

- Terms of Main Sponsorship –

Definition of the Terms

These Terms specify the Main Sponsorship's types, benefits, application period, payment terms, and terms and conditions for the "Global Offshore Wind Summit-Japan 2025" (hereinafter, the "Event") organized by Japan Wind Power Association (hereinafter, "JWPA") and Global Wind Energy Council (hereinafter, "GWEC") to be held in Akita City, Japan on October 15 - 17, 2025.

An organization that submits an application for main sponsorship of the Event (hereinafter, "Applicant") is deemed to have consented to these Terms in submitting its application. An Applicant approved by "JWPA and GWEC" (hereinafter, collectively, "Organizers") following main sponsorship application shall be called as a "Sponsor" of the Event.

Sponsorship Types and Benefits

The tiers (types) and benefits of main sponsorship shall be as shown in the table below.

	PLATINUM SPONSOR	GOLD SPONSOR	SILVER SPONSOR	BRONZE SPONSOR
Sponsorship Ticket provided* ¹	5	3	2	1
Session's Speaking Slot (if wished)* ²	Yes	Yes	excluded	excluded
Sponsor Channel* ³ (On-demand Video)	Yes	Yes	Optional* ³	Optional* ³
Logo/Link in all Communications	Yes	Yes	Yes	Yes
On-Site Signages	Prominent Logo	Prominent Logo	Medium Logo	Small Logo
Advertising in Conference Program	1page	1 / 2 page	1 / 4 Page	1 / 4 Page
Exhibition Booth* ⁴	Dedicated (Venue 2)	Dedicated (Venue 2)	Dedicated (Venue 2)	Optional* ⁴
Projection on Stage Screen	Company name and Logo	Company name and Logo	Company name and Logo	Company name and Logo
Roll-up Banner Position Allocated* ⁵	Yes	Yes	Yes	Yes
Giveaways to Participants On-Site* ⁵	Yes	Yes	Yes	Yes
SPONSOR DINNER SEAT (Oct. 15th)	2 persons maximum	2 persons maximum	1 person	1 person
Attnding Kagami-Birakii in Dinner Party (Oct. 16th)	Yes	excluded	excluded	excluded
Member PRICE* ⁶ (Consumption Tax included)	USD 18,500	USD 11,000	USD 7,500	USD 4,800
Standard PRICE (Consumption Tax included)	USD 23,125	USD 13,750	USD 9,375	USD 6,000

*1 Sponsorship tickets have the same content as Type A tickets (including admission to the conference on all days and dinner party participation).

*2 This includes participation in a panel discussion or a solo presentation (15 minutes) during a thematic session. Priority will be given to sponsors who apply by the first deadline.

*3 Video materials will be provided by the sponsor. The material must be up to 10 minutes in both Japanese and English. The option price for the sponsored video is 77,000 yen (including consumption tax).

*4 Exhibit booth locations will be allocated on a first-come, first-served basis to sponsors. The optional exhibition booth fee is 330,000 yen (including consumption tax) and will be exhibited at the second venue.

*5 These will be prepared and provided by the respective sponsors. Exhibitors will be asked to display their banners within their own booths. Roll-up banners for sponsors who do not have a booth. They will be exhibited together in the second exhibition hall. If you wish, we can also produce banners at actual cost (starting from 70,000 yen per banner).

*6 GWEC members and JWPA regular members receive a 20% discount. Prices include consumption tax.

Sponsorship Application Periods

The first sponsorship application period of the Event shall be from March 10 through May 30, 2025, and the second sponsorship application period shall be until July 31, 2025. An Applicant for sponsorship of the Event needs to fill out the necessary section of the “Main Sponsorship Application” prepared separately and then submit the completed form to JWPA on behalf of the Organizers by email within the above-identified sponsorship inviting period. JWPA shall be entrusted by GWEC with rights and obligations regarding the conclusion of contracts with sponsors, billing and receipt of sponsor fees, and all other administrative procedures with sponsors.

Matters concerning Sponsorship Agreement and Payment

1. JWPA shall issue on behalf of the Organizers, in principle within 7 days after receipt of a “Main Sponsorship Application,” a “Sponsorship certificate” comply with the following “Terms and Conditions of Sponsorship” and an invoice of the amount corresponding to the applied sponsorship tier, unless the “Main Sponsorship Application” fails to be approved. With the issuance of the “Sponsorship Certificate”, the Sponsor Agreement based on these Terms and Conditions has been concluded between the Applicant and the Organizers.
2. The Applicant shall pay the invoiced amount in full to JWPA within 60 days after receipt of the pro forma invoice.
3. The Applicant approved as a Sponsor is not permitted to cancel the Sponsorship Agreement unless there is a written consent of the Organizers.
4. Where a cancellation is based on the consent defined in the preceding paragraph, the cancelling Applicant shall pay to JWPA a cancellation fee to compensate the Organizers for all losses incurred as a result of the cancellation, as follows:
 - (i) 80% of the total contract price for cancellation made more than one month prior to the start date of the Event; or
 - (ii) 100% of the total contract price for cancellation made one month or less prior to the start date of the Event.
5. If the Organizers cancels all the events, the total contract price (100%) will be refunded to the Applicant. In this case, the Organizers shall not be liable for compensating Applicants and Sponsors for any damage that might be incurred by the cancellation of the events.

Terms and Conditions of Sponsorship

1. Individual or entity that support activities of JWPA and GWEC (the “Organizers”) at the conference, exhibition, seminar, or working groups of the Event are defined as Sponsors. The Organizers and the Sponsor are hereinafter referred to individually as “Party.”
 - 1.1 The Organizers shall determine whether to accept sponsorship applications within 7 days, in principle, from the date of receipt of each application. The Organizers shall not be obligated to give reasons for its decisions to the Applicants.
 - 1.2 The sponsorship shall be established from the date of conclusion of a Sponsorship Agreement between the Sponsor and the Organizers. These Terms and Conditions shall constitute a part of the Sponsorship Agreement.
 - 1.3 The amount of the sponsorship (the sponsorship fee) shall include consumption tax, but not any other costs which are not under the Organizers’ control. The sponsorship amount may not be changed without the Organizers’ written consent.
 - 1.4 If the Organizers are unable to deliver any of the agreed sponsorship rights, the Organizers will inform the Sponsor to that effect as soon as reasonably practicable. The Organizers may substitute alternative benefits in respect of the same event, which have an equivalent value of the relevant sponsorship rights, without any liability to the Sponsor, except for the case defined in 1.12.3.
 - 1.5 The Sponsor agrees that it shall be solely responsible for all costs incurred relating to the attendance to the Event (including, without limitation, any travel costs, the costs of any temporary staff, and any costs relating to the stand the Sponsor erects at the Event).
 - 1.6 The Sponsor shall promptly comply with all reasonable instructions and directions issued by or on behalf of the Organizers in connection with the Event and its promotion (including, without limitation, any instructions or directions given in relation to the use of the venue at which the Event is being held). The Organizers shall not be responsible for any failure or delay in providing any of the sponsorship rights where such a failure or delay occurs as a result of the Sponsor’s failure or delay in complying with any of the reasonable instructions or directions.
 - 1.7 The Sponsor shall undertake that any Sponsor materials will:
 - 1.7.1 comply with all relevant laws and regulations in force that relate to the promotion of the Event;
 - 1.7.2 comply with any instructions or directions issued by or on behalf of the Organizers;
 - 1.7.3 not violate any applicable law, not infringe the rights of any third party, and not contain any inaccuracies of fact; and
 - 1.7.4 include any legal or good practice notices as required by the Organizers from time to time.
 - 1.8 The Sponsor and the Organizers shall use all reasonable endeavours not to do and shall procure that none of their employees, agents, and contractors shall do, anything which may:
 - 1.8.1 bring the Event or the other Party into disrepute;

- 1.8.2 disparage the Event or the other Party;
 - 1.8.3 damage the goodwill of the Event; or
 - 1.8.4 be prejudicial to the image or reputation of the Event or that of the other Party.
- 1.9 The Sponsor shall not engage in joint promotions with any third party in relation to the Event without the Organizers' prior written permission.
- 1.10 The Sponsor warrants that it will comply with all relevant laws and regulations relating to data protection, the Event, and its promotion and will indemnify and keep indemnified and defend (at its own expense) the Organizers against all costs, claims, damages, or expenses incurred by the Sponsors' breach of the warranty details. The first sentence of this paragraph shall also apply to the costs, claims, damages, or expenses borne by the Organizers due to any failure by the Sponsor's employees or agents to comply with any of its obligations under the Sponsorship Agreement or any applicable laws and regulations.
- 1.11 Payment**
- 1.11.1 The sponsorship fee shall be payable within 60 days after receipt of an invoice issued by the Organizers. Payment after the start date of the Event is not permitted for any reason.
 - 1.11.2 If the full amount of the invoice is not paid within due date, the Organizers may, without prior notice, charge interest at the rate of 1% per month on the outstanding amount and an administrative fee of 10,000 yen per unpaid invoice. The Organizers may take alternative recourse of action to recover any amount owing to it. The interest and administrative fee are levied without compromising the Organizers' alternative recourse of action to recover any amount owing to it. The cost incurred in relation of the interest and management fee shall be borne by the Sponsor.
- 1.12 Term and Termination**
- 1.12.1 Either Party has the right to terminate the Sponsorship Agreement immediately by giving written notice to the other Party in the event that the other Party:
 - 1.12.1.1 has committed a material breach of any of its obligations under the Sponsorship Agreement (including failure to pay any amounts due under the Sponsorship Agreement) and has not remedied any such breach within 15 days of being required to do so by written notice; or
 - 1.12.1.2 dissolves its company, or in the event that bankruptcy proceedings, rehabilitation proceedings, reorganization proceedings, special liquidation proceedings, or any other bankruptcy proceedings similar thereto (including the same proceedings outside Japan) are initiated by or against the other Party, or in the event that continuation of its business is suspended or threatened to be suspended due to the failure to pay its debts due for payment.
 - 1.12.2 Termination of the Sponsorship Agreement by either Party for any reason shall be without prejudice to any rights or obligations that may have accrued to each Party as at the date of such termination and shall not limit either Party's exercise of the right for claiming compensation for any damages suffered.
 - 1.12.3 Upon termination of the Sponsorship Agreement by the Organizers in accordance with Article 1.12, all outstanding sums owing to the Organizers shall become due and payable without deduction or set-off. Where termination occurs before the Sponsor has received its sponsorship rights, the Organizers shall return a reasonable rate of the sponsorship fee (calculated in good faith) to the Sponsor.
 - 1.12.4 In regard to the handling upon expiry or termination of the Sponsorship Agreement, the Parties agree that:
 - 1.12.4.1 the Organizers' obligations to provide any further sponsorship rights shall cease;
 - 1.12.4.2 any license granted pursuant to the Sponsorship Agreement shall immediately cease; and
 - 1.12.4.3 the Sponsor shall destroy any sponsorship materials and remove the Event brand (trademark) from any other materials in possession.
- 1.13 **Liability** – The Sponsor shall indemnify the Organizers and hold it harmless from all losses and damages arising out of the negligence or breach of the Sponsorship Agreement by the Sponsor itself and its employees or subcontractors.
- 1.14 **Force Majeure** – No Party shall be liable for any delay or failure to perform under the Sponsorship Agreement if such delay or failure is due to causes beyond its reasonable control (“Force Majeure”), such as earthquake, typhoon, fire, flood, strikes, labour disputes, war, blockades, riots, acts and/or threats of terrorism, and the unavailability of means of transport, being understood, however, that a delay or failure to perform following a delay or failure to perform by a third party, subcontractor or supplier of a Party shall not relieve that Party from liability for the delay or failure to perform unless the delay or failure by the third party, subcontractor or supplier is itself caused by Force Majeure.
- 1.15 **Confidentiality** – The Sponsor shall keep strictly confidential the existence and content of the Sponsorship Agreement and all information which is marked as confidential out of the information disclosed from the other Party in the course of concluding the contract. The Sponsor shall not disclose the same to any third party except for the Sponsor's officers and employees, external experts such as advisors, certified public accountant, attorneys-at-law, tax attorneys, and subcontractors. The Sponsor shall impose the same confidentiality obligations on its subcontractors. However, this shall not apply to the following cases, and the Sponsor may disclose even confidential information (to the extent permissible by law) if it has notified the Organizer in advance and agreed the scope of the disclosure with the Organizer:
- 1.15.1 If there is a written approval of the Organizer that has disclosed the confidential information;
 - 1.15.2 If the confidential information is already in the public domain when disclosed, or if it is made publicly known after disclosed through no fault of the Sponsor that has received the confidential information;
 - 1.15.3 If the confidential information is already possessed when disclosed;
 - 1.15.4 If information is independently developed without using the confidential information;

- 1.15.5 If information is lawfully obtained from a third party having the legitimate authority without any confidentiality obligations being imposed; and
 - 1.15.6 In the case of disclosing any confidential information to the extent necessary in submitting, notifying, or reporting based on any applicable law or regulation, or the request of a court of law, regulatory authorities, tax office, or any other administrative organs or the like, or the rules of any financial instruments exchange.
- 1.16 Intellectual Property Rights (IPRs)** – The Parties acknowledge that:
- 1.16.1 all IPRs in the Sponsor brand shall be solely and exclusively owned by the Sponsor, together with any goodwill therein, and the Organizers shall not acquire any rights therein, including any developments or variations;
 - 1.16.2 all IPRs in the Event brand shall be solely and exclusively owned by the Organizers, together with any goodwill therein, and the Sponsor shall not acquire any rights therein, including any developments or variations;
 - 1.16.3 all IPRs in or arising in connection with the Event (including but not limited to any rights accruing in the Event brand) shall be owned by the Organizers;
 - 1.16.4 Both parties shall indemnify and keep the other Party indemnified from and against all claims, damages, losses, costs (including all reasonable attorney’s fees), demands, or liabilities arising out of the other Party’s use of the indemnifying Party’s intellectual property rights in accordance with the Sponsorship Agreement and resulting in infringing any intellectual property rights of any third Party;
 - 1.16.5 Neither Party shall knowingly do, or permit anything to be done, anything that may prejudice or harm or has the potential to prejudice or harm the distinctiveness or reputation of the other Party’s brand or anything which will or may affect any registration of the other Party’s brand;
 - 1.16.6 The Sponsor agrees that it shall not use the Event brand in any way that connotes that the Parties are forming a partnership or any trading arrangement (other than the sponsorship of the Event), or that the Organizers endorses the Sponsor’s business, trading name, or style; and
 - 1.16.7 If during the term of the Sponsorship Agreement, either Party becomes aware of any threatened or actual unauthorised use or any misuse of the other Party’s IPRs, then it shall promptly notify the finding to the other Party in writing. The non-owner Party of the IPRs will, at the owning Party’s reasonable request and cost, provide all reasonable cooperation (including, without limitation, the provision or completion of any documentation) in any action, claim, or proceedings brought or threatened in respect of such IPRs, but shall not be obliged to take any further action.
- 1.17 Transfer of Rights** – The Sponsor shall not assign or transfer any of its rights under the Sponsorship Agreement, in whole or in part, to any third party without the prior written consent of the Organizers.

2. General Provisions

- 2.1 These Terms and Conditions shall prevail over any other terms and conditions that may be contradictory to these, which may be found on brochures, websites, notices, and other relevant materials.
- 2.2 The Sponsorship Agreement and these Terms and Conditions shall be governed by and interpreted in accordance with the laws of Japan. Any disputes in connection with the Sponsorship Agreement and/or these Terms and Conditions shall be brought before the Tokyo District Court as the first instance exclusive agreed-upon court with jurisdiction.
- 2.3 **Severability** - If any provision of the Sponsorship Agreement turns out to be unlawful, invalid, or unenforceable, the validity, effectiveness, and enforceability of the other provisions shall not be undermined in any sense and shall remain in full force and effect.
- 2.4 **Data Protection** - In order for the Parties to be able to fulfil the Sponsorship Agreement fully and in good faith, it is understood by both Parties that certain data may be required to be shared with the exclusive suppliers of the Sponsor. These data will only be used for the fulfilment of this contract as shown in the non-exhaustive list below: i.e., publication in the exhibition catalogue, freight forwarding, stand build-up/break-down, direct links to the venue for logistical purposes, registration, security, health & safety. Any personal data will be used solely in accordance with the applicable relevant laws and regulations and will not be disclosed to any third party (except for what is required for the conclusion of the Sponsorship Agreement) without the Sponsor’s written prior consent.

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