

## Terms and Conditions

### Introduction

The program's goal is finding companies which have innovative solutions for disaster risk reduction related fields and facilitating these companies expanding to the Japanese market and collaborating with Japanese companies. For this purpose, leading Japanese corporations ("Partners") will present their challenges in these fields to search for solutions from the Participants.

The program is organized by Sendai City, Fukushima Prefecture, Ministry of Economy, Trade and Industry (METI), Japan External Trade Organization (JETRO), Skylight Consulting Inc., and SAMI LLC. ("Organizers").

The program consists of two events. The first is a private pitch event for Partners, and the second is an open business matching event with Japanese companies.

The duration of the program is from December 2020 to March 2021.

### Eligible Participant

- Companies or startups that provide innovative solutions for disaster risk reduction related fields or leading-edge technologies can apply to the program.
- Applicants shall be interested in doing business in Japan or collaborating with Japanese companies.
- Participants will be selected by Partners and Organizers. The terms of the screening process or reasons for rejection shall not be disclosed.

### What Participants shall do

- Partners may provide further information about their challenges by creating specific videos (called "reverse pitch"). If Partners provide reverse pitch, Participant shall watch the videos and develop solutions for their subject task. Participant can ask Partners about their challenges by email or video meetings several times.
- Participant shall attend each Partner's private pitch event and make a presentation related to the subject.
- Participant shall also attend the open business matching event with Japanese companies which are open to anybody.
- For both events, Participant shall make a video presentation about solutions for the

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challenge through the VIDEO PITCH system produced by SAMI. In doing so, Participant shall agree with [SAMI Terms of service \(https://video-pitch.com/terms\\_of\\_service\)](https://video-pitch.com/terms_of_service).

### **Intellectual Property**

No pre-existing intellectual property rights (“Intellectual Property Rights”) of the parties shall be transferred under these Terms. Intellectual Property Rights means any and all rights in any patents, trademarks, service marks, registered designs, applications (and rights to apply for any of those rights), trade, business and company names, internet domain names and email addresses, copyrights, database rights, know-how, trade secrets, rights in designs and inventions; rights under license, consent, orders, statute; and other similar rights or obligations whether registerable or not in any country.

Participant retains all Intellectual Property Rights to all documents, information, items and materials it provides to Organizers and Partners (“Participant Materials”). Participant acknowledges and agrees that materials it supplies to Organizers and Partners may be used by Organizers and Partners for evaluating Participant’s performance and in internal communications.

Organizers and Partners shall retain all Intellectual Property Rights to the Program materials. Participant may use the program materials for the sole purpose of participating in the program. Program material refers to any documents, information, items and materials in any form, which are provided by Organizers and Partners to Participant in connection with the program.

### **Reference Rights and Publicity**

In case Participant is selected to the program, both Participant, Organizers and Partners may use Participant’s participation in the program as a reference. The parties acknowledge that only public information of the program may be disclosed as part of such reference. Participant understands that its team members and their activities in the program might be photographed and recorded, and that Organizers, Partners, media, or other third parties may use and publish such photo and video footage.

### **Confidentiality**

Each party undertakes to maintain in confidence any Confidential Information (“Confidential information”) received in any form from the other party, and not to disclose such information or materials to a third party or to use Confidential Information of the other party for purposes

unrelated to the program.

Confidential Information means any information and materials in any form that have been marked confidential or that are to be considered trade secrets or otherwise confidential information of a party, including technical, commercial and financial information.

The receiving party shall grant access to the Confidential Information to only those of its employees, representatives, subcontractors and advisors to whom such access is necessary for the purposes of the program. The receiving party shall ensure that these persons are bound by a non-disclosure obligation equivalent to obligations set forth in these Terms. Upon the written request by the disclosing party, the receiving party shall return to the disclosing party all Confidential Information of the disclosing party and any copies thereof, or where instructed by the disclosing party, destroy any copies thereof. The non-disclosure obligation is effective as of the disclosure of the Confidential Information and remains effective for a period of 3 years after the end of the program.

**Participant Guarantees that:**

It has used its best efforts to ensure the accuracy of the Participant Materials.

It has all necessary rights to disclose and submit the Participant Materials to Partners and Organizers for the purposes of the program.

The disclosure and submission of the Participant Materials do not breach any contract or obligation between Participant and a third party.

The Deliverables do not infringe the Intellectual Property Rights of third parties.

The Participant Materials do not contain any viruses, Trojan horses, worms, harmful code or any other elements that are malicious or damaged.

**Cancellation**

The organizers has the right to disqualify Participant from the program at any time by their sole discretion, for example due to an inappropriate behavior at the program; failure to prepare a video pitch for both private pitch and business matching event; breach of the rules of the program or these Terms; or due to the wish of Partners. Organizers and Partners are not responsible for any damage or inconvenience caused by a cancellation or suspension of the program or Participant's disqualification.

**Limitation of Liabilities**

No party shall be responsible to the other party for any indirect, incidental or consequential

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damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, or claims of customers of any of them or other third parties for such or other damages loss of revenue or loss of contracts. For any remaining contractual liability, a party's aggregate liability towards the other party shall be limited to the amounts payable by Organizers to Participant under the Terms. The limitations of liability under this section do not apply to any damage caused by the liable party's willful misconduct, gross negligence, breach of confidentiality obligations or infringement Intellectual Property Rights.

### **Governing law and disputes**

These Terms shall be governed by and construed in accordance with the laws of Japan. Any dispute, controversy or claim arising out of or relating to these Terms, or the breach, termination or validity thereof shall primarily be settled through negotiation between the parties.

If the matter cannot be resolved amicably it shall be finally settled by arbitration in accordance with the rules of procedure of The Japan Commercial Arbitration Association. The place of the arbitration shall be Tokyo, Japan.

Established on 10 November 2020

Sendai City

Fukushima Prefecture

Ministry of Economy, Trade and Industry (METI)

Japan External Trade Organization (JETRO)