe and abide by Japanese laws as well as these Terms & Conditions. Any disputes related to the Program generally shall be governed by Japanese law and adjudicated in Tokyo District Court.

Article 10. 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.

I hereby accept JETRO's online invitation program in accordance with the "Terms and Conditions" herein as of the date written below:

Company Name:	

Name*:

Title*:

Signature:

Date (mm/dd/yyyy): ____ / _/

* Please print in block letters.