

Terms and Conditions for Participation in Technical Training (for Operators)

These Terms and Conditions for Participation (hereinafter referred to as “these Terms and Conditions”) shall apply to all persons who participate in technical training in the operation of press-in machines and peripheral equipment conducted at the facilities of GIKEN LTD. (hereinafter referred to as “Training”).

(Definitions)

Article 1

The following terms used in these Terms and Conditions shall be defined as follows:

“GIKEN” refers to GIKEN LTD.

“CORPORATION” refers to the corporation specified in the application form for participation.

“Participant” refers to the individual specified in the application form for participation.

“Training Venue” refers to the venue of Training specified in the application form for participation.

“Training Period” refers to the period for Training specified in the application form for participation.

(Provision of Services)

Article 2

GIKEN shall provide Participants with training contents specified by GIKEN in accordance with the courses stated in their applications.

(No Guarantee of Results)

Article 3

GIKEN does not guarantee that all Participants will successfully acquire specific knowledge or skills by attending Training. GIKEN shall not be obligated to design the Training courses in conformity with the laws and regulations of any country or standards of any third party.

(Changes to Training Contents)

Article 4

The instructor, Training Period, or contents of Training may change due to unavoidable circumstances. GIKEN shall not be liable in any respect for any damage caused to CORPORATION or Participants as a result of such changes.

(Language)

Article 5

Training shall be conducted in Japanese, in principle; provided, however, that it may be conducted in English when necessary, exclusively subject to the Participants' prior consent that the instructor's English skills are not equivalent to those of a native speaker.

(Acquisition of Entry Visas and Eligibility for Participation)

Article 6

Participants living outside of Japan shall acquire appropriate entry visas before entering Japan to participate in Training. GIKEN shall have no involvement in any problems related to the entry visas.

(Payment of Fees)

Article 7

1. CORPORATION shall pay GIKEN the amount corresponding to the courses applied for by the designated date.
2. CORPORATION shall transfer the training fee to the designated account in accordance with the invoice issued by GIKEN. If payment is not made by the date stated in the invoice, Participants may not participate in Training.
3. The fees required for transferring training fees shall be paid by CORPORATION.

(Cancellation Policy)

Article 8

For Participants who indicate their intention to cancel their participation at least three (3) days prior to the training start date, no cancellation fee shall be incurred. If the intention to cancel participation is indicated within two (2) days prior to the training start date, the full amount (100%) of the training fee shall be paid as a cancellation fee.

(Confidentiality)

Article 9

1. During the Training period, neither CORPORATION nor Participants may disclose or divulge the business secrets of GIKEN obtained through Training to any third party without the prior permission of GIKEN. During the Training period, Participants may not enter any of the facilities of GIKEN other than the training venues specified by GIKEN.
2. The "secrets" referred to in the preceding paragraph means information disclosed by GIKEN to Participants while explicitly specifying that it is confidential as well as any and all information seen or heard by Participants at the facilities or factories of GIKEN, regardless of whether it is in writing or other tangible form, or orally.
3. CORPORATION and Participants hereby agree in advance that GIKEN may photograph Training scenes during the Training period; provided, however, that photographs from which individuals can be identified shall not be taken. Participants who wish to take photographs or videos shall obtain the prior permission of GIKEN each time. Photographs and videos taken by Participants must not be released on any external media, including on social media.
4. The provisions of this Article shall remain in effect even after the Training period ends.

(Intellectual Property Rights)

Article 10

All copyrights and other intellectual property rights related to the materials, manuals, videos, and the like provided in Training shall belong to GIKEN.

(Personal Information Protection)

Article 11

Participants hereby agree to provide their personal information after reading the Personal Information Protection Policy of GIKEN (<https://www.giken.com/en/privacy-policy/>)

(Participants' Compliance with Safety Rules)

Article 12

1. Participants must act while keeping "Safety First" in mind at all times during Training.
2. Participants must pay sufficient attention to the movements of machines and strictly refrain from any behavior that endangers safety during Training, especially when operating machines or being near machines.
3. Participants must operate machines in the correct way as instructed by the instructor, and never operate or handle them roughly during Training.
4. Participants must not touch machines or operate the control levers, switches, or the like without permission during Training.
5. Participants must, if noticing any abnormal noises, leaks, damage, or other problems with machines during Training, immediately report it to the instructor or the site manager, and must not operate or repair them on their own judgment.

(Insurance)

Article 13

1. Any industrial accidents occurring during the Training Period shall be covered by the industrial accident compensation insurance taken out by CORPORATION for the Participants.
2. Participants living outside of Japan must take out the necessary insurance before entering Japan, and must submit proof of having insurance to GIKEN before Training starts. GIKEN shall have no involvement in any problems related to the insurance.
3. Any accidents caused by deficiencies in the facilities of GIKEN shall be covered by the insurance taken out by GIKEN.

(Attitude in Attendance)

Article 14

Participants shall concentrate on Training and follow the instructions and guidance of GIKEN and the instructor. If it is found difficult to continue Training, Training may be suspended or discontinued at the discretion of GIKEN or the instructor.

(Health Management)

Article 15

Participants shall manage their own health, including preparations for any chronic complaints, cold weather protection gear, precautions against the heat, and fluid intake, on their own responsibility. Those who have injuries or are in poor physical condition that may affect their operation of machines may not participate in Training. In the event of any health abnormality during Training, it shall be reported to the instructor immediately.

(Service)

Article 16

1. During Training, Participants shall wear appropriate clothing as instructed by the instructor, basically clothes with long sleeves and long pants that do not expose their skin, and shall wear safety shoes and protective gear, such as helmets and safety goggles, properly.
2. It is prohibited to participate in Training in a condition that may affect normal judgment or operation of machines, such as being under the influence of alcohol or drugs, or in poor physical condition.
3. Acts that pose a safety risk, such as smoking in no-open flames areas or bringing in flammable items, are prohibited.
4. Use or removal of equipment, materials, or similar items without permission is prohibited.
5. CORPORATION and Participants shall comply with laws and regulations related to health and safety, working hours, environmental conservation, or the like, as well as instructions of GIKEN.
6. In the event of an accident, disaster, health hazard, or the like occurs, CORPORATION and Participants shall report it to GIKEN immediately, and follow the instructions of GIKEN.

(Payment of Costs)

Article 17

1. Transportation and accommodation costs required for Participants' participation in Training and any and all other expenses incurred during the Training period shall be paid by CORPORATION or Participants.
2. Purchase of Participants' industrial accident compensation insurance and acquisition of their visas shall be arranged, and the premiums for such insurance and visa acquisition costs shall be paid by CORPORATION or Participants.

(No Extension)

Article 18

The Training Period shall not be extended if the Training contents are not completed within the prescribed Training Period due to any of the following acts by Participants:

- (1) late arrival, early leaving, or absence;
- (2) any acts not related to the training, such as leaving their seats, falling asleep, or operating mobile phones or smartphones during Training;
- (3) failure to follow the instructor's instructions or guidance, or causing the training to be suspended or discontinued for reasons attributable to Participants; or
- (4) leaving the training for any other reasons attributable to Participants.

(Suspension and Discontinuance of Training Due to Force Majeure)

Article 19

1. Training shall be suspended or discontinued at the discretion of GIKEN in the following cases:
 - (1) where it is found difficult to continue the training due to a Participant's injury or poor physical condition, or the spread of an infectious disease;
 - (2) where a weather warning or advisory for heavy rain, flood, storm, etc. is issued;
 - (3) where the weather is extremely bad, if none of the warnings or advisories referred to above are issued; or
 - (4) where a fire, accident, or other disaster occurs at or around the Training Venue.

2. If training is suspended or discontinued due to any of the reasons set forth in this Article, the measures shall be decided through consultation between GIKEN and CORPORATION in consideration of the circumstances.
3. If training is suspended or discontinued due to force majeure, GIKEN and those involved in Training, including the instructor, shall not be liable in any respect for any damage caused to CORPORATION and Participants.

(Suspension and Discontinuance)

Article 20

1. Due to any of the reasons set forth in the preceding Article, GIKEN may suspend or discontinue Training in the following cases:
 - (1) misconduct by Participants or CORPORATION;
 - (2) inappropriate acts by Participants such as verbal abuse or violence against the instructor or other Participants;
 - (3) dangerous operation or damaging of machines or equipment by Participants; or
 - (4) other acts by Participants or CORPORATION determined by GIKEN that may cause trouble to the continuation of the training.
2. When Training is suspended or discontinued pursuant to the preceding paragraph, GIKEN shall bear no liability in any respect for any damage caused to CORPORATION and Participants, nor shall GIKEN be obligated to refund any training fees.

(Liability for Damage)

Article 21

1. If any damage is caused to GIKEN or a third party due to an intentional or negligent act by CORPORATION or Participants, CORPORATION and the Participants shall work to resolve the matter at their own expense and on their own responsibility. If any damage is caused to Participants due to a suspension or discontinuance of training, GIKEN shall be liable to compensate the relevant Participants for such damage only when there is an intentional act or gross negligence by GIKEN; provided, however, that the scope of such compensation shall be limited to the damage directly and actually caused to the relevant Participants.
2. If any machine, equipment, facility, or the like is damaged as a result of operation by Participants, the repair costs and related costs shall be paid by GIKEN; provided, however, that in the case of an intentional act or gross negligence by Participants, GIKEN may require CORPORATION and the Participants to pay such costs.
3. In addition to the cases of the preceding two paragraphs, if any damage is caused to Participants, GIKEN shall be liable to compensate Participants for such damage only in the case of an intentional act or gross negligence by GIKEN; provided, however, that the scope of such compensation shall be limited to the damage directly and actually caused to the relevant Participants.

(Elimination of Antisocial Forces)

Article 22

1. GIKEN, and CORPORATION and its Participants, hereby warrant the following matters to the other party currently and for the future, respectively:

- (1) they (including the officers and employees of GIKEN or CORPORATION, and persons equivalent thereto) are not an organized crime group, a member or quasi-member of an organized crime group, a person for whom five (5) years have not passed since they ceased to be a member of an organized crime group, a company associated with an organized crime group, a corporate racketeer, a racketeer advocating social or political causes, or an equivalent thereto (hereinafter collectively referred to as "Antisocial Forces");
 - (2) no Antisocial Forces are effectively involved in the management of GIKEN or CORPORATION;
 - (3) they do not use Antisocial Forces;
 - (4) they are not involved with Antisocial Forces through the provision of funds, favors, or in a similar manner; and
 - (5) they will not engage in the following acts by themselves or by using a third party during the Training period:
 - a. using fraudulent means, threatening words or behavior, or violence against GIKEN or persons who have a contractual relationship with GIKEN (hereinafter referred to as "Related Persons"); or
 - b. obstructing the business of or discrediting GIKEN or its Related Persons, by means of deception or force, or acts that may obstruct or discredit the same.
2. If it is found that the other party falls under any of the items set forth in the preceding paragraph, either GIKEN or CORPORATION may immediately discontinue Training without providing any notice.
 3. If Training is discontinued by the other party pursuant to the preceding paragraph, neither GIKEN nor CORPORATION shall make any claims for damage arising from such discontinuance, and must provide compensation for any damage caused to the other party.

(Consultation)

Article 23

Any questions that may arise from these Terms and Conditions or any matter not stipulated in these Terms and Conditions shall be resolved through consultation between GIKEN and CORPORATION or Participants in good faith.

(Supplementary Provision)

Article 24

These Terms and Conditions shall take effect on September 1, 2025.

Terms and Conditions for Facility Use

Users shall comply with the following terms and conditions established by GIKEN LTD. with regard to the use of Ichijima BASE located at 879-1 Yasuka, Nakatakedaaza, Ichijimacho, Tamba, Hyogo, which is owned by GIKEN. They shall be deemed to have agreed to these Terms and Conditions at the time when they submit a Facility Use Application.

(Definitions)

Article 1

The following terms used in these Terms and Conditions shall be defined as follows:

“GIKEN” refers to GIKEN LTD.

“CORPORATION” refers to the corporation specified in the application form for participation.

“User” refers to an individual who uses the Facility.

“Facility” refers to Ichijima BASE.

(Purpose)

Article 2

These Terms and Conditions set forth the necessary matters with regard to the use, maintenance, and management of the Facility owned by GIKEN.

(Facility User)

Article 3

A person who wishes to use the Facility must sign and seal a Facility Use Application and submit it to GIKEN. The Facility may be used only by Users who have obtained prior approval for their application.

(Facility Usage Fee)

Article 4

There shall be no usage fee for the Facility.

(Composition of Facility)

Article 5

The Facility hereunder shall include private rooms for Users, all equipment and facilities provided in the Facility, including common areas, and the parking lot provided outside the Facility.

(Prohibitions Regarding Facility Use)

Article 6

1. Users shall not engage in the following acts; provided, however, that this shall not apply if the facility manager appointed by GIKEN permits it in writing or by electromagnetic means (including email):
 - (1) allow persons other than Users to enter or use the Facility;
 - (2) switch private rooms permitted to use between Users without permission;
 - (3) enter private rooms other than those permitted to use;
 - (4) use the Facility for purposes other than the initially intended purposes;
 - (5) cause a fire or serious accident through an intentional or negligent act;
 - (6) use emergency exits in times other than emergencies;
 - (7) bring in, fabricate, or store items that violate laws and regulations such as the Firearms and Swords Control Law or drug-related laws, or dangerous items of an explosive or combustible nature;

- (8) talk, watch TV, listen to audio equipment, or play musical instruments at volumes that disturb others;
 - (9) engage in political, ideological, or religious activities on the Facility premises;
 - (10) engage in commercial or similar activities;
 - (11) keep dogs, cats, other small animals, fish, or other pets;
 - (12) bring in items that use fire, such as oil or gas stoves and portable gas burners, for disaster prevention purposes;
 - (13) engage in noisy behavior on the Facility premises, such as shouting or opening and closing doors with unnecessarily loud noise;
 - (14) engage in violent or gambling activities;
 - (15) alter the original state of the Facility, including newly constructing, installing, or remodeling, or using thumbtacks, screws, or similar items in, the buildings, equipment, or private rooms of the Facility;
 - (16) smoke at places other than the designated smoking area; the only place where in-house smoking is permitted is on the balcony outside of the common areas;
 - (17) copy or lose keys; in case of losing a key, Users must report it immediately to the facility manager; and
 - (18) engage in any acts similar to the above or any other acts prohibited by the facility manager.
2. Any damage to the Facility caused by any acts listed in the preceding items shall be fully compensated by the relevant Users or their company.

(Compliance Obligations Regarding Facility Use)

Article 7

1. Users must observe these Terms and Conditions, endeavor to maintain the public morals and order of the Facility, and cooperate in the smooth management and operation of the Facility. Additionally, they are obliged to:
 - (1) use common areas to communicate with other Users;
 - (2) make sure to keep their room doors locked for security while they are away, including when just chatting for a short time;
 - (3) be responsible for managing and storing cash, valuables, and the key to the Facility, and contact the facility manager immediately should they lose or damage the key;
 - (4) follow local rules for daily garbage disposal: sort the garbage by type, and place it at the designated location on the designated days and times;
 - (5) use furniture, electrical appliances, and other items with care, and should any of them be out of order, report it to the facility manager immediately;
 - (6) keep the Facility clean and organized, and regularly clean the wet areas, in particular;
 - (7) take their personal belongings back to their private room, instead of leaving them in hallways or other common areas; personal belongings left in common areas may be moved or discarded at the discretion of the facility manager;
 - (8) endeavor to clean and restore to their original condition the Facility they have used upon completion of their use of the Facility; and

- (9) perform other common-sense acts similar to the preceding items.
2. Regarding item (3) above, GIKEN shall have no involvement in any damage caused to Users due to an intentional or negligent act by Users, such as a loss of or damage to keys. Costs of any damage caused to the Facility due to an intentional or negligent act by Users, such as a loss of or damage to keys, shall be paid by the relevant Users or their company.
3. Regarding item (5) above, if they are found to have been damaged or defaced due to an intentional act by Users, the costs shall be paid by the relevant Users or their company on their own responsibility.
4. Users shall report to the facility manager immediately if they find any problem with the Facility.

(Authority of Facility Manager)

Article 8

1. The facility manager may enter rooms of Users while they are absent in the event of an emergency such as a fire, earthquake, or other disaster, incident, or accident, or when it is otherwise found necessary.
2. The facility manager may enter rooms of Users without providing prior notice to the Users if it is necessary for management purposes such as inspecting firefighting equipment.
3. The facility manager may enter rooms of Users in the presence of the Users if the Users are presumed to be in violation of these Terms and Conditions based on an objective fact; provided, however, that this shall not apply if there are reasons that make the presence of the Users difficult.

(Use of Parking Lot)

Article 9

1. Users may use the parking lot provided at the Facility only if they have applied for it when applying for the use of the Facility.
2. There shall be no usage fee for the parking lot.
3. The Company shall not be liable in any respect for any damage to vehicles due to thefts, accidents, or the like occurring during the use of the parking lot by Users.

(Liability for Damage)

Article 10

1. If any damage is caused to the Facility or other Users due to an intentional or negligent act by Users, the damaging Users or their company shall work to resolve the matter at their own expense and on their own responsibility. If any damage is caused to Users due to their use of the Facility, GIKEN shall be liable to compensate the Users for such damage only when there is an intentional act or gross negligence by the Facility; however, that the scope of such compensation shall be limited to the damage directly and actually caused to the Users.
2. If any equipment, facility, or the like is damaged during the use of the Facility by Users, the repair costs and related costs shall be paid by GIKEN; provided, however, that in the case of an intentional act or gross negligence by Users, GIKEN may require the Users and their company to pay such costs.

3. In addition to the cases of the preceding two paragraphs, if any damage is caused to Users, GIKEN shall be liable to compensate the Users for such damage only in the case of an intentional act or gross negligence by GIKEN; provided, however, that the scope of such compensation shall be limited to the damage directly and actually caused to the Users.

(Consultation)

Article 11

These Terms and Conditions may be modified at the discretion of the facility manager, as necessary. The terms and conditions after modification shall take effect with the posting of them in the Facility or providing notice to Users.