

COSME TOKYO 2018

6th INT'L COSMETICS TRADE FAIR

Dates: January 24(Wed) - 26(Fri), 2018

Venue: Makuhari Messe, Japan

Organised by: Reed Exhibitions Japan Ltd.

CONTRACT FOR EXHIBITION SPACE (Please print or type)

In connection with an exhibition space at the above named exhibition, Reed Exhibitions Japan Ltd. (the "Organiser") and the company named below (the "Exhibitor") hereby agree to enter into this contract, which will constitute their binding agreement when signed by both the Organiser and the Exhibitor.

Company Name _____

By Mr./Ms. _____ Job Title _____

Address _____ Country _____

Tel + _____ Fax + _____ E-mail _____

1. Exhibiting Plan (please tick)

- "New Comers to the Japanese Market" Exhibiting Plan Regular Plan
**New Comers to the Japanese Market" Exhibiting Plan is only available for the companies who do not have importer/distributor in Japan.

2. Price [1 booth = 18.0sqm (6.0m x 3.0m)]

*1 Special Discount Rate available until March 31, 2017.
*2 Packaged Booth consists of Exhibit Space and Rental Display System.

■ Exhibit Space × JPY 858,000*1 JPY 915,000 / Booth = JPY _____

■ Packaged Booth*2 × JPY 1,198,000*1 JPY 1,255,000 / Booth = JPY _____

■ Corner Charge (Applied only when a corner booth is allotted) × JPY 20,000 / Corner = JPY _____

Mini Booth = 9.0sqm (3.0m x 3.0m) (Please tick)

- Exhibit Space: JPY 429,000*1 / JPY 457,500 Packaged Booth*2 : JPY 599,000*1 / JPY 627,500

■ Exhibitor Presentation × JPY 200,000 / Session = JPY _____

■ Total Amount excluding 8% Consumption Tax ① JPY _____

■ Total Amount including 8% Consumption Tax (①×1.08) JPY _____

3. Payment Schedule:

30% upon signing the contract as Down Payment JPY _____ 70% due on or before September 24, 2017 JPY _____

4. Import of Unapproved Cosmetics

In Japan, unapproved cosmetics can be exhibited and distributed under certain conditions. Please confirm and tick either of the following:

- Exhibit up to 20 kinds of products for free; or
 Considering to exhibit more than 20 kinds of products or distribute samples at cost

Application for Consumption Tax Exemption

Any fee related to exhibiting at the Exhibition is subject to Consumption Tax. However, for foreign exhibitors, this tax shall be exempted for the Exhibit Space and Rental Display System fees when the condition below is met and the following requirement is complied with.

- The Exhibitor has neither affiliates nor agents in Japan.
- If the Exhibitor establishes an affiliate in Japan or appoints an agent in Japan on or before the first day of the Exhibition, the Exhibitor shall report this event to the Organiser as promptly as possible and promptly pay (without need for any demand of the Organiser) Consumption Tax to the Organiser.

We herewith apply for Consumption Tax Exemption, confirming that we meet the above condition and agree to the above requirement. **AUTHORISED SIGNATURE**

Payment Method:

Payment must be made in Japanese yen only via bank transfer.

Bank: Sumitomo Mitsui Banking Corp., Tokyo Main Office A/C Name: Reed Exhibitions Japan Ltd. A/C No.: Current Account 0242780 Swift Code: SMBCJPJT

When payment is made, the Exhibitor shall send an evidence of the bank transfer to the Organiser. All bank commission incurred to be paid by the remitter.

Cancellation of this contract will be accepted only at the sole discretion of the Organiser. The Exhibitor will be liable for the cancellation charges stated below for any cancellation, and any amount paid by the Exhibitor prior to the cancellation may be retained by the Organiser and offset against the cancellation charges. Cancellation charges shall be paid by the Exhibitor upon the Organiser's demand.

Cancellation Charges:

The Organiser will collect as a cancellation charge (a) 30% of the total amount payable (inclusive of Consumption Tax) as set out in the exhibit space contract if the cancellation occurs before the day that is 4 months prior to the first day of the Exhibition (the "Fee Change Date"), or (b) the full amount payable under the exhibit space contract if the cancellation occurs on or after the Fee Change Date (See more details on Page 2).

[Fee Change Date] September 24, 2017

We have read the Exhibition Rules and Regulations as printed on Page 2, and agree that they are a part of this contract and hereby further agree to abide by them and any additional rules deemed necessary by the Organiser.

Date _____ By _____ Job Title _____

AUTHORISED SIGNATURE

Please printout this form and be sure your completed contract has been signed in the space provided above. RETURN both Page 1 and 2 (make those photocopies for your files) to: Reed Exhibitions Japan Ltd. A signed copy of this contract will be returned to you.

We hereby accept the above contract.

No. _____ **FOR ORGANISER USE ONLY**

Company ID _____ (Contact: _____)

Date _____ By Show Director _____ Total Amount JPY _____

For: Reed Exhibitions Japan Ltd., 18F Shinjuku-Nomura Bldg., 1-26-2 Nishishinjuku, Shinjuku-ku, Tokyo 163-0570, Japan

EXHIBITION RULES AND REGULATIONS

Exhibitors

Exhibitors are limited to those companies or other entities that will exhibit products for the Exhibition as set out in the Participation Guide for Exhibitors or such other official materials supplied by the Organiser. The Organiser reserves the right to determine whether or not any product displayed by the Exhibitor is suitable as a product for the Exhibition.

Exhibits

The manner of exhibiting permitted at the Exhibition shall be based on common sense. The Exhibitor must comply with the Official Exhibitor Manual supplied by the Organiser. The Exhibitor must carry out its exhibition so as not to interfere with its surroundings. The Exhibitor shall not display in its exhibit any product not set out in the Participation Guide for Exhibitors or such other official materials supplied by the Organiser.

Installation and Dismantlement

The Exhibitor shall install and dismantle its exhibit space according to the schedule stipulated in the Official Exhibitor Manual supplied by the Organiser.

Prohibition of the Abandonment of Exhibit Space

Exhibitors are prohibited from discontinuing their exhibit during the Exhibition without permission from the Organiser. In addition, Exhibitors must station at least one personnel to be present at the exhibit space during the Exhibition.

Personnel

The Organiser reserves the right to determine whether or not the attitude and attire of exhibition personnel are acceptable.

Distribution of Materials

Exhibitors may, at their discretion, distribute hand bills or other printed advertising materials within their exhibit space; however, the contents of these distributed materials must be limited to those related to the exhibits. Exhibitors will be fully liable for any and all things arising from such distribution and distributed materials, and the Organiser will not be liable for them.

Official Catalogue and Exhibitor Directory

(i) The Exhibitor hereby authorises the Organiser to publish its directory entry on the exhibition website, in the official catalogue for the Exhibition and/or in any other directory relating to the Exhibition or relevant industry, in each case whether published electronically, in print or in any other media.

(ii) The Exhibitor is required to complete its own directory entry on the exhibition website. The Exhibitor warrants that the names, logos, art works and other contents displayed by the Exhibitor on the exhibition website, or in the official catalogue or other directory, will not infringe the intellectual property rights of any third party and shall not contain anything which is libellous, obscene, indecent, blasphemous or in any way unlawful. The Exhibitor agrees to indemnify the Organiser and keep it fully indemnified against all damages, loss of profits, loss of reputation, claims, costs and expenses suffered or incurred by it by reason of any breach of the above warranty. If the Exhibitor fails to complete its directory entry on the exhibition website, the Organiser will be entitled to enter the Exhibitor's details on its behalf, subject to the above indemnity from the Exhibitor.

(iii) The Organiser does not accept any responsibility for any omissions, misquotations or other errors which occur in the compilation of the Exhibition Directory, on the exhibition website, in the official catalogue of the Exhibition or other directory published electronically, in print or in any other media.

Prohibition of Exhibits for the Purpose of Employment

Any exhibits for the purpose of soliciting prospective employees, and employee-recruiting activities of any kind, are prohibited.

Compliance with Safety and Fire Laws

All fire and safety laws applicable to the site for the Exhibition ("Exhibition Site") must be strictly observed by exhibitors. Aisles and emergency exits may not be blocked by persons or properties. Exhibitors are prohibited from creating any site for storage of their properties outside their exhibit space.

Compliance with Sound Level Standards

Any exhibitor making sounds must comply with the sound level standards established by the Organiser so as not to bother other exhibitors. The Organiser reserves the right to refuse or exclude any exhibit, the Exhibitor or its agent if the Exhibitor fails to comply with the sound level standards.

Photography; Video Shooting; Voice

The Organiser reserves the right to take photographs, make videos and record sounds of the Exhibition. Exhibitors wishing to take photographs, make videos, or record sounds of their exhibits must obtain the Organiser's prior approval to do so.

Exhibit Space Assignment

The Organiser will determine the assignment of exhibit space according to factors such as the order in which the exhibit space contracts were received or the number of booths. The Organiser also reserves the right, in the interests of optimum traffic control and effective exhibit exposure, to change the exhibit space plan and reassign exhibit space in relation thereto.

Prohibition of Exhibiting any Product that Infringes a Third Party's Intellectual Properties or Copies a Model, Design or Other Representations of a Third Party's Products

The Exhibitor shall not display at the Exhibition (i) any product that infringes, or is likely to infringe, a third party's intellectual properties or its applications relating to its intellectual properties in Japan or foreign countries, and (ii) any product that copies or imitates, or is likely to copy or imitate, the model, design, or other representations of a third party's products that have already been exhibited or commercially sold in any country before the commencement of the Exhibition. The Organiser has the authority, without being liable to the Exhibitor, to (a) remove from the Exhibition Site all or part of the products that the Organiser reasonably determines as falling within the scope of (i) or (ii) above, and store them in a place determined by the Organiser at the Exhibitor's expense until the Exhibition is finished, and (b) refuse admission to the Exhibition Site of the Exhibitor and its employees or agents that the Organiser reasonably determines are exhibiting the above products or exclude such persons from the Exhibition Site.

Cancellations of Contracts

(i) Cancellation of exhibit space contract

The Exhibitor must cancel its exhibit space contract in writing. In the case of a cancellation of the entire contracted exhibit space, the Organiser will collect as a cancellation charge (a) 30% of the total amount payable (inclusive of consumption tax) as set out in the exhibit space contract if the cancellation occurs before the day that is 4 months prior to the first day of the Exhibition (the "Fee Change Date"), or (b) the full amount thereof if the cancellation occurs thereafter. In the case of a cancellation of part of the contracted exhibit space, the Organiser will collect as a cancellation charge (a) 30% of the exhibit space fee (inclusive of consumption tax) for the cancelled exhibit space if the cancellation occurs before the Fee Change Date, or (b) the full amount thereof if the

cancellation occurs thereafter. Only in the case of a cancellation of the entire contracted exhibit space, the application for the Rental Display System and for the exhibitor presentation of its products and/or technology ("Exhibitor Presentation") will be automatically cancelled. The Organiser reserves the right to reassign at its discretion the cancelled exhibit space irrespective of the collection of the cancellation charge. The Exhibitor will not be released from its obligation to pay the cancellation charge even if (a) the cancelled exhibit space is reassigned to another exhibitor, or (b) the contract is made or/after the Fee Change Date. If the Exhibitor cancels all or part of the contracted exhibit space within 2 months prior to the first day of the Exhibition, the Exhibitor must provide the basic displays as set out in the Official Exhibitor Manual and arrange for at least one personnel to be present at the exhibit space, unless the Organiser deems it unnecessary.

(ii) Cancellation of Rental Display System

If the Exhibitor cancels the Rental Display System, the total amount of the Rental Display System fee (inclusive of consumption tax) shall be fully refunded, provided that the cancellation is notified in writing to the Organiser at least 1 month prior to the first day of the Exhibition. If the cancellation occurs within 1 month prior to the first day of the Exhibition, the Organiser shall collect the full amount of the Rental Display System fee (inclusive of consumption tax) as a cancellation charge. The same shall apply to the case of a cancellation of part of the Rental Display System.

(iii) Cancellation of Exhibitor Presentation

If the Exhibitor cancels the Exhibitor Presentation, the total amount of the fee for the Exhibitor Presentation (inclusive of consumption tax) shall be fully refunded, provided that the cancellation is notified in writing to the Organiser at least 4 months prior to the first day of the Exhibition. If the cancellation occurs within 4 months prior to the first day of the Exhibition, the Organiser shall collect the full amount of the fee for the Exhibitor Presentation (inclusive of consumption tax) as a cancellation charge. The same shall apply to the case of a cancellation of part of the Exhibitor Presentation.

Sub-leasing

Exhibitors may not permit other companies, entities or individuals to use their exhibit space, or any part thereof, without permission from the Organiser.

Rejected Participation

The Exhibitor must conduct its exhibition at all times in compliance with the Exhibition Rules and Regulations laid down by the Organiser. The Organiser reserves the right to reject or eject an exhibit or any exhibitor or its agents, with or without giving cause. Even if cause is not given, the Organiser shall not be liable to the Exhibitor other than for a prorated refund of the amount of the exhibit space fee determined on the basis of the number of exhibit days remaining. If an exhibit or any exhibitor is ejected for violation of the Exhibition Rules and Regulations or for any other stated reason, no return of the exhibit space fee shall be made.

Admission Refusal

The Organiser reserves the right to refuse admission of exhibitors and visitors, whenever it deems such a refusal to be necessary in the interest of ensuring the safety at the Exhibition or for any other reason.

Elimination of Antisocial Forces

If the Exhibitor falls under a group or an individual person (so-called antisocial forces) who pursues economic benefits using violent, intimidating or fraudulent means, etc., or conducts any of the following acts, either by itself or through a third party, the Organiser may terminate this Agreement without prior notice: (i) making demands using violent means; (ii) making unlawful or false demands; (iii) using threatening words, behavior or violence with regard to trading; (iv) damaging the credit or obstructing business of the Organiser or other exhibitors, by spreading a rumor or using a fraudulent means or force; or (v) any other act equivalent to one of the preceding acts.

Termination of Exhibition

In the event that the Organiser determines that the premises in which the Exhibition is held has become unfit for entry, or the holding of the Exhibition or the performance of obligations by the Organiser under the Agreement has been interfered with by any "cause or causes not within the reasonable control of the Organiser," an individual agreement based on this Agreement and/or the Exhibition (or any part thereof) may be terminated by the Organiser. The Organiser will not be liable for delay, damage, loss, increased cost, or other unfavorable condition arising by virtue of "cause or causes not within the reasonable control of the Organiser." For purposes of this clause, the phrase "cause or causes not within the reasonable control of the Organiser" shall include, without limitation: fire, flood, storm, epidemic, earthquake, explosion, other accident and incident; blockade, embargo, inclement weather, restraints or orders of government or public enemy, act of public enemy, riot or civil disturbance, terrorism; strike, lockout, boycott or other labor disturbance; inability to secure sufficient labor; failure, impairment or defect of adequate transportation facilities; or inability to obtain or condemnation or requisition of necessary supplies or equipment due to national or local laws, ministerial ordinances, municipal bylaws, rules, orders, circular notice or decree, whether legislative, executive or judicial, and whether constitutional or unconstitutional. Even if the Organiser terminates an individual agreement based on this Agreement and/or the Exhibition (or any part thereof), with or without giving cause, the Organiser will not be liable to the Exhibitor other than for a prorated refund of the amount of the exhibit space fee determined on the basis of the number of exhibit days remaining.

Liability

The Organiser and all companies, entities and individuals who are employed by or associated with it in connection with the Exhibition shall not be liable for any and all damage including accident or injury that may occur to the Exhibitor or its employees or companies, entities, individuals who are employed by or associated with the Exhibitor, the general public or other third party as a consequence of fire, theft, or any other cause. The Organiser is not responsible for any breakage, loss or damage to the Exhibitor's property. The Exhibitor shall pay promptly for any and all damage including any damage to the exhibition building or its equipment incurred through carelessness, or otherwise, of the Exhibitor's employees, or companies, entities or individuals who are employed by or associated with the Exhibitor. The Organiser shall not be responsible for any unintended errors or omissions in the invitation ticket, the exhibition website, the floor plan or in any other promotional material of the Exhibition.

Handling of Personal Information

The Organiser may use the personal information of individuals from exhibition related parties for any communications necessary for the holding of the Exhibition. In addition, the Organiser may send electronic mails or other advertising materials to exhibition related parties for promoting the Exhibition or other exhibitions to be organised by the Organiser. Exhibition related parties give their consent to the Organiser to provide their personal information to its designated partner company or a trade publication that gathers or features information related to the Exhibition whenever the Organiser deems such a provision necessary.

Governing Law and Jurisdiction

The Exhibition Rules and Regulations shall be governed by and construed in accordance with the laws of Japan. The Tokyo District Court shall have the exclusive jurisdiction over any dispute arising in connection with the Exhibition Rules and Regulations as the court of the first instance.

Organised by



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