

隙間

To: laicoS Co., Ltd.

I ("Exhibitor") hereby agree to the following terms and conditions (the "Terms and Conditions") and the conditions of the attached "Sukima" Terms of Use (the "Terms of Use"), and will participate in the exhibition specified in the Terms and Conditions.

Terms and Conditions

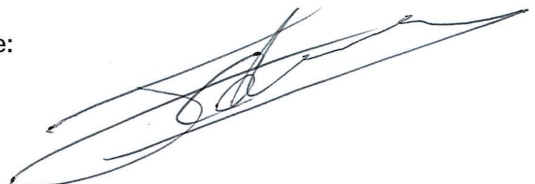
Exhibition	Title of exhibition : 「Hopepunk」 Exhibition location : "Sukima" 1F 3-11-2 Kuramae, Taito-ku, Tokyo 111-0051 Exhibition period : May 20, 2023 to May 28, 2023 Except for the opening event, business hours during the exhibition period will be 12:00-19:00
Load-in, setup, load-out period	Load-in and setup: May 15, 2023 to May 17, 2023 Load-out: May 29, 2023 to May 30, 2023
Opening Event	A.Private viewing + B. Artist dinner Date and time : May 19, 2023 + Date and time : May 18, 2023
Work serving as consideration	Name of work : Hopepunk Year created : 2023 By : Julien Colombier Form and material etc. of work : Acrylic and oil pastel on paper Size, etc. : 80cm x 120cm
Other	None

Exhibition Participation Agreement

Exhibitor

Name:

2023 . 05 . 17



These Terms of Use (these “Terms of Use”) set forth the use conditions etc. regarding the holding of an exhibition by an artist (“Exhibitor”) participating in an exhibition to be held at the “Sukima” alternative space (the “Space”) operated by laicoS Co., Ltd. (the “Company”). In order to use the Space, Exhibitor is required to acknowledge and agree to the entirety of these Terms of Use.

Article 1. Application

1. These Terms of Use apply to all relationships relating to the use of the Space between the Company and Exhibitor.
2. In consideration of the operation of the Space, the Company is entitled to prepare individual terms and rules etc. relating to the Space. Such individual terms etc. shall be posted within the Space or on the Company’s website, and shall constitute a part of these Terms of Use.

Article 2. Exhibition of Works

1. Exhibitor will participate in the exhibition set forth in the “Exhibition” section of the Terms and Conditions (“ Exhibition ”), and exhibit and sell works at the Space.
2. For the Exhibition, Exhibitor will carry out the following operations at its own expense and responsibility.
 - (1) Production of works;
 - (2) Load-in, setup, and load-out of works (including restoring the Space to original condition);
 - (3) Explaining the Exhibition and works to the Company’ s staff;
 - (4) Interacting with visitors and selling works (excluding the operations of Item (4) of the following paragraph);
 - (5) Shipping works to purchasers (including packaging and installation etc. at the shipping destination);
 - (6) Post-sale interaction with purchasers relating to works;
 - (7) Preservation of works and obtaining insurance for accidents etc. during the exhibition period; and
 - (8) Other operations agreed to with the Company.
3. The Company will allow Exhibitor to use the Space to the extent necessary for exhibition and sale under the preceding paragraph, and will provide the following services.
 - (1) Resident staff stationed in the hall during the exhibition period
Excluding the opening event, staff will be stationed in the hall and interact with visitors from 11:30 a.m. to 7:30 p.m. during the exhibition period.
 - (2) Public relations work for the Exhibition
The Company will carry out public relations work such as DMs, invitations and other printed materials, announcements on the website, creation and distribution of press releases, and shooting of installation views. The Company and Exhibitor will discuss the specific content of the public relations work as appropriate. Exhibitor shall provide the Company with, and permit it to use, information, images, and profiles etc. of the work or Exhibitor to the extent necessary for public relations work.
 - (3) Holding of Opening Event
The Company will hold an opening event as set forth in the “Opening Event” section of the Terms and Conditions. Exhibitor can choose “A and B” or “A and C” from the following types of opening events.
 - A. Private viewing
This is an all-day event (12:00-20:00) for private viewing for related persons of the Company and Exhibitor, the press, and key persons. The Company’s staff will explain the concept of the Space and the Exhibition and introduce Exhibitor. Exhibitor will describe the Exhibition and individual works.
 - B. Artist dinner
This is a dinner event among the work at the Space. The goal is to connect key people, introduce Exhibitor, and create a community to share the projects and goals of the Space. The Company’s staff will explain the concept of the Space and the Exhibition and introduce Exhibitor. Exhibitor will describe the Exhibition and individual works. The Company will also cover the cost of dinner.
 - C. Workshop
This is a workshop event curated by Exhibitor. It is intended to introduce technologies and techniques that are particularly important in Exhibitor’s work. The Company will cover the costs, including material costs, but it will be implemented within the scope of the Company.
 - (4) Procedures for sale of works
The Company will carry out procedures relating to the sale of works (guidance for purchasers to fill out the documents) and issue related invoices (payment deadline is within 10 days in principle); provided, however, that the destination of payments will be the bank account designated by Exhibitor, and the Company will not be involved in the exchange of purchase prices for works.

(5) Issuance of sale certificates

After payment of the purchase price is completed, the Company will issue sale certificates for works to purchasers thereof.

(6) Other services agreed to with Exhibitor.

Article 3. Consideration

1. Exhibitor will assign to the Company the work set forth in "Work serving as consideration" section of the Terms and Conditions ("Work as Consideration") as consideration for the use of the Space (including the services of the Company specified in Paragraph 3 of the preceding article).
2. Even when a work is sold in the Space, Exhibitor will not be required to pay a separate sales commission or the like to the Company in addition to the transfer of the Work as Consideration specified in the preceding paragraph; provided, however, that this does not apply to business expenses etc. that the Company and Exhibitor have agreed that Exhibitor will pay in relation to the Exhibition.

Article 4. Retrospective

The Company plans to hold a retrospective exhibition ("Retrospective") regarding the Exhibition and other exhibitions of other exhibitors held in the Space. Exhibitor consents in advance to the Company's use of the Work as Consideration, and photographs, videos, and audio recordings etc. of the Exhibition and Exhibitor at the Retrospective as follows.

- (1) Exhibition of Work as Consideration
- (2) Use of photographs and videos etc. of works from the Exhibition, including Work as Consideration, to the extent necessary for public relations work for the Exhibition and the Retrospective;
- (3) Use of Exhibitor's likeness, name, and profile etc. to the extent necessary for public relations work for the Exhibition and the Retrospective;
- (4) Other use as agreed to.

Article 5. Prohibited Matters

1. Exhibitor shall not engage in conduct falling under any of the following.
 - (1) Exhibiting or selling works or goods etc. that violate laws and regulations etc.;
 - (2) Using the Space for any purpose other than the Exhibition;
 - (3) Assigning or lending the rights to use the Space to a third party;
 - (4) Using the Space for a purpose, with methods, or in a manner that violates laws and regulations etc. or public order and morals;
 - (5) Infringing the rights or interests of the Company or a third party;
 - (6) Bringing into or using in the Space any firearms or hazardous materials;
 - (7) Emitting loud noises that would annoy neighborhood residents;
 - (8) Breaking, soiling, or losing etc. any part of the Space's building exterior/interior, or ancillary facilities;
 - (9) Interfering with the operation of the Space;
 - (10) Granting any benefits to an anti-social force etc. or allowing an anti-social force etc. to come and go from the Space;
 - (11) Breaching these Terms of Use;
 - (12) Directly or indirectly inciting or facilitating conduct under any of the preceding items;
 - (13) Conduct that is likely to fall under any of the preceding items;
 - (14) Other conduct the Company finds to be inappropriate.
2. If Exhibitor engages in conduct falling under the preceding paragraph, the Company will immediately discontinue the use of the Space, even during the period of the Exhibition.

Article 6. Management; Disclaimer; No-Warranties

1. Exhibitor shall use the Space at Exhibitor's own risk and shall be fully responsible for all actions taken in the Space and the consequences thereof.
2. The works and Exhibitor's luggage and valuables etc. shall be managed at Exhibitor's responsibility, and the Company shall not be liable for any damage caused by theft, loss, damage, soiling, fire, natural disasters, or other unexpected accidents. Exhibitor is requested to obtain insurance necessary for the preservation of works at its own expense and responsibility.
3. If the Company directly or indirectly suffers any damage (including attorney fees incurred) because of Exhibitor's use of the Space (including cases where the Company receives a claim from a third party caused by such use), Exhibitor shall immediately compensate the Company for such damage as requested by the Company.

4. The Company shall allow Exhibitor to use the Space as is, and makes no warranties, express or implied, including the absence of any defects in the Space and its fitness for a particular purpose.
5. The Company will not be liable for any damage suffered by Exhibitor because of the Space, except where such damage is due to willful misconduct or gross negligence by the Company.
6. If Exhibitor suffers damage because of gross negligence by the Company, the Company shall not be liable for any damage caused by lost profits or other special circumstances, and the Company shall be liable for damages within the scope of the damage normally incurred, up to the price of the Work as Consideration received from Exhibitor.

Article 7. Handling of Personal Information

The Company's handling of personal information of Exhibitor and visitors etc. to the Exhibition shall be based on the Company's privacy policy, and Exhibitor consents to the Company's handling of personal information in accordance with such privacy policy

Article 8. Amendments

The Company is entitled to amend these Terms of Use if the Company finds it necessary in consideration of the operation of the Space. If the Company amends these Terms of Use, we will give general notice of the effective time and particulars of the amended version of these Terms of Use by posting them on the Company website, in the Space, or by another appropriate method or by notifying Exhibitor; provided, however, that in the case of any amendment that requires the consent of Exhibitor under laws and regulations, Exhibitor's consent shall be obtained by the method prescribed by the Company.

Article 9. Contact; Notices

1. Contact and notices from Exhibitor to the Company and communications and notices from the Company to Exhibitor shall be carried out by the method specified by the Company.
2. If the Company makes contact or gives notice to the contact point set forth in the "Contact Person" section of the Terms and Conditions, it will be deemed that exhibitor received such contact or notice.

Article 10. Assignment of Contractual Status

Without the prior written consent of the Company, Exhibitor may not assign, transfer, create a security interest in, or otherwise dispose of its status or rights and duties pursuant to these Terms of Use to a third party.

Article 11. Severability

Even if any of the provisions of these Terms of Use or a portion thereof is found to be invalid or unenforceable in accordance with the Consumer Contract Act or other laws and regulations etc., the remaining provisions of these Terms of Use and the remaining portions of provisions found to be invalid or unenforceable shall continue with full effect.

Article 12. Governing Law and Jurisdiction

1. The Japanese version of these Terms of Use shall be the official version, and in case of any discrepancies between the Japanese version and its translation, the Japanese version shall govern.
2. These Terms of Use shall be governed by the laws of Japan.
3. The Tokyo District Court shall be the exclusive court of first instance with respect to all disputes arising from or relating to these Terms of Use.