

Other Terms and Conditions

An applicant (“Applicant”) to MFIBC) shall be deemed to have agreed to the following upon application thereto.

Unless and until the Applicant is selected as a winner, all intellectual property rights, including, but not limited to, patents (including any business method patents), utility models, designs, trademarks, trade names, copyrights, trade secrets, know-how, and any other intellectual property rights in relation to the Applicants’ application documents (“Documents”) and business ideas (“Ideas”) submitted for the MFIBC (collectively, “Intellectual Property Rights”) shall remain the property of the Applicant. In the event that an Applicant is selected as the winner of Category 1 or 2, such Applicant shall abide by the conditions specified for Category 1 or 2.

Without prejudice to the foregoing, by filing an application to MFIBC, the Applicant waives the exercise of its Intellectual Property Rights, including, but not limited to, seeking injunctive relief, claiming damages, and demanding royalties from Marubeni in connection with the Intellectual Property Rights.

The Applicant warrants that the neither the Documents nor the Ideas infringe upon any intellectual property right or any other right of a third party, including, but not limited to, patents (including any business method patents), utility models, designs, trademarks, trade names, copyrights, trade secrets, know-how, and any other intellectual property rights. The Applicant also warrants that the Documents, the Ideas and application of them for MFIBC shall not breach any rules, including, but not limited to, the intellectual property regulations or confidentiality rules of the company, university, employer etc. of the Applicant.

The Applicant shall not apply to any other similar contests or tenders with the Idea until the results of the MFIBC are announced. The Applicant warrants that the Applicant has not applied to any other similar contests or tenders with the Idea at the time of applying to the MFIBC.

Except as otherwise expressly provided herein, applicants shall not transfer, set any security interest on, or otherwise dispose of the rights related to the business idea regarding their application.

All disputes between the Applicant and Marubeni in connection with the MFIBC shall be governed by and construed in accordance with the laws of Japan. The Tokyo District Court shall have exclusive jurisdiction in the first instance of all disputes arising out of or in connection with the MFIBC except for any injunctive relief that Marubeni or the Applicant may seek in any court of competent jurisdiction.

The Applicant shall not withdraw its application for the MFIBC if selected as winner.

Marubeni will not respond individual inquiries about the selection.

Any Documents and Ideas contrary to public order and morality shall be excluded from selection at Marubeni's sole discretion.

Marubeni shall have the right to cancel the MFIBC at its sole discretion. The Applicant waives all rights to any claim or charge in connection with such cancellation.

The Applicant agrees that Marubeni may use photos or information taken or obtained during the MFIBC for company publicity activities.

Marubeni shall collect and process personal data of the Applicant (including the team members, if an application has been made by a team with a corporation or group name) as described in the Privacy Notice. The Applicant shall provide the personal data required by Marubeni when applying for MFIBC, especially, name and contact information (telephone number and email address).

Applicants shall be deemed to have agreed to the Privacy Notice upon application to the MFIBC. If an Applicant is a corporation or group, the Applicant shall provide Marubeni with the personal data of its members after obtaining the consent of the members to the Privacy Notice.

Privacy Notice

To organize and operate the Forest Innovation Business Contest (the “**MFIBC 2021**”), Marubeni Corporation and WA Plantation Resources Pty Ltd (WAPRES) (collectively, “**Marubeni**”) acknowledge the importance of the personal data of the applicants of MFIBC 2021 (including the members of a team if an application has been made by a team with a corporation or group name; the “**Applicant**”) and will collect and process such personal data pursuant to this Privacy Notice (this “**Notice**”), in order to comply with the General Data Protection Regulation (EU) 2016/679 (the “**GDPR**”) and other applicable laws and regulations.

1. Category of personal data

Marubeni collects and processes personal data regarding the Applicant in connection with the organization and operation of MFIBC 2021. Personal data includes the Applicant’s name, contact information (telephone number and email address), address (company or home), company or university name, business field of the company or subject major (if the applicant is a university student), information stated in the application documents, circumstances and contents of MFIBC 2021 and interviews, access history of MFIBC 2021 website, etc.

2. Purpose of use and legal basis for processing personal data

Marubeni processes personal data under the following legal basis and for the following purposes of use:

- (1) If required to pursue Marubeni’s legitimate interests as required by Marubeni:
 - (i) Communications from Marubeni that will be required to operate the MFIBC 2021, and responses to inquiries to Marubeni; and
 - (ii) Improvements to the website and contents of MFIBC 2021 (including uses described in (3)(i) and (ii) below if the Applicant’s consent is not required by the applicable laws and regulations for such uses);
- (2) If required to fulfill obligations under a contract or take steps linked to a contract (including, but not limited to, the contract concluded by applying for the MFIBC 2021):
 - (i) Acceptance of applications to MFIBC 2021, examination, and communications of the examination results; and
 - (ii) Communications, cooperation, negotiations, performance, claims, agency, mediation, etc. concerning contracts;
- (3) If the Applicant gives consent:
 - (i) Posting images and videos to the website of MFIBC 2021 for publicity and promotional purposes (only if consent is required by applicable laws and regulations); and

- (ii) Analysis of access histories of visitors to the website (only if consent is required by applicable laws and regulations); and
- (4) If required for executing legal obligations:
 - (i) Acquisition, retention or use of personal information to comply with legal obligations borne by Marubeni; and
 - (ii) When complying with requests by the government or law enforcement agencies.

3. Recipients of personal data

Marubeni will provide the Applicant's personal data to the following business operators:

- (1) Marubeni's service providers or trustees

Marubeni will entrust the processing of personal data upon executing a memorandum of understanding concerning business support with the service providers or trustees. For example, judges and mentors for MFIBC 2021, IT infrastructure service providers, and website hosting and security service providers; and

4. Party from which personal data is collected

Marubeni mainly collects the Applicant's personal data directly from the Applicant. If an application will be made by a team with a corporate or group name, the party from which personal data processed by Marubeni is collected will be such corporation or group.

5. Transfer of personal data to third countries

In order to organize and operate MFIBC 2021, Marubeni will need to transfer the Applicant's personal data to countries outside of the EU Member States, and Iceland, Lichtenstein, and Norway, which have signed the EEA Agreement (the "EU"). The countries to which personal data will be transferred may include third countries that have not been recognized by the European Commission as providing an adequate level of data protection.

Marubeni will transfer personal data to these countries only when such transfer is necessary for the performance of the contract with the Applicant, such as when judges and mentors in foreign countries evaluate the Applicant's application.

6. Storage period

Marubeni will store the Applicant's personal data for as long as required to achieve the purposes described in this Notice.

The criteria to determine the storage periods include: (i) whether a relationship on the basis of MFIBC 2021 is continuing between Marubeni and the Applicant; (ii) whether there is any legal obligation to which Marubeni is subject; and (iii) whether there is a need in order to perform a

contract to which the Applicant is a party.

7. The Applicant's rights

The Applicant has the rights to ask Marubeni (i) for a copy of the Applicant's personal data; (ii) to correct, (iii) delete, or (iv) restrict processing of the Applicant's personal data (stop any active processing), and (v) to obtain the personal data the Applicant provided to Marubeni for a contract or with the Applicant's consent in a structured, machine readable format (i.e. the right of data portability).

In addition, the Applicant has the right (vi) to object to the processing of the Applicant's personal data under certain conditions (for further information, see the section below entitled "8. Right to object to processing of personal data").

These rights may be limited, such as if the fulfilment of the Applicant's request would reveal personal data about another person, where it would infringe upon the rights of a third party (including Marubeni's rights), or if the Applicant asks Marubeni to delete information that Marubeni is required by law to keep or have compelling legitimate interests in keeping.

8. Rights to object to processing of personal data

The Applicant has the right to object at any time to the processing of the Applicant's personal data which is based on Marubeni's legitimate interests, including "profiling" (i.e. analyzing or predicting the Applicant's behavior based on the Applicant's information).

When Marubeni processes the Applicant's personal data for direct marketing purposes, the Applicant has an absolute right to opt out of direct marketing or the profiling Marubeni carries out for direct marketing.

9. Right to withdraw consent

Wherever Marubeni processes personal data based on the Applicant's consent, the Applicant has the right to withdraw such consent at any time. Such withdrawal does not affect the lawfulness of any processing of personal data performed pursuant to the consent given prior to the withdrawal.

10. Personal data that is required to be provided

Personal data that is required to be provided is indicated in the application requirements or application documents of MFIBC 2021. Where provision of personal data is required, Marubeni will be unable to properly examine the Applicant, unless relevant information is provided.

11. Right to file complaints to a supervisory authority

The Applicant has the right to file a complaint with a supervisory authority. If the Applicant is

located in the EU, the supervisory authority where complaints can be filed include the supervisory authority of the EU Member State where the Applicant's place of residence or place of work, or the place where the alleged infringement of the GDPR took place is located.

12. Children

Marubeni will not intentionally collect nor process any information concerning children under the age of 16 without the permission and consent of a parent. If Marubeni discovers that it has been directly collecting and processing the personal information of a child under the age of 16, Marubeni will take measures to remove information as promptly as possible.

13. Contact information

Please contact Marubeni at the below by email for inquiries concerning the Applicant's personal information:

Marubeni Corporation

Wood Chip & Biomass Fuel Department

Email address: Forest-innovation@marubeni.com