ARK HILLS CLUB BY-LAWS

Chapter 1 Name and Location

Section 1 (Name)

The Club shall be called "ARK Hills Club" (hereinafter referred to as the "Club").

Section 2 (Location)

The location of the Club shall be at 37th Floor, East Wing, ARK Mori Building, 1-12-32 Akasaka, Minato-ku, Tokyo.

Chapter 2 Purpose, Management, and Organization

Section 3 (Purpose)

The purpose of the Club is to provide appropriate facilities and to host various cultural events and promotions to its members (hereinafter referred to as the "Members") in order to promote international exchange among the Members, both public and private.

Section 4 (Management and Organization)

Mori Hospitality Corporation (hereinafter referred to as the "Club Proprietor") owns the Club facilities and all other property and assets appurtenant thereto, and will appoint a manager (including an individual or a legal entity; hereinafter referred to as the "Manager") to manage and perform organizational operations of the Club and all other matters to be conducted by the Club under these Club By-Laws (hereinafter referred to as "these By-Laws"). The Club Proprietor and the Manager may appoint, as advisory bodies, a Board of Advisors, a Membership Review Committee or other committees as needed.

Chapter 3 Club Rules and Other Rules

Section 5 (Club Rules)

- 1. The Club Proprietor will establish, and from time to time amend, these By-Laws, the General Terms and the Club House Rules (hereinafter collectively referred to as the "Club Rules") to be complied with by all Members and applicants for membership when using the Club and with admission to membership.
- 2. The Club Proprietor may establish, and from time to time amend, any other rules and regulations (such rules and regulations are hereinafter referred to as the "Other Rules") as necessary.
- 3. The Club Proprietor shall notify the Members through the Club whenever the Club Rules or Other Rules are newly established or amended.

Chapter 4 Membership Rights

Section 6 (Membership)

- 1. Members are those individuals of 30 years of age or older or corporations registered in Japan, partnerships under the laws of Japan or associations without legal capacity (hereinafter collectively referred to as the "Corporations") that have been invited by a current Member and have completed the application procedures prescribed by the General Terms.
- 2. Screening for admission to membership is based on the qualification, social standing and economic stability of the applicant, and in the case of an individual or an individual nominated by a Corporation, his or her personality is also given consideration, and in the case of a Corporation, the company culture is also given consideration. The Club's Board of Advisors (hereinafter referred to as the "Board of Advisors") will give the final approval of the application for membership. When deciding whether to accept or reject an application, the future potential and possibility of continued contribution to the Club as a Member are taken into consideration.
- 3. The Club shall have, for the time being, the following membership classifications:
- (1) Individual Members;
- (2) Corporate Members;
- (3) Life Members;
- (4) Honorary Members; and
- (5) Diplomatic Members.
- 4. The membership classifications of the preceding paragraphs shall be defined as follows.

(1) Individual Members

Individual Membership is for those individuals of 30 years of age or older, and this membership belongs solely to the individuals. Individual Members and their spouses are entitled to freely use the Club in accordance with the Club Rules and Other Rules.

(2) Corporate Members

Corporate Membership is for Corporations, and this membership belongs solely to the Corporations. Each Corporate Member shall nominate one individual of 30 years of age or older who is affiliated with the Corporation as its nominated member (hereinafter referred to as the "Nominated Member"). The Nominated Member and his/her spouse are entitled to freely use the Club in accordance with the Club Rules and Other Rules. Corporate Members may change the Nominated Member at any time by going through the approval procedures set forth in the General Terms and paying a nomination change fee to the Club.

(3) Life Members

Life Membership is for those individuals of 60 years of age or older, and this membership belongs solely to the individuals. Life Members and their spouses are entitled to freely use the Club in accordance with the Club Rules and Other Rules. Life Membership may not be transferred to any other membership classification.

*Please note that Life Membership is no longer offered.

(4) Honorary Members

Honorary Membership is for those individuals of 30 years of age or older who are independently invited by the Club from time to time from among individuals whose contributions are widely acknowledged in the domestic and international community, for the purpose of promoting the Club. Honorary Members and their spouses are entitled to freely use the Club in accordance with the Club Rules and Other Rules.

(5) Diplomatic Members

Diplomatic Membership is for ambassadors of all nationalities living in Japan of 30 years of age or older who are independently invited by the Club for the purpose of promoting international friendship and international exchange at the Club. Diplomatic Members and their spouses are entitled to freely use the Club in accordance with the Club Rules and Other Rules.

5. The Club Proprietor may introduce additional membership classifications other than those listed above. Further, the Club Proprietor may determine the number of members in each membership classification and any terms and conditions applicable to them now and in the future.

Section 7 (Rights and Obligations of Members)

- 1. Members are entitled to use the Club facilities and related services in accordance with the Club Rules and Other Rules.
- 2. The membership of the Club does not confer upon Members any rights in the Club facilities or any tangible or intangible property, except the right to use the Club facilities and related services.
- 3. Members are obligated to contribute to the sound development of the Club and to the mutual friendship among the Members.
- 4. Members are obligated to pay the annual dues as prescribed by the Club in accordance with the General Terms.
- 5. Members are obligated to comply with the Club Rules and Other Rules, and to perform the obligations stipulated therein.
- 6. The spouse of a Member (or a Nominated Member in the case of a Corporate Member) as registered in the family register or a person recognized as a spouse under a foreign public system (individuals of 30 years of age or older in both cases) are entitled to use the Club facilities and related services in the same manner as the Members in accordance with the Club Rules and Other Rules.

Section 8 (Application Procedures and Admission to Membership)

- 1. Anyone who wishes to obtain membership must be examined in accordance with the procedures set out in the General Terms. For Corporate Membership, a Corporation that wishes to obtain membership as well as its Nominated Member must be examined.
- 2. Organized crime groups, other antisocial forces and their related parties (hereinafter collectively referred to as "Antisocial Forces") cannot obtain membership to the Club.
- 3. When an application for membership is submitted, the Membership Review Committee will examine the Club applicants (hereinafter referred to as the "Applicants") in accordance with procedures prescribed by the Club Proprietor, and the Board of Advisors will give the final approval.

The Membership Review Committee and the Board of Advisors may, in its discretion, approve or disapprove the Applicants' admission. If the Club disapproves an Applicant's admission, the Club will not disclose the reason for disapproval. Here, the disapproved Applicant may not file an appeal.

- 4. An approved Applicant is required to pay the initiation fee and initiation deposit specified in the General Terms and the annual dues for the first year after obtaining the final approval of the Board of Advisors.
- 5. Following the approval of admission, the Club's confirmation of its receipt of the payment in full of the initiation payments by the Applicant, and the Applicant's receipt of the membership package, it will be acknowledged that the Applicant has been officially admitted to the Club as a Member. The Applicant can thereafter use the Club and enjoy all rights as a Member in accordance with the Club Rules and Other Rules.

Section 9 (Initiation Fee and Initiation Deposit)

- 1. While the initiation deposit paid pursuant to Section 8.4 will be refunded at the time of the Member's withdrawal from membership in accordance with these By-Laws and the General Terms, the initiation fee and the annual dues are not refundable regardless of the timing of the Member's subsequent withdrawal from membership or for any reason.
- 2. The initiation deposit will not accrue interest.

Section 10 (Deposit Certificate (Membership Registration Certificate))

- 1. Members will be issued a deposit certificate (membership registration certificate) by the Club.
- 2. The deposit certificate (membership registration certificate) will state the Member's name, membership classification, date of admission, and amount of initiation deposit paid by the Member. If a Member loses his/her deposit certificate (membership registration certificate), it will be reissued according to the procedures set out in the General Terms.
- 3. The deposit certificate (membership registration certificate) will serve as a receipt of the initiation deposit.
- 4. Members must return their deposit certificate (membership registration certificate) to the Club in the following cases:
- (1) when requesting the refund of the initiation deposit;
- (2) when applying for the transfer of membership; or
- (3) when the Club requests the return of the deposit certificate (membership registration certificate) in cases other than those listed above.

Section 11 (Membership Card)

- 1. The membership card must bear the name of an individual as a Member or the name of an individual nominated by a Corporation as a Member (Nominated Member) or the name of their spouse, and only the Member whose name is indicated on the membership card may use the Club.
- 2. If the membership card is lost, a new membership card will be reissued in accordance with the procedures prescribed in the General Terms.
- 3. When using the Club, Members and their spouses must carry their membership card with them at all times and promptly present it when requested by the Club staff.
- 4. Members and their spouses may not loan their membership cards to any third party. Should a third party use the Club facilities using a membership card, the Member shall be fully responsible for such use, including payment of any usage charges, without regard to whether such membership card has been loaned, stolen, or for any other reason.
- 5. Members must return the membership card to the Club when:
- (1) they apply for withdrawal or leave of absence from the Club;
- (2) a Corporation as a Member nominates a different individual;
- (3) they apply for transfer of membership; or
- (4) the Club requests the return of the membership card in cases other than those listed above.
- 6. The membership card, membership status and membership rights may not be transferred, loaned or licensed to any third party, nor may they be pledged or otherwise provided as security.

Section 12 (Guests)

Members and their spouses may bring guests into the Club. In such cases, the guests may use the Club facilities in accordance with the Club Rules and Other Rules. Further, Members and their spouses will be jointly and severally liable for all actions of the guests within the Club facilities and for all actions taken against the Club and payments to be made to the Club.

Section 13 (Change of Nominated Member)

1. Corporate Members may freely change their Nominated Members in accordance with the approval procedures prescribed in the General Terms; provided that the Corporate Members pay a certain nomination change fee to the Club.

- 2. If an individual nominated by a Corporate Member is not approved by the Membership Review Committee, the Corporate Member may nominate another individual.
- 3. Corporate Members are responsible, jointly and severally, for all conduct of their Nominated Members and their spouses. Even if the Nominated Members no longer belong to the Corporate Members, the Corporate Members shall remain responsible for all conduct of the Nominated Members until their nomination is cancelled. Corporate Members shall be responsible for performing all of their obligations as Members, including the payment of the annual dues, that arise during the procedures for changing the nomination described above.
- 4. If a Nominated Member is suspended or expelled under the Club Rules or Other Rules, the Corporate Member may change the nominated individual pursuant to Section 13.1.

Chapter 5 Members' Liability to the Club

Section 14 (Annual Dues)

- 1. The Club Proprietor may determine and alter the amount, payment method and time of payment of the annual dues. In such cases, notices on these matters to Members shall be made in accordance with the procedures set by the Club.
- Members are obligated to make a lump-sum advance payment of the annual dues specified by the Club Proprietor in accordance with the General Terms
- 3. Even if individuals nominated by Corporate Members are not approved by the Club or their Nominated Members remain vacant regardless of the cause, Corporate Members are obligated to make a lump-sum advance payment of the annual dues specified by the Club Proprietor in accordance with the General Terms. This shall also apply in cases where the Nominated Members are no longer with the Corporate Members.
- 4. The payment of annual dues may not be set off against the obligation to refund the initiation deposit or other debts the Club Proprietor or the Club owes to the Member.
- 5. Annual dues will not be reduced or waived during any period of suspension of membership.
- 6. No annual dues may be refunded under any circumstances.

Section 15 (Payment for Club Usage)

- 1. Charges for Club usage will be calculated and invoiced at the end of each month, and Members who receive an invoice must pay the invoiced amount within 30 days of the invoice date. The Club may refuse to accept payment by invoice at its discretion. In such cases, Members must pay by cash or a credit card designated by the Club.
- 2. The calculation of charges for Club usage shall be evidenced by the bills signed by the Members or their spouses or their accompanied guests at the time of their usage of the Club facilities. The Members or their spouses shall be responsible for confirming the particulars of the bills and for signing the bills.
- 3. In the event that the payment invoice is not made by the due date and remains outstanding, the Club shall have the right, under the Club Rules or Other Rules, to remind the Member to make the payment, or determine whether to suspend the membership or expel the Member.
- 4. Payment of charges for Club usage may be made by cash or a credit card designated by the Club.

Section 16 (Members' Liability Arising from Violation of Club Rules and Other Rules)

Members (Nominated Members in the case of Corporate Members) shall be liable for any loss, damage, cost or expense (hereinafter collectively referred to as the "Damages") to any other Member, the Club, Club staff or their related parties caused by or relating to the violation any of the Club Rules or Other Rules by the Members or their spouses or the accompanied guests. The Club Proprietor shall have the right to claim payment for the Damages from the Members in its name or the name of the Manager, and the Members shall be required to make immediate payment of all such Damages.

Chapter 6 Club's Liabilities to Members

Section 17 (Refund of Initiation Deposit)

- 1. In the event that the withdrawal of a Member from the membership is approved by the Club, the Club Proprietor shall return the initiation deposit paid by such Member based on the General Terms.
- 2. In the event that it becomes virtually impossible or difficult for a Member (excluding Corporate Members) to use the Club because of his/

her death or illness, and a legal successor or administrator of the inherited property of such Member makes a claim for the refund of the initiation deposit, the Club Proprietor shall return the initiation deposit in accordance with the procedures prescribed in the General Terms upon confirmation that such legal successor or administrator of the inherited property is legally qualified as such.

- 3. If the Club Proprietor notifies Members that it is unable to provide the Club facilities for any reason (excluding temporary cases such as for construction work), the Club Proprietor shall return the initiation deposit to Members on a date to be determined by the Club Proprietor. All rights of a Member to the Club shall cease at the time of return of the initiation deposit, or, if the Member is unable to receive a refund pursuant to Section 17.5, on the foregoing date to be determined by the Club Proprietor.
- 4. The amount of the initiation deposit to be refunded in accordance with this section shall be the amount of the initiation deposit indicated on the deposit certificate (membership registration certificate).
- 5. Members shall not be entitled to a refund of the initiation deposit under this section unless any and all payments and performance of obligations due to the Club Proprietor or the Club have been completed.
- 6. The right to receive a refund of the initiation deposit of this section may not be assigned, pledged, attached with security interests, or otherwise disposed of at all without obtaining the prior written approval of the Club.

Chapter 7 Transfer and Succession of Membership

Section 18 (Transfer of Membership)

- 1. Membership rights of Individual Members and Corporate Members may be transferred in accordance with the procedures prescribed under the General Terms and by paying a prescribed fee to the Club for the transfer of membership. However, the transferee must fulfill the membership requirements as prescribed in these By-Laws and the transferee's admission must be approved by the Membership Review Committee and the Board of Advisors in accordance with the procedures prescribed in the General Terms.
- 2. In the event of the transfer of the membership, the right to claim a refund of the initiation deposit shall be deemed to have been transferred to the transferee together with the membership.
- 3. No Member may transfer his/her membership until all obligations of such Member to the Club Proprietor and the Club, including payments for Club usage charges and annual dues, are fully performed.
- 4. In no event shall the Club act as an intermediary to recommend or to introduce parties for the transfer of any membership.
- 5. The Club shall not take any part in any manner in any correspondence, contract, or conditions relating to the transfer of membership between the transferor and the transferee.
- 6. No Member may transfer his/her membership by means of internet auctions or similar methods.

Section 19 (Succession of Individual Membership and Life Membership) A Member (excluding Corporate Members) shall be regarded as having withdrawn from membership when deceased. The Club shall not approve the succession in any manner of his/her membership by any party.

Chapter 8 Various Procedures

Section 20 (Withdrawal from Membership)

- 1. A Member may apply for withdrawal from the membership at any time by notifying the Club at least 30 days before the desired withdrawal data in accordance with the General Terms. The Club shall accept the Member's application for withdrawal from the membership upon confirming that the Member has paid annual dues and performed any other obligations due to the Club Proprietor or the Club, and returned the deposit certificate (membership registration certificate), and process the date of reception of the deposit certificate (membership registration certificate) as the date of the Member's withdrawal from the membership.
- 2. In addition to the case of Section 20.1, a Member shall be deemed to have withdrawn from membership in any of the following cases, and the spouse's right to use the Club facilities will also be automatically terminated:
- (1) the Member (excluding Corporate Members) decreases or the Corporate Member is dissolved; or
- (2) the Club is shut down.
- 3. Upon withdrawal, a Member shall no longer have any rights as a member and will cease to be entitled to use the Club.

Section 21 (Leave of Absence)

- 1. A Member may request a leave of absence for a maximum period of 2 years for justifiable reasons, such as illness or overseas residency, in accordance with the procedures prescribed in the General Terms, and the Member may take a leave of absence upon approval of the Club and by paying a leave of absence fee to the Club.
- 2. A Member shall be exempted from payment of the annual dues during the leave of absence. However, the refund of the annual dues already paid to the Club or the appropriation thereof to the leave of absence fee shall not be approved.
- 3. During the period of the leave of absence, the Member shall lose all rights as a Member and shall not be entitled to use the Club facilities.
- 4. Unless there are special circumstances, a leave of absence may be taken only once during the lifetime of the membership.

Chapter 9 Reprimand, Suspension, and Expulsion

Section 22 (Reprimand and Suspension of Membership)

- 1. If the Club Proprietor determines that one of the following is applicable to a Member or a Nominated Member or their spouses or guests, the Club Proprietor may, at its discretion, reprimand or suspend the Member's membership for an undetermined period:
- (1) the Member has or is suspected to have violated the Club Rules or Other Rules;
- (2) the Member has committed a crime, antisocial act, violent act or any other act worthy of social criticism;
- (3) the Member is suspected of committing the acts of the preceding item and has lost social credibility;
- (4) the Member is subject to attachment, provisional attachment, provisional disposition or disposition for tax delinquency;
- (5) the Member has lost its financial credibility as a result of filing a petition for bankruptcy, civil rehabilitation proceedings or corporate reorganization proceedings, or dishonoring a note;
- (6) the Member causes trouble to the Club, Club staff, other Members or their spouses or their related parties, or the Member damages their reputation or credibility;
- (7) the Member disrupts the public morals or order at the Club or Club facilities, or between the Club and other Members;
- (8) the Member's whereabouts become unknown because of a reason attributable to the Member such as by neglecting to notify the change of his/her address or contact information, or the Club is unable to contact the Member for 6 months or longer; or
- (9) other than those listed above, the Member behaved in a manner that impaired his/her status as a Member, and the Club determines that the Member no longer meets the membership criteria.
- 2. In the case of Section 22.1, the Club may suspend the Member's membership by sending a Membership Suspension Notice in a manner that the Club deems appropriate. The suspension of the Membership shall take effect at the time the Notice is sent. During the suspension of membership, the Member shall not be entitled to use the Club.
- 3. The Club Proprietor may, at its discretion, cancel the suspension of membership as it deems appropriate. In such event, the Club will notify the Member of the cancellation of the suspension of membership in a manner that the Club deems appropriate.
- 4. A Member who is being suspended may not transfer or otherwise dispose of his/her membership.
- 5. This section shall also apply to the reprimand and suspension of membership of Nominated Members.

Section 23 (Expulsion of Member)

- 1. If the Club Proprietor determines that one of the following is applicable to a Member or a Nominated Member or their spouses or guests, the Club Proprietor may, at its discretion, expel the Member from the Club without indicating any reasons:
- (1) the Member has or is suspected to have violated the Club Rules or Other Rules;
- (2) the Member has committed a crime, antisocial act, violent act or any other act worthy of social criticism;
- (3) the Member is subject to attachment, provisional attachment, provisional disposition or disposition for tax delinquency;
- (4) the Member has lost its financial credibility as a result of filing a petition for bankruptcy, civil rehabilitation proceedings or corporate reorganization proceedings, such a petition being filed against the Member by a third party, or the Member dishonoring a note;
- (5) the Member causes significant trouble to the Club, Club staff, other Members or their spouses or their related parties, or the Member damages their reputation or credibility;

- (6) the Member significantly disrupts the public morals or order at the Club or Club facilities, or between the Club and other Members;
- (7) the Member's whereabouts become unknown because of a reason attributable to the Member such as by neglecting to notify the change of his/her address or contact information, or the Club is unable to contact the Member for 1 year or longer;
- (8) it is revealed that the member corresponds to Antisocial Forces set out in Section 8.2;
- (9) the Member's cumulative period of suspension exceeds 1 year; or (10) other than those listed above, the Member behaved in a manner that impaired his/her status as a Member, and the Club determines that the Member no longer meets the membership criteria.
- 2. In the case of Section 23.1, the Club may expel the Member from the Club by sending a notice of expulsion to the Member in a manner that the Club deems appropriate. The expulsion of the Member from the Club shall take effect at the time the notice of expulsion is sent.
- 3. A Member expelled from the Club shall immediately lose the right to use the Club, and shall no longer be entitled to any benefits or privileges as a Member. The refund of the initiation deposit to the expelled Member shall follow the conditions and procedures for refund of the initiation deposit as prescribed in the Club Rules.
- 4. A Corporate Member shall not immediately lose its status as a Corporate Member even if its Nominated Member is expelled under Section 23.1; save for cases where the Club Proprietor expels the Corporate Member together with its Nominated Member, or the Corporation or its representative falls under any of the foregoing circumstances.

Chapter 10 Board of Advisors and Committees

Section 24 (Board of Advisors)

- 1. The Club may appoint a Board of Advisors comprises of the number of members as the Club may consider appropriate.
- 2. The members of the Board of Advisors shall serve without any fee or other form of compensation and shall not by virtue of such position, assume any obligation or liability connected with the Club's operations, assets or finances.
- 3. The members of the Board of Advisors understand that their mission is to jointly facilitate the sound development of the Club, and shall actively participate in the recruitment of suitable new Members to enhance the stature of the Club.
- 4. The term of each member of the Board of Advisors shall be 2 years. However, the members of the Board of Advisors shall be re-appointed, in principle, by the Club after their terms, unless otherwise determined by the Club or unless they resign for any reason. The Club shall hold a meeting of the Board of Advisors as necessary.
- 5. The Board of Advisors shall advise the Manager on all matters relating to the operation of the Club and all other matters concerning the Club on which the Manager may from time to time confer with the Board of Advisors.
- 6. The Manager may at any time call for a meeting of the Board of Advisors and may submit such information relating to the Club as he/she deems appropriate in the form of a report to the Board of Advisors.
- 7. A member of the Board of Advisors shall vacate the office and cease to be a member of the Board of Advisors if:
- (1) the member becomes incapacitated, by reason of unsound mind or illness, and cannot perform duties as a member of the Board of Advisors; (2) the member files a petition for bankruptcy proceedings or civil rehabilitation proceedings, or a third party files such a petition against the member: or
- (3) the member submits a notice to the Club in writing of his/her resignation from the Board of Advisors.
- 8. Each member of the Board of Advisors shall keep all information and reports received as a member of the Board of Advisors from the Manager confidential, and shall not disclose such information or reports or any part thereof to the public or other Members of the Club except for such information that the Manager has disclosed to Members for the purpose of promoting the Club.

Section 25 (Committees)

- 1. The Club may at any time as it deems appropriate establish any committee to plan, evaluate, or review all matters relating to the operations of the Club or any other matters connected to the Club.
- 2. The Club may appoint members to comprise each committee from time to time. Members of each committee shall keep all information and reports received as a committee member from the Manager confidential, and shall

not disclose such information or reports or any part thereof to the public or other Members of the Club except for such information that the Manager has disclosed to Members for the purpose of promoting the Club.

Section 26 (Authority of Members of the Board of Advisors and Committees)

All advice, recommendations, and decisions made by the Board of Advisors and any committee shall be of an advisory nature only and shall not bind the Club Proprietor or the Manager.

Chapter 11 Miscellaneous Provisions

Section 27 (Responsibilities of Club Proprietor, Manager, Committees and Board of Advisors)

Members and their spouses and their accompanied guests and all other persons shall enter and use the Club at their own risk, and the Club Proprietor, the Manager, the Board of Advisors, the members of the Board of Advisors, committees and committee members shall not be liable for any damage incurred by the Members and their spouses and their accompanied guests and all other persons of their possessions while on the Club premises, or attending the Club's hosted activities outside the Club premises, whether based on contract, tort, unjust enrichment, statutory obligation or any other cause of action, except when such damage is attributable to the Club.

Section 28 (Manager)

The Manager shall be responsible for the execution of all matters prescribed in the Club Rules and Other Rules.

Section 29 (Business Relations among Members and between the Club and Members)

The Club shall neither allow any Members, including members of the Board of Advisors and any committee members, or their spouses or their accompanied guests to perform any commercial activities of any personal interest nor allow any Member to introduce other Members or provide any information connected to other Members, whatsoever. Members shall not have the right to request from the Club or Club staff such activity, introduction or information. Any activity hosted and managed by the Club shall be of a nature to facilitate communication and mutual benefit between and among the Members of the Club.

Section 30 (Notices)

- Members must register with the Club their address, telephone number, email address and other contact details to which all notices, invoices and other correspondence may be sent, and must immediately notify the Club of any changes to their registered contact details in accordance with the General Terms.
- 2. Any notices, invoices, and other documents to be sent to Members shall be sent to the registered address. However, the Club may post the content to be notified on a website set up by the Club in lieu of giving notice.

Section 31 (Interpretation and Disputes)

The interpretation of the Club Rules and Other Rules, and matters relating to the Club, shall be decided by the Club Proprietor, and such decision shall be final and binding on Members and all other parties involved. Any dispute relating to the Club Rules and Other Rules, and matters relating to the Club, shall be resolved by both parties through good faith and amicable negotiation. However, if the dispute is not resolved through such negotiation, the Tokyo District Court shall be the exclusive court of agreed jurisdiction for the first instance.

Section 32 (Hours of Operation)

The Club's hours of operation may be changed at its discretion, and the Club shall notify Members of the changes.

Section 32 (Privacy Policy)

The personal information of Members will be managed pursuant to the Detailed Rules on Privacy Policy.

Effective Date: April 1, 1998 Date of Amendment: April 1, 2013 Date of Amendment: March 1, 2025