

TERMS AND CONDITIONS FOR PARTICIPATION TO MATSURI

These Terms and Conditions For Participation (these “Terms and Conditions”) set forth the terms and conditions that are applied to the participation to MATSURI which is study of the ideal industrial structure, formulation of implementation strategies, joint research, information dissemination, and other series of activities with the aim of promoting the bioeconomy (the “**Initiative**”), planned and managed by CHITOSE BIO EVOLUTION PTE. LTD. (“**CHITOSE**”).

Article 1 (Definitions)

The definitions of the following terms used in these Terms and Conditions shall be as set forth below.

1. “**Partner**” means a party who participates in the Initiative through the procedures of Article 2, Paragraph 1. Partner is classified into four partner categories according to the differences in the participation benefits and qualifications provided: “MATSURI Platinum Partner”, “MATSURI Gold Partner”, “MATSURI Silver Partner”, and “Public Institution Partner”.
2. “**Annual Membership Fee**” means the fees set forth in Exhibit 1 for participating in the Initiative as a Partner for the period from April 1 of each year to March 31 of the following year (each, “**Activity Year**”).
3. “**Benefits**” mean all of the benefits listed in Exhibit 2 that are offered to Partner.
4. “**Designated Company**” means Affiliate of Partner, which is designated by Partner up to a maximum of one company and certified by CHITOSE. Partner shall impose on Designated Company the same obligations as Partner owes hereunder and shall bear all responsibility therefor.
5. “**Affiliate**” means a company that controls or is controlled by a party. “Control” means to directly or indirectly own a majority of the voting rights of a company or to have the ability to substantially determine the management of such company.
6. “**Event**” means “MATSURI General Meeting,” “MATSURI Information Sharing Meeting,” “MATSURI Mission Project,” and meetings, lectures, training sessions, briefings, social gatherings and other events related to the Initiative.
7. “**MATSURI General Meeting**” means a forum for sharing information on general activities of the Initiative, held every Activity Year.
8. “**MATSURI Information Sharing Meeting**” means a forum for sharing information on specific themes of the Initiative.
9. “**MATSURI Mission Project**” means a forum for exchanging opinions focused on specific themes and related projects that are carried out as part of or derived from the Initiative.
10. “**Other Partners**” means with respect to Partner, all other Partners participating in this Initiative excluding such Partner.
11. “**Initiative Participant**” means any person other than a Partner who participates in this Initiative under these Terms and Conditions (including but not limited to, SANDO Partners and guest speakers at events related to the Initiative).
12. “**MATSURI Website**” means the website related to the Initiative that is operated by CHITOSE.
13. “**Logo, etc.**” means a trade name, name, logo, mark, or other identifiers.
14. “**Content**” means images, text, audio, video, programs, and other information posted on MATSURI Website.
15. “**MATSURI Material**” means electronic file format materials that are edited, compiled, excerpted, or otherwise created from information provided by CHITOSE at Event.
16. “**MATSURI Report**” means an electronic file format report prepared by CHITOSE that summarizes the Initiative's activities in Activity Year.
17. “**MATSURI Material, etc.**” means MATSURI Material and MATSURI Report.
18. “**Partner-Only Page**” means a webpage within MATSURI Website established by CHITOSE that only Partner and Designated Company may access.

19. “**Access Information**” means the ID and password for accessing Partner-Only Page, of which CHITOSE notifies Partner’s responsible officers and employees separately.
20. “**Permitted Persons**” means: (a) with respect to CHITOSE, the directors and employees of CHITOSE and its Affiliates; and (b) with respect to a Partner, the directors and employees of such Partner and its Designated Company, in each case who have a need to know in order to achieve the purpose of the Initiative.

Article 2 (Participation)

1. Any person or entity who wishes to participate in the Initiative (“**Applicant**”) shall submit an application to CHITOSE by accurately filling out the necessary information on the CHITOSE’s prescribed application form and affixed with the name and seal or electronic signature of a person with the authority to execute contracts. CHITOSE shall review the application for participation by Applicant based on CHITOSE’s criteria and notify such Applicant of its acceptance or rejection. CHITOSE may, if there is a reasonable reason, require the Applicant to revise or resubmit the application form, and the Applicant shall comply with such request. Applicant shall obtain the status of Partner in the partner category stated in the application form on the date CHITOSE registers such Applicant as Partner. The registration date shall be the start date of the participation period stated in the application form, unless otherwise specified by CHITOSE.
2. The Initiative has Activity Year, which is one year period from April 1st of each year to March 31st of the following year, and the Partner’s participation period shall be from the registration date to the end of Activity Year, unless otherwise specified by CHITOSE.
3. In addition to the partner categories specified in Article 1, Item 1, CHITOSE shall establish “SANDO Partner” who participates in the Initiative but does not receive any Benefits. “SANDO Partner” is not subject to these Terms and Conditions and Benefits, and may participate in the Initiative by entering into a separate agreement with CHITOSE.

Article 3 (Benefits)

1. Partner may receive Benefits according to its partner category throughout the term of its participation in the Initiative.
2. CHITOSE may, based on the purpose of the Initiative, offer additional participation benefits to Partner, such as invitations to events related to the Initiative and provision of information, in addition to Benefits. CHITOSE shall notify Partner of the partner categories and conditions eligible for additional participation benefits by CHITOSE’s prescribed manner.
3. CHITOSE may, at its own responsibility, outsource all or part of the work related to the provision of Benefits to a third party.

Article 4 (Designated Company)

1. If Partner wishes to cause its Affiliate to participate in the Initiative within the scope of Benefits that such Partner receives, such Partner shall apply in the format prescribed by CHITOSE. CHITOSE shall review the application based on CHITOSE’s criteria and notify such Partner of its acceptance or rejection. Upon CHITOSE sends a notice to such Partner of its acceptance of the application and the registration date of Designated Company, such Affiliate shall become Designated Company as of the registration date.
2. Partner may submit an application for participation of Designated Company in the preceding paragraph at any time, provided, however, that changes to Designated Company may only be applied for, in principle, at the time of renewal under Article 7, Paragraph 2, in accordance with the procedures of Paragraph 1 of this Article 4.

3. Partner may withdraw Designated Company registered under the preceding two paragraphs at any time by giving notice in the CHITOSE's prescribed format. In such case, Partner may not re-apply to register Designated Company during the current Activity Year.

Article 5 (Special Provisions, etc.)

CHITOSE and Partner may agree to terms and conditions that differ from those of these Terms and Conditions as special provisions in the application form. The special provisions in the application form shall take precedence over these Terms and Conditions, provided, however, that any agreement exceeding the scope equivalent to the contents of these Terms and Conditions cannot be made with respect to this Article 5, Articles 13, 14, 17, and 18.

Article 6 (Annual Membership Fee)

1. As a condition of participation in the Initiative, Partner shall pay Annual Membership Fee on Activity Year basis. If Partner participates in the Initiative during Activity Year, Annual Membership Fee shall be calculated on a monthly pro-rata basis according to the participation period.
2. Annual Membership Fee does not include transportation and accommodation costs for Partner and Designated Company to participate in Event, and MATSURI Mission Project participation fees, which shall be borne by Partner and Designated Company. If CHITOSE, at the request of Partner, performs any service, administrative procedures, or other tasks not specified in these Terms and Conditions, CHITOSE may charge additional fees in addition to Annual Membership Fee, subject to an agreement between CHITOSE and Partner.
3. The payment method and due date of Annual Membership Fee shall be as stated in the application form accepted by CHITOSE. Any charge incurred for the payment of Annual Membership Fee shall be borne by Partner.

Article 7 (Mid-Term Participation and Renewal)

1. Partner who participates in the Initiative during Activity Year may only receive Benefits provided after the commencement date of its participation period.
2. Partner may extend its status as Partner and its participation period for one year by agreeing to these Terms and Conditions as of the commencement date of the following Activity Year and paying the prescribed Annual Membership Fee to CHITOSE based on the invoice issued by CHITOSE by one (1) month prior to the last day of each Activity Year (the last day of February). Fees incurred for the payment of Annual Membership Fee shall be borne by Partner.

Article 8 (Changes in Partner Category)

1. Partner who desires to change to a higher partner category shall apply to CHITOSE by notifying CHITOSE of the same and the desired change date in a manner prescribed by CHITOSE. The partner category shall be changed as of the date of change applied for by such Partner, upon CHITOSE's acceptance of such application.
2. Partner shall pay the difference in Annual Membership Fee, which is prorated monthly and calculated based on the partner category change to the higher category, by the due date stated in the invoice issued by CHITOSE. Any charge incurred for the payment of such difference shall be borne by Partner. In the event that the difference in Annual Membership Fee is not paid by Partner by the due date under this Paragraph, the partner category change shall be invalidated, and the partner category shall automatically revert to the one prior to the change.
3. A partner category change to a lower category may only be made, in principle, at the time of renewal under Article 7, Paragraph 2. In such cases, Partner shall notify CHITOSE of their intent to change the partner category at least two months prior to the end of current Activity Year.

4. In this Article 8, a partner category change to a “higher category” or “lower category” refers to the followings:
 - (1) A partner category change to a “higher category” means a change from MATSURI Silver Partner to MATSURI Gold Partner, or from MATSURI Silver Partner or MATSURI Gold Partner to MATSURI Platinum Partner.
 - (2) A partner category change to a “lower category” means a change from MATSURI Platinum Partner to MATSURI Gold Partner, or from MATSURI Platinum Partner or MATSURI Gold Partner to MATSURI Silver Partner.

Article 9 (Withdrawal)

1. Partner may withdraw from the Initiative at any time by giving CHITOSE one month’s prior notice of withdrawal.
2. Partner may withdraw from the Initiative immediately without any notice or demand if CHITOSE falls under any of the followings:
 - (1) If a bill or check is dishonored and the transaction is suspended by the clearing house, or if the payment is suspended;
 - (2) If a seizure, provisional seizure, or provisional disposition has been executed, or when a public auction, tax delinquency disposal, or any other disposition by public authority has been imposed;
 - (3) If a petition for bankruptcy, commencement of corporate reorganization proceedings or civil rehabilitation proceedings is filed, or when liquidation proceedings are initiated;
 - (4) If it dissolves without merger or transfers all or a significant part of its business to a third party;
 - (5) If it violates the commitments set forth in Paragraphs 1 and 2 of Article 17; or
 - (6) If any breach of these Terms and Conditions is not corrected within a reasonable period of time despite a demand for correction.
3. CHITOSE may, without any notice or demand, immediately cause Partner to withdraw from the Initiative if such Partner: a) intentionally or through gross negligence causes, or is reasonably foreseeable to cause, serious damage to CHITOSE, Other Partners or Initiative Participant; or b) falls under any of the items listed in the preceding paragraph.
4. Withdrawal from the Initiative under Paragraphs 1 to 3 of this Article 9 shall only take effect prospectively.
5. Only in the event of withdrawal from the Initiative under Paragraph 2 of this Article 9, CHITOSE shall calculate Annual Membership Fee already received on a monthly pro-rata basis and refund it. CHITOSE shall not be obligated to refund Annual Membership Fee already received, except as provided for in this Paragraph 5. Furthermore, withdrawal from the Initiative under Paragraph 2 and Paragraph 3 does not preclude the exercise of the right to claim damages against the party who caused such withdrawal.
6. Notwithstanding Article 15, Paragraph 1, Partner’s withdrawal from the Initiative shall terminate the contract under these Terms and Conditions at that point, and no Benefits shall be provided after such withdrawal, and such Partner shall automatically withdraw from MATSURI Mission Project.

Article 10 (Partner-Only Page)

1. Partner may access Partner-Only Page using Access Information and view Content.
2. Partner shall manage Access Information with the due care of a good manager, disclose Access Information only to its Permitted Persons, and allow them to access Partner-Only Page. In addition, Partner shall take appropriate measures to prevent any person other than the Permitted Persons from obtaining Access Information.
3. Partner shall immediately notify CHITOSE and follow CHITOSE’s instructions in the event of unauthorized use or leakage of Access Information.

4. The copyrights in and to Content shall, in principle, belong to CHITOSE or a third party designated by CHITOSE. Partner may not download, reproduce, reprint, adapt, distribute, publish, transmit or otherwise use Content (excluding MATSURI Material, etc.) without the prior written permission of CHITOSE.

Article 11 (Publication of Participation in the Initiative, etc.)

Partner hereby consents in advance to CHITOSE implementing the following for the purpose of raising awareness of the Initiative:

- (1) Publication of the fact that Partner and Designated Company have participated in the Initiative, their trade name or name, address, partner category, and date of participation in the Initiative; and
- (2) Posting of Logo, etc. of Partner and Designated Company on MATSURI Website, emails, websites and social media and in materials and other items that CHITOSE publishes in connection with the Initiative.
Provided, CHITOSE shall comply with the guidelines and other documents and the licensing procedures presented by Partner and Designated Company for the posting of Logo, etc.

Article 12 (Copyrights, etc.)

1. The copyrights (including the rights provided in Articles 27 and 28 of the Copyright Act of Japan) in and to MATSURI Material, etc. shall belong to CHITOSE as the creator of MATSURI Material, etc.
2. Notwithstanding the preceding paragraph, if MATSURI Material, etc. contains copyrighted works owned by Partner or a third party, the copyright shall not belong to CHITOSE, and shall be reserved by such Partner or such third party.
3. Partner may use, reproduce, adapt, and modify MATSURI Material, etc. only as internal materials of Partner and Designated Company. The notification described in Article 14, Paragraph 1 shall not be required for copyrighted works created based on this Paragraph 3.
4. CHITOSE shall not exercise its author's moral rights in relation to the MATSURI Material, etc. modified under the preceding paragraph against Partner. If MATSURI Material, etc. contains the Partner's copyrighted works, Partner shall not exercise its author's moral rights in relation to the modified MATSURI Material, etc. under the preceding paragraph against CHITOSE, Other Partners and Initiative Participants.

Article 13 (Confidentiality)

1. Partner and CHITOSE shall strictly manage and keep the following information ("Confidential Information") with the due care of a good manager and shall not provide, disclose, or leak it to any third party without the prior written consent of the party who disclosed such information (the "Disclosing Party"):
 - (1) MATSURI Material, etc. themselves and their contents.
 - (2) Personal information or any technical, business or other information relating to products, technologies, manufacturing processes, drawings, costs, businesses and facilities, etc., provided or disclosed by Partner, CHITOSE or Initiative Participants in connection with the Initiative, which has been disclosed or provided in writing by the Disclosing Party expressly indicating that the information is confidential, or which has been disclosed orally by the Disclosing Party and the Disclosing Party notifies that the information is confidential within thirty (30) days after such oral disclosure.
2. Notwithstanding the preceding paragraph, information that falls under any of the following items shall not be included in Confidential Information:
 - (1) Information that was already known to the public or in the public domain at the time it was disclosed or provided by the Disclosing Party;

- (2) Information that has become public knowledge or part of the public domain through no fault of its own after being disclosed or provided by the Disclosing Party;
 - (3) Information lawfully obtained from a duly authorized third party without obligation of confidentiality;
 - (4) Information already in one's possession at the time of disclosure or provision by the Disclosing Party; or
 - (5) Information independently developed and obtained regardless of the confidential information disclosed by the Disclosing Party.
3. Partner and CHITOSE may disclose or make available Confidential Information only to its Permitted Persons, and any other persons shall be deemed "third parties" under these Terms and Conditions. In such cases, Partner and CHITOSE shall, in accordance with the purpose of these Terms and Conditions, impose on its Permitted Persons the obligations to maintain confidentiality in advance and cause them to comply with such obligations.
 4. Notwithstanding Paragraph 1 of this Article 13, Partner and CHITOSE may, without the prior written consent of the Disclosing Party, disclose the contents of Confidential Information to attorneys, accountants, tax accountants and other advisors who need to know Confidential Information for the operation purpose of the Initiative who are legally obliged to keep such information confidential.
 5. Notwithstanding Paragraph 1 of this Article 13, Partner and CHITOSE may disclose Confidential Information to judicial or administrative authorities or listed financial instruments exchanges in accordance with laws and regulations or the rules of the listed financial instruments exchanges.
 6. Partner and CHITOSE shall comply with the laws and regulations applied to each of them in handling Confidential Information and copies thereof.
 7. Partner may, when disclosing information it possesses at a meeting where Initiative Participants are present (excluding MATSURI General Meeting and MATSURI Information Sharing Meeting), request all other Initiative Participant present at such meeting to submit a written oath of confidentiality, and CHITOSE shall cooperate in this regard.

Article 14 (Handling of Deliverables)

1. When Partner creates data, technical results, inventions, devices, designs, copyrighted works or other items produced by human creative activity and trade secrets or other technical or business information (including know-how) useful for business activities in the course of activities in the Initiative based on Confidential Information ("**Deliverables**"), Partner shall immediately notify the Disclosing Party of the contents of such Deliverables through CHITOSE and consult with the Disclosing Party regarding the attribution of such Deliverables in CHITOSE's presence. Partner shall not file any application for intellectual property rights based on such Deliverables without the written consent of the Disclosing Party.
2. When CHITOSE creates Deliverables, CHITOSE shall immediately notify the Disclosing Party and consult with the Disclosing Party regarding the attribution of Deliverables, and shall not file any application for intellectual property rights based on Deliverables without the written consent of the Disclosing Party.

Article 15 (Effective Terms)

1. The effective term of the agreement under these Terms and Conditions shall be the same as the duration of Partner's participation period.
2. Notwithstanding the preceding paragraph, Article 13 shall remain in effect for additional five (5) years after the expiration of the Partner's participation period, and Articles 12, 14, 15 and 18 through 21 shall remain in effect until the termination of the subject matters.

Article 16 (Changes to these Terms and Conditions)

1. CHITOSE may change these Terms and Conditions for each Activity Year. In such case, CHITOSE shall post the changes on Partner-Only Page two months prior to the start date of next Activity Year (January 31) or notify all Partners of the same by other methods designated by CHITOSE in advance.
2. CHITOSE may make minor changes to these Terms and Conditions within Activity Year. In such cases, prior notification to Partner is not required. Without delay after the change, CHITOSE shall post the revised Terms and Conditions on Partner-Only Page and notify all Partners of the change to these Terms and Conditions by other methods designated by CHITOSE.

Article 17 (Elimination of Anti-Social Force)

1. Each Partner and CHITOSE guarantees that neither it nor any of its officers or persons substantially involved in its management currently falls under the category of *Boryokudan* (organized crime groups), *Boryokudan* members, persons who have not been *Boryokudan* members for 5 years, quasi-constituents of *Boryokudan*, companies affiliated with *Boryokudan*, corporate extortionists (*Sokaiya*), social movement racketeers (*shakai undo hyobo goro*), or special intelligence groups (*tokushu chino boryokushudan*), or other persons equivalent thereto (collectively, “**Anti-Social Force**”), and that it does not fall under any of the following items.
 - (1) Having a relationship in which Anti-Social Force is deemed to be in control of the management of the company;
 - (2) Having a relationship in which Anti-Social Force is deemed to be substantially involved in the management of the company;
 - (3) Having a relationship that is deemed to involve unjustified use of Anti-Social Force, such as for the purpose of seeking unjust profits for oneself or a third party, or for the purpose of inflicting damage on a third party;
 - (4) Having a relationship that is deemed to be involved in providing funds, etc., or offering favors, etc., to Anti-Social Force; and
 - (5) Other than the preceding items, having a relationship with Anti-Social Force that is socially reprehensible.
2. Each Partner and CHITOSE undertakes not to engage in any of the following activities, either directly or through a third party:
 - (1) Demanding act using force;
 - (2) Unreasonable demands beyond legal responsibility;
 - (3) Use of threatening words or acts or use of violence in connection with a transaction;
 - (4) Acts of spreading rumors, using deceptive means or force to damage the other party’s credibility or obstruct the other party’s business; or
 - (5) Any other acts similar to the preceding items.
3. If there are reasonable grounds to suspect that the other party is in violation of any one of the preceding two articles, Partner or CHITOSE may conduct an investigation of the other party to determine whether or not there is such violation, and the other party shall cooperate with such investigation. If it is found that the other party has violated or is likely to violate any one of the preceding two paragraphs, Partner or CHITOSE shall immediately notify the other party to that effect.

Article 18 (Damages)

1. Partner and CHITOSE shall compensate the other party or a third party for any damages caused by their own fault.
2. In the event that Partner incurs damage due to the intentional or gross negligence of Othe Partners or Initiative Participant, CHITOSE shall cooperate as necessary with such Partner in seeking compensation from such Othe Partners or Initiative Participant who caused such damage.

Article 19 (Prohibition of Assignment)

Neither Partner nor CHITOSE shall, without the prior written consent of the other party, transfer (including offering as security) any position under these Terms and Conditions or any right hereunder to any third party.

Article 20 (Consultation)

If it becomes necessary to decide matters not stated in these Terms and Conditions, Partner and CHITOSE will decide the matters through mutual consultation in good faith.

Article 21 (Governing Law and Jurisdiction)

These Terms and Conditions will be governed by the laws of Japan. The Yokohama District Court of Japan shall have the exclusive jurisdiction in the first instance over any disputes arising out of these Terms and Conditions.

Established on April 1, 2023

Revised on July 1, 2023

Revised on April 1, 2025

Revised on November 1, 2025

Revised on April 1, 2026

Exhibit 1 Annual Membership Fee

Partner Category	MATSURI Platinum Partner	MATSURI Gold Partner	MATSURI Silver Partner	Public Institution Partner
Annual Membership Fee (excluding consumption tax)	9,000,000 JPY or more (agreed upon in the application form or the invoice)	4,500,000 JPY	900,000 JPY	0 JPY

(as of April 1, 2026)

Exhibit 2 Benefits *1

Partner Category	MATSURI Platinum Partner	MATSURI Gold Partner	MATSURI Silver Partner	Public Institution Partner
Receipt of information and issues on bioeconomy (participation in MATSURI Information Sharing Meeting)	☐ Designated Company may also participate	☐ Designated Company may also participate	☐ Designated Company may participate on behalf of Partner	☐
Participation in MATSURI General Meeting (held once a year)	☐ Designated Company may also participate	☐ Designated Company may also participate	☐ Designated Company may participate on behalf of Partner	☐
Maximum number of people who may participate in MATSURI General Meeting and social gathering *2 Due to the capacity of the venue, applications will be accepted on a first-come, first-served basis. These number includes Designated Company.	10 people	5 people	3 people	3 people
Priority registration notification of MATSURI General Meeting, social gathering, MATSURI Information Sharing Meeting and other new events	☐ (highest priority)	☐		
Provision of MATSURI Report	☐	☐	☐	☐
Provision of English version (reference translation) of MATSURI Report	☐	☐		
Participation in MATSURI Mission Projects (paid)	☐	☐	☐	☐

Partner Category	MATSURI Platinum Partner	MATSURI Gold Partner	MATSURI Silver Partner	Public Institution Partner
Participation in MATSURI Mission Projects (free of charge)	☐ Designated Company may also participate	☐ Designated Company may also participate	☐ Designated Company may participate on behalf of Partner	☐
Maximum number of participation in MATSURI Mission Projects	Unlimited	5 projects	3 projects	3 projects
Posting of company logo on MATSURI Website and exhibitions	☐ (highest priority) Designated Company is listed in the same row as Silver Partner	☐ (priority) Designated Company is listed in the same row as Silver Partner	☐	☐
Access to premium archives Partner may access to video archives of past MATSURI Information Sharing Meeting, MATSURI General Meeting, and webinars held outside of MATSURI. English slides will be available for MATSURI Information Sharing Meeting and MATSURI General Meeting upon request from FY2026 onwards.	☐ Designated Company may also access	☐ Designated Company may also access		
Holding of special lectures *2 Individual lectures will be held according to the needs of Partner. Up to once a year, the date, time, and location (web or face-to-face venue) will be discussed.	☐	☐		
Participation in MATSURI Salon *2	☐			

Partner Category	MATSURI Platinum Partner	MATSURI Gold Partner	MATSURI Silver Partner	Public Institution Partner
This is an opportunity to directly interact with Chitose Group CEO Fujita and Chitose's technology leaders in various fields, as well as guests selected from a unique perspective. Held at least once a year. Partner will be able to participate on the available dates.				
Implementation of the Next Generation Leader Selection Program *2 Chitose Group CEO Fujita will support the selection of candidates who will lead the future of partners through interviews from a unique perspective. Up to once a year, the date, time, and location (web or face-to-face venue) will be discussed.	○			
Receipt of e-mail newsletters from the MATSURI promotion team Information on new participating partners, media coverage, events, etc. will be provided	○	○	○	○
Receipt of English version (reference translation) of e-mail newsletters from the MATSURI promotion team	○	○		

(As of April 1, 2026)

*1 Unless otherwise specified, the information will be provided in Japanese.

*2 The schedule may be changed due to the circumstances of the person in charge.