

CONTRACT AGREEMENT

PARTIES

Provider:

andGo Co. Ltd.

Address: Kyodo Building Shin-Honcho 43, 2-3-15 Nihonbashi Honcho, Chuo-ku, Tokyo, Japan

Representative: Yusuke Akimoto, CEO

Client:

Public Institution Innovation Agency Lithuania

Address: j. Balcikonio str. 3, Vilnius, LT-08247, Lithuania

Representative: Martynas Survilas, Director

Company code: 125447177; VAT number: LT254471716

1. Subject of Agreement

The Provider agrees to provide, and the Client agrees to purchase, participation in the event "NIHONBASHI SPACE WEEK 2025."

2. Purchase Details

- Participation: "NIHONBASHI SPACE WEEK 2025" – Exhibition Plan
- Location: Nihonbashi, Tokyo, Japan
- Dates: October 28–30, 2025
- Package includes: Exhibition booth (6 units)

3. Payment

- Unit price: JPY 800,000 (excluding tax) × 6 units
- Subtotal (excluding tax): JPY 4,800,000
- Consumption tax (10%): JPY 480,000
- Total (including tax): JPY 5,280,000
- Payment deadline: October 20, 2025
- Payment method: Payment shall be made in Japanese Yen (JPY) via bank transfer to the Provider's designated bank account.

4. Terms and Conditions

The Client's participation is subject to the General Terms of Participation attached as Annex 1, which shall form an integral part of this Agreement.

5. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Japan.

6. Signatures

Provider:

andGo Co. Ltd.

Name: Yusuke Akimoto

Title: CEO

Signature: 

Date: September 29, 2025

Client:

Public Institution Innovation Agency Lithuania

Name: Martynas Survilas

Title: Director

Signature: 

Date:

Annex 1 – General Terms of Participation

1. Payment of Exhibition Fee

1.1 The Exhibitor shall pay the exhibition fee to the bank account designated by the Organizer by the due date specified in the invoice. Payment shall be made in Japanese Yen (JPY). Bank transfer fees shall be borne by the Exhibitor. If the payment is not confirmed by the specified due date, the Organizer may cancel the exhibition contract. Promissory notes, checks, or similar instruments are not accepted.

1.2 In case the Exhibitor cancels or withdraws all or part of the participation for any reason, the Exhibitor shall notify the Organizer by a method approved by the Organizer and pay the applicable cancellation fee to the Organizer within two weeks from the cancellation/withdrawal date. If the exhibition fee has already been paid, the Organizer may, at its discretion, apply the paid fee toward the cancellation fee and any damages.

Cancellation Fee:

- On or after October 20, 2025: 100% of the contracted exhibition fee

If damages incurred by the Organizer or its related parties exceed the cancellation fee, additional compensation may be claimed.

1.3 Any additional items outside the basic booth package, extra electrical capacity, internet lines, etc., will be provided by designated suppliers at additional cost.

2. Changes or Cancellation of Application

Changes or cancellations after submission of the application are generally not accepted. However, the Organizer may approve changes or cancellations in unavoidable circumstances at its discretion.

3. Prohibition of Subletting or Transfer

The Exhibitor shall not sublet, sell, exchange, or transfer its booth to any other party without the prior consent of the Organizer.

4. Booth Assignment

The booth location will be determined by the Organizer based on the exhibition content, venue specifications, and other factors. The Organizer may change the booth assignment if deemed necessary even after the announcement. Cancellation of participation due to dissatisfaction with booth location is not permitted.

5. Installation and Removal of Exhibits

The Exhibitor shall install and remove exhibits and booth decorations in accordance with the Organizer's regulations. If moving or removing exhibits is necessary during the event, it must be done with prior approval from the Organizer.

6. Cancellation by Organizer

6.1 If the Organizer determines that the Exhibitor is inappropriate for the exhibition (including persons, items, acts, printed materials, or any matters considered problematic by the Organizer), the Organizer may request withdrawal from the exhibition, provided that the paid exhibition fee is refunded.

6.2 The Organizer may cancel the exhibition participation of any Exhibitor who fails to pay the exhibition fee by

the designated payment deadline.

7. Use of Exhibition Hall

During the event, any commercial activities involving the exchange of money within the venue (e.g., sale of goods, distribution of vouchers) are prohibited. However, items that do not involve monetary transactions, such as giveaways or crowdfunding rewards, are permitted. All promotional and sales activities must be confined within the assigned booth. Each Exhibitor is responsible for ensuring that aisles near their booth do not become congested due to promotional activities. Decorations or any items must not exceed the allocated booth area. The Organizer reserves the right to prohibit or remove any decoration, exhibit, or activity that it deems inappropriate due to noise, operation, materials, or other reasons inconsistent with the purpose of the exhibition. In such cases, the Organizer shall not be liable to refund any fees or cover any associated costs.

8. Management of Exhibits and Disclaimer

The Organizer will take utmost care to manage and maintain the exhibition venue to prevent accidents. However, the Organizer shall not be responsible for any loss or damage to exhibits caused by any reason.

9. Warranty

The Exhibitor warrants that the exhibits and related printed or digital materials do not infringe any third-party trademarks, design rights, patents, utility model rights, or any other intellectual property rights.

10. Obligations of the Exhibitor

10.1 The Exhibitor shall promptly resolve any disputes with third parties at its own responsibility in the event of claims alleging infringement of trademarks, design rights, patents, utility model rights, or other intellectual property rights in relation to its exhibits, and shall ensure that such claims do not interfere with the smooth progress of the exhibition.

10.2 The Exhibitor shall bear the same obligations as above in cases where joint exhibitors receive claims of intellectual property infringement from third parties.

11. Indemnification

11.1 The Exhibitor shall be liable for all losses to venue facilities, exhibition structures, exhibits, or persons caused by its own or its agents' negligence or actions.

11.2 The Exhibitor agrees to indemnify the Organizer for litigation costs, debts (including attorney fees), necessary expenses, and damages arising from claims in the following cases:

- (i) Litigation is filed against the Organizer based on claims that the Exhibitor's activities infringe any third-party intellectual property rights (including cases where the Organizer is joined as a co-defendant).
 - (ii) In such litigation, if the Organizer is held liable for damages through judgment or settlement (out-of-court or in-court), the Organizer may settle without being bound by the Exhibitor's consent.
-

12. Cancellation or Interruption of the Exhibition

12.1 If the Organizer determines that the exhibition cannot be held or continued due to force majeure, the Organizer may cancel or interrupt the exhibition. The Exhibitor shall not claim any damages from the Organizer under any circumstances due to such decisions.

12.2 Force majeure includes, but is not limited to, typhoons, floods, windstorms, earthquakes, epidemics, fire, other accidents, and legal or regulatory actions by national or local governments.

13. Exclusion of Anti-Social Forces

13.1 The Exhibitor guarantees that:

(a) Neither the Exhibitor nor its officers (including executive employees, directors, or those in equivalent positions) are members of, affiliated with, or acting on behalf of organized crime groups, gang-related companies, corporate extortionists, or any equivalent entity or individual (collectively "Anti-Social Forces").

(b) The conclusion of this Agreement does not promote or benefit the activities of Anti-Social Forces.

13.2 If it is discovered that the Exhibitor has breached the above guarantees, the Organizer may terminate this Agreement without notice or demand by issuing a written notice.

13.3 If this Agreement is terminated under the above clause, the terminated Exhibitor shall pay the Organizer a penalty equivalent to three months of the exhibition fee and shall not make any claims for damages arising from the termination.

14. Matters Not Specified in the Agreement

Any matters not specified in this Agreement shall be decided through consultation between the Organizer and the Exhibitor in accordance with laws, regulations, and customary business practices, acting in good faith and with mutual trust.

15. Compliance with Regulations

The Exhibitor agrees to comply with all rules and regulations established by the Organizer, which shall be considered part of this Agreement.

16. Amendments and Additions to the Terms

If matters arise that are not covered by these Terms, or if there is any ambiguity regarding the clauses herein, the Exhibitor shall follow the Organizer's decisions. The Organizer reserves the right to amend or supplement these Terms, provided that the Exhibitor is notified.

17. Portrait and Image Rights

Videos and photographs taken during preparation and the exhibition may be used by the Organizer for the management and operation of the event, promotional purposes, website production, press releases, and advertising.