

Application and Contract for Exhibit

19th DIA Japan Annual Meeting 2022

October 9-11, 2022 Hybrid | Tokyo Big Sight & Virtual



Company Contact Information	Payment Options and Information Payment may be made by credit card or bank transfer. Please note the exhibit space will not be assigned without payment in full. Companies with outstanding balance will be prohibited from moving in at the Tokyo Big Sight.	
Exhibiting Company Name		
Contact Name (all correspondence will be sent to the contact information provided below)	☐ Credit Card payments by Visa, MasterCard or JCB ONLY: ☐ VISA ☐ MC ☐ JCB	
Address Line 1	Cardholder's Name:	
	Card Number	
Address Line 2	Card Number:	
	Expiration Date:	
City, State/Province, Postal Code, Country	Signature:	
Telephone Number	☐ Bank Transfers should be made to: Resona Bank, Limited., Azabu branch, 1-11-8, Azabujuban, Minato-ku, Tokyo 106-0045 Japan ADVANTAGE Inc. Ordinary Account Number: 0469532 Bank Code: 0010. Store Number: 700. SWIFT Code: DIWAJPJT	
Email Address (required for confirmation) Exhibiting and Support Rates	Company name, as well as the Meeting ID 22303 must be included on the transfer document to ensure payment to your account. Payment does not denote approval of your application to exhibit. If application is denied a furefund will be processed. All local and overseas charges incurred for the bar transfer must be borne by payer.	
Please refer to the Exhibiting and Support Opportunities brochure for additional information for the products listed below. Gold Sponsor (4 opportunities available)	Cancellation and Downsizing Policy	
(¥1,000,000 + 10% Consumption Tax) = ¥1.100,000 ☐ Silver Sponsor (10 opportunities available)	Cancellations/Downsizing requests MUST be in writing and may be emailed to DIAexhibit@advantage-inc.jp.	
(¥600,000 + 10% Consumption Tax) = ¥660,000 ☐ Bronze Sponsor (10 opportunities available) (¥300,000 + 10% Consumption Tax) = ¥330,000 ☐ On-demand Webinar (30 min) (¥300,000 + 10% Consumption Tax) = ¥330,000	Cancellations/Downsizing requests received <i>on or before</i> : August 9, 2022 will receive a 75% refund. Cancellations/Downsizing requests received <i>on or before</i> : September 9, 2022 will receive a 50% refund. Cancellations/Downsizing requests received <i>after</i> :	
☐ Industry Exhibit on DIA Exhibit Web Site (¥200,000 + 10% Consumption Tax) = ¥220,000	September 10, 2022 will receive NO refund. Booth rental fees are non-transferable.	
 Academia Exhibit on DIA Exhibit Web Site (¥150,000 + 10% Consumption Tax) = ¥165,000 Industry Exhibit Booth Space (2475 x 2475mm per booth space) 1 Booth Space - (¥500,000 + 10% Consumption Tax) = ¥550,000 2 Booth Spaces - (¥800,000 + 10% Consumption Tax) = ¥880,000 3 Booth Spaces - (¥1,100,000 + 10% Consumption Tax) = ¥1,210,000 	Registrants are responsible for cancelling their own hotel and airline reservations. DIA reserves the right to alter the venue, if necessary. If an event is cancelled, DIA is not responsible for any airfare, hotel or other costs incurred to registrants.	
☐ 4 Booth Spaces - (¥1,350,000 + 10% Consumption Tax) = ¥1,485,000 ☐ Academia Tabletop Space (2300 x 1400mm)	Contract Signature	
☐ 1 Tabletop Space - (¥150,000 + 10% Consumption Tax) = ¥165,000 ☐ 1 Tabletop Space in the exhibit hall- (¥250,000 + 10% Consumption Tax) = ¥275,000 ☐ Banner Advertising of Registration Confirmation Email (¥300,000 + 10% Consumption Tax) = ¥330,000 ☐ Stamp Rally	My signature below denotes that I accept the points listed in the declaratio agree to be invoiced for the total amount payable including 10% Japanese cor sumption tax, and am authorized to make the commitment on behalf of my o ganization. I understand and accept the inclusions of the exhibition package I appurchasing, and agree to abide by the Terms and Conditions of participating this event as outlined below.	
(20 opportunities available, Company Logo on the back side of the card) (¥20,000 + 10% Consumption Tax) = ¥22,000 ☐ Self-standing Advertising Stand	Authorized signature	Date
☐ 1 sign - (¥100,000 + 10% Consumption Tax) = ¥110,000 ☐ 2 signs - (¥150,000 + 10% Consumption Tax) = ¥165,000		
Congress Bag Insert (¥30,000 + 10% Consumption Tax) = ¥33,000	Total Amount Due: ¥	
Exhibition Booth desired Place		
Check the attached floor plan. 1st Choice	Nihonbashi Life Science Building 6F 4	ADVANTAGE Inc. th Matsuzaka Building 3F -33-5 Higashi-Azabu

We may not be able to meet your request.

2nd Choice

3rd Choice

Chuo-ku

Tokyo 103-0023 Japan

Ayaka Hirai / Nozomi Yoshino

Exhibit & Support Contact:

Minato-ku

Tokyo 106-0044 Japan

DIA Japan will organize the Japan Annual Meeting 2022 to be held virtually, in a dedicated event platform (hereinafter "DIA JAM 2022"); Whereas, Sponsor is a company that wishes to fund part of the costs relating to the organization and the performance of DIA JAM 2022; Now, therefore, the Parties hereto agree as follows:

1 SPONSORSHIP

1.1 In General

The Sponsor shall fund part of the costs relating to the organization and the performance of DIA JAM 2022. In return, DIA Japan shall enable Sponsor to carry out corporate support activities.

1.2 Corporate Support Activities, Sponsorship Amount and Services

The corporate support activities that the Sponsor can purchase are described in the DIA Japan Annual Meeting 2022 Sponsorship & Exhibition Prospectus hereinafter "Prospectus") attached hereto, together with the sponsorship amount that the Sponsor has to pay for such activities (hereinafter the "Sponsorship Amount") and with the services that DIA Japan has to provide (hereinafter the "Services"). Except as otherwise expressly stated in the Prospectus, all amounts are inclusive of 10% Japanese consumption tax.

1.3 Booking

Applications will be received by DIA Japan's event partner Advantage Inc. on behalf of DIA Japan. The Sponsor can book the corporate support activities, which it wishes to receive by filling in the Application Form and returning it to Advantage Inc. at DIAexhibit@advantage-inc.jp. DIA Japan can accept or reject the subscription at its sole discretion. Upon DIA Japan's acceptance of the subscription, this Agreement and the relevant dispositions in the Prospectus and in the Application Form become binding for both Parties.

1.4 Invoicing

Invoicing will be managed by DIA Japan's event partner Advantage on behalf of DIA Japan. Advantage Inc. shall send to the Sponsor an invoice for the Sponsorship Amount to be paid by the Sponsor. Such invoice shall comply with the legal requirement of the country in which DIA JAM 2022 takes place. The Sponsor may request that the invoice bear additional details (e.g. purchase order number), provided such requests are reasonable.

1.5 Payments

The Sponsor shall pay the Sponsorship Amount by the date specified in the invoice or, if no date is specified, at the latest 30 days after the date of invoice.

1.6 Sponsor Cancellation Policy

Cancellations and changes to your original booking must be made in writing to Advantage Inc. at DIAexhibit@advantage-inc.jp. For cancellations made:

Cancellations/Downsizing requests received on or before: August 9, 2022 will receive a 75% refund.

Cancellations/Downsizing requests received on or before: September 9, 2022 will receive a 50% refund.

Cancellations/Downsizing requests received after: September 10, 2022 will receive NO refund.

No refund will be possible after this date.

2 OBLIGATIONS OF DIA Japan

2.1 Organization of DIA JAM 2022

DIA Japan shall organize DIA JAM 2022 as planned and in compliance with applicable laws and regulations. DIA Japan shall organize DIA JAM 2022 in its own responsibility and the Sponsor does not bear any financial responsibility for DIA JAM 2022, except for the payment of the amounts due under this Agreement.

2.2 Services

DIA Japan shall perform the Services as described in the relevant disposition in the Prospectus.

2.3 Use of Sponsorship Amount

DIA Japan shall use the Sponsorship Amount solely for the purposes set out in its by-laws.

3 TERM

This Agreement shall remain valid until the completion of all obligations of the Parties under this Agreement.

4 NO INFLUENCE ON RESEARCH, TREATMENTS OR SALES

The Sponsor agrees and confirms that this Agreement has been concluded neither to influence research or research topics, nor to influence treatment decisions, nor current or future sales transactions with DIA Japan or the participants of DIA JAM 2022. The sponsorship does not commit DIA Japan or the participants of DIA JAM 2022 to conduct research in a particular field or manner, or to accept, prefer or recommend services or products from the Sponsor.

5 TRANSPARENCY

The Sponsor and DIA Japan commit to transparency as set out in various legislation, regulations and standards of applicable international and national codes of the pharmaceutical industry. Thus, the Parties may disclose payments or transfers of value under this Agreement as well as further details, as deemed necessary by the disclosing Party, including publication on its websites.

Upon the other Party's request, each Party will provide to the other the necessary information allowing it to comply with its transparency requirements.

6 COMPLIANCE AND CONFLICT OF INTERESTS

The Sponsor shall comply with DIA Japan's Code of Practice, with applicable legislation, regulations and the standards of applicable international and national codes of the pharmaceutical industry.

Each Party ensures to the other Party that it is not aware of any conflict of interests, that would prevent it from entering into this Agreement.

7 ANTI-BRIBERY

In connection with the performance of this Agreement, neither Party has made, offered or authorized or will make, offer or authorize any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any government official or any entity or other person where such payment, gift, promise or other advantage would violate the anti-bribery and money-laundering legislation or any other applicable law.

8 DATA PRIVACY

The Parties may process personal data of the other Party for the purpose of fulfilling this Agreement. DIA Japan may further process the data for marketing purposes, in particular for managing prospecting and loyalty and receiving news

The Parties may process the data as long as necessary for the processing purposes, namely during the business relationship and for a duration of 11 years thereafter for bookkeeping purposes and where its overriding interests allow it, in particular to be able to be able to prove proper performance of DIA Japan's obligations. The Sponsor may withdraw its consent to the processing for marketing purposes at any time.

The personal data processed include the following data: name of Sponsor, name of DIA Japan, first and last name of contact person(s) and meeting attendees, title, postal address, email addresses, telephone and fax numbers and bank information.

The Parties may share the data to third parties providers ("processors"), including Advantage, solely for the purposes mentioned above. The data may be processed worldwide (in particular data published on the web) always in compliance with data protection laws. Personal data may be disclosed if one of the Party is legally obliged to do so. DIA Japan has taken appropriate technical and organizational measures to protect personal data against loss and unauthorized access. The Sponsor has a right of access and may request that its personal data be transferred (right to data transfer), corrected or deleted or that its processing be restricted. It is not possible to limit the processing or deletion of personal data if this data is necessary for the fulfilment of the Agreement or if DIA Japan has a legitimate interest in processing or storing such data.

DIA Japan is responsible for the processing of personal data. The Sponsor can contact DIA Japan by email (japan@diaglobal.org) for data protection concerns.

The Sponsor and DIA Japan warrants to each other that the data subjects have provided their consent to the processing of their personal data after having been duly informed. The persons whose personal data are processed have the right to access and correct their own personal data and the right to withdraw their consent. For this purpose, they must send any queries about the processing of their personal data to the Sponsor or DIA Japan, respectively.

9 INDEMNIFICATION

In connection with the performance of this Agreement, the Sponsor warrants that it complies with applicable legislation, regulations, standards of applicable international and national codes of the pharmaceutical industry and DIA's Code of Practice.

The Sponsor further warrants that it does not infringe third party rights (such as trademark rights and copyrights).

The Sponsor shall indemnify DIA Japan from any losses, liabilities, damages and claims (including reasonable attorneys' fees) incurred by DIA Japan as a result of any claim, in which it is asserted that the Sponsor infringed this Agreement. DIA Japan shall promptly notify the Sponsor of any asserted claim. The Sponsor, at its sole expense, shall diligently conduct the defense of such claim and all negotiations for its settlement, using competent legal advisors. DIA Japan shall give the Sponsor reasonable assistance, at the Sponsor's request and expenses.

10 LIMITATION OF LIABILITY

Unless otherwise foreseen by mandatory law, the liability of DIA Japan shall be limited to the amount received under this Sponsorship Agreement.

11 GENERAL PROVISIONS

11.1 Annexes and Order of Precedence

All Annexes form an integral part of this Agreement. In the event of any inconsistency between this Agreement (not including the Annexes) and the Annexes, the provisions of this Agreement shall govern.

11.2 Force Majeure

DIA Japan shall not be liable to the Sponsor for any losses, costs, damages or expenses suffered or incurred as a direct or indirect result of an event beyond the control of DIA Japan, including without limitation, any act of God, disease or epidemic, pandemic, strike, lock-out, industrial disturbance, failure of suppliers, act of public enemy, war, labor dispute, terrorist act, blockade, riot, civil commotion, public demonstration or governmental or local authority restraint, nor shall DIA Japan be liable to refund any fees.

11.3 Severability

If any provision of this Agreement is for any reason held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that comes closest to the intention of the Parties underlying the original provision.

11.4 Whole Agreement

This Agreement contains the whole agreement between the Parties concerning the subject matter hereof and supersedes all previous agreements, promises, proposals, representations, understanding and negotiations, whether written or oral, between the Parties relating thereto. No general terms and conditions, terms of use or any other terms of the Sponsor shall be applicable.

11.5 Governing Law

This Agreement is governed by the substantive Laws of Japan. The exclusive place of jurisdiction shall be Tokyo, Japan.