

# Membership Terms and Conditions

## (Regular Members)

### Article 1 Management Organization and Lounge Provision

1. Tekko Executive Lounge & Conference Rooms' Tekko Executive Lounge (hereinafter referred to as the "Lounge") is provided by Tekko Building Co., Ltd. (hereinafter referred to as the "Operator"), as the management organization, pursuant to these Terms.
2. Location: 4F South Tower, Tekko Building, Marunouchi 1-8-2, Chiyoda-ku, Tokyo

### Article 2 Purpose

The Lounge aims to provide facilities and services as an exclusive lounge for members prescribed in Article 3.

### Article 3 Membership Eligibility

1. Regular members refers to individuals and corporations that have completed enrollment procedures prescribed by the Operator.
2. Two classes of membership have been established, (1) regular members (meaning individual members and corporate members, and hereinafter collectively referred to as "Members") and (2) day members.
3. Parties intending to become Members understand in advance that the Operator shall review applications and decide whether to approve membership. The Operator shall not respond to any inquiries regarding the review process, details, or the like, regardless of the grounds.

### Article 4 Rules

1. The Operator prescribes these Terms as rules to be abided by when any Member of the Lounge uses the Lounge or becomes a member, and these Terms may be altered as appropriate. The effect of these Terms applies to all Members.
2. The Operator may prescribe provisions or rules as necessary in addition to the preceding paragraph, and may alter such rules as appropriate. The effect of such provisions or rules applies to all Members.
3. The Operator shall notify all Members using prescribed procedures if provisions or rules based on the preceding paragraph have been prescribed or if alterations have been made.

### Article 5 Membership Enrollment Procedures

Parties wishing to enroll at the Lounge should conduct enrollment procedures according to the process prescribed in these Terms and the Detailed Membership Terms and Conditions.

### Article 6 Exclusion of Antisocial Forces

Enrollment is not permitted if currently corresponding to an organized crime group, an organized crime group member, a party for which five years have not yet elapsed since ceasing to be an organized crime group member, a non-regular member of an organized crime group, a company closely related to an organized crime group, a corporate racketeer or the like, a rogue acting in the name of a social movement, or a special intelligence violent group or the like, or any similar party (hereinafter referred to as "Antisocial Forces"), if controlled by Antisocial Forces, or if the applicant has any relations with Antisocial Forces. Parties intending to become Members should manifest to the Operator that they do not correspond to Antisocial Forces, are not controlled by Antisocial Forces, and do not have any relations with Antisocial Forces.

### Article 7 Membership Cards, Deposit Receipts

1. All Members shall be issued by the Operator with a membership card and a receipt for deposits.
2. Members should promptly notify the Operator and conduct prescribed reissuing procedures if a Member loses their membership card or deposit receipt.  
A prescribed issuing fee will be charged for reissuing.
3. Membership cards should be shown at reception when Members use the Lounge.
4. Members may not loan membership cards to third parties. Members shall assume all responsibility, including paying usage fees, if a third party uses the Lounge using a membership card, due to lending a membership card, the theft of a card, or any other reason.
5. Members must return their membership card to the Operator in the following situations:
  - (1) When withdrawing membership
  - (2) When the Operator requests the return of a membership card other than in the above case

### Article 8 Enrollment Fees and Deposits

Enrollment fees paid when enrolling shall not be returned when withdrawing membership or when the Lounge is closed down. Deposits shall be refunded when withdrawing membership or when the Lounge is closed down.

### Article 9 Monthly Membership Fees

1. The Operator shall decide and may change the monthly membership fee, payment method, and payment date. Notice to Members in such case shall be given according to a method prescribed by the Operator.
2. Members shall in principle pay monthly membership fees according to a method prescribed by the Operator.
3. Members may not set off monthly membership fee payment obligations against obligations the Operator bears to Members.
4. Members shall not be exempt from paying monthly membership fees during periods that their membership eligibility is suspended as provided for in Article 21 of these Terms.

(continued)

**Article 10 Regular Holidays and Operating Hours**

1. Regular holidays shall in principle be Saturdays, Sundays, national holidays, the year-end and New Year holiday season, days designed by the Operator as days on which the building is closed, and days on which facilities are renovated, repaired, or inspected.
2. The Lounge's operating hours are 07:00 to 21:00.
3. In addition to the preceding paragraph, the Operator may close or shut down the Lounge in whole or in part for a reasonable period of time if the Lounge facilities are unexpectedly damaged due to a natural disaster or the like.
4. When deciding to close the Lounge at the Operator's discretion or due to circumstances at the Operator, the Operator shall close the Lounge having given notice to Members specifying a reasonable period; provided, however, that this shall not apply in emergencies or unavoidable circumstances.

**Article 11 Notifications**

1. Members shall notify the Operator immediately if there are any changes to details registered with the Operator.
2. All notices, invoices, and other documents sent to Members shall be sent by post to the address registered in accordance with the preceding paragraph and notifications shall be deemed complete upon being posted.

**Article 12 Rights and Obligations of Members**

1. Members may use the Lounge facilities and incidental services in compliance with these Terms and various rules such as the Detailed Membership Terms and Conditions.
2. Members shall work towards the sound development of the Lounge and friendship among Members.
3. Members shall take care to act in an orderly manner and shall use the facilities at their own responsibility.
4. Members shall pay monthly membership fees prescribed by the Operator and perform other Member obligations prescribed in these Terms and various rules such as the Detailed Membership Terms and Conditions.

**Article 13 Assignment and Succession of Membership Eligibility**

1. Members may not assign or loan their membership status or rights pursuant thereto.
2. Membership eligibility shall be lost if a Member dies or no longer exists as a corporation. Succession of membership shall not be permitted in any circumstances.

**Article 14 Prohibited Matters**

The Operator prohibits Members from engaging in acts provided for in any of the following items:

Members should be aware that the Operator may refuse to allow such Member to use the Lounge if any of the acts or facts provided for in each item are discovered.

- (1) Acts that infringe public order and morals;
- (2) Acts that spoil the dignity of the Lounge;
- (3) Use that deviates from the purpose of use of the Lounge;
- (4) Acts that benefit Antisocial Forces;
- (5) Religious acts (including solicitation);
- (6) Acts that cause a nuisance to Lounge Members or other users;
- (7) Acts that deface or damage facilities, fixtures, equipment or the like in the building, including in the Lounge (including inserting nails, drawing pins, or pins)
- (8) Bringing in items that are likely to combust, ignite, explode, or cause some other danger, or items that give off bad smells;
- (9) Smoking in the Lounge (except in designated locations);
- (10) Photographing in the Lounge;
- (11) Bringing animals into the Lounge other than guide dogs, service dogs, or hearing dogs;
- (12) Selling, promoting, or fund-raising activities without approval from the Operator;
- (13) Registering a business or company using the Lounge's address; or
- (14) Other acts deemed inappropriate by the Operator.

**Article 15 Payment of Usage Fees**

Fees for using the Lounge's facilities and services, other than monthly membership fees, shall be settled by a method specified by the Operator.

**Article 16 Operator's Responsibilities**

The Operator and operating staff shall assume no responsibility whatsoever to compensate for damage with respect to theft or loss that occurs within the Lounge facilities or accidents or the like that occur while using facilities.

**Article 17 Visitors**

1. Visitors may accompany Members to the Lounge pursuant to the provisions of these Terms and various rules such as the Detailed Membership Terms and Conditions.
2. Members shall ensure that their accompanying visitors comply with these Terms and various rules such as the Detailed Membership Terms and
3. Conditions.  
Members shall assume all responsibility for their accompanying visitors' acts within the Lounge facilities and obligations incurred to the Operator or third parties.

**Article 18 Obligations Incurred Due to Violating These Terms or Various Rules Such as the Detailed Membership Terms and Conditions**

1. Members shall assume all indemnity liability for human or physical damage due to violations by Members or their visitors of these Terms and various rules such as the Detailed Membership Terms and Conditions.
2. The Operator may claim compensation for damage from such Member in its name or the name of a third party designated by the Operator and in such case, such Member must immediately compensate for such damage.

#### **Article 19 Temporarily Suspending Membership**

1. Members may temporarily suspend their membership if use of the Lounge is deemed to be impossible or difficult for a certain period of time due to changes in financial circumstances, being posted overseas, recovering from illness, or the like, if there are other circumstances deemed justifiable by the Lounge, or if a notice of temporarily suspending membership prescribed by the Operator is submitted in accordance with these Terms and various rules such as the Detailed Membership Terms and Conditions and is deemed appropriate by the Operator.
2. Members who have applied to temporarily suspend membership should reapply to temporarily suspend membership within six months of their original application, and such Members may be treated as having withdrawn their membership if a request to resume membership is not made.

#### **Article 20 Withdrawal**

1. Members may withdraw membership by submitting a notice of withdrawal prescribed by the Operator in accordance with these Terms and various rules such as the Detailed Membership Terms and Conditions.
2. When withdrawing, Members shall lose all rights as Members in the month in which they withdraw and may not use the Lounge.
3. Members must settle all obligations to the Operator by the month in which they withdraw.

#### **Article 21 Suspension of Membership Eligibility**

1. The Operator may suspend a Member's membership eligibility without setting a time limit at the discretion of the Operator when a Member corresponds to any of the following:
  - (1) When in arrears of enrollment fees, monthly membership fees, or the like;
  - (2) When these Terms or various rules such as the Detailed Membership Terms and Conditions have been violated or are suspected of having been violated;
  - (3) When engaging in acts that cause a nuisance to other Members;
  - (4) When committing a crime or suspected of committing a crime and social credibility has been lost;
  - (5) When payments or transactions with clearing houses are suspended, when a resolution or order for dissolution has been passed, or when a petition has been filed for the commencement of bankruptcy, civil rehabilitation, corporate reorganization, or special liquidation, or other bankruptcy procedures, or when financial credibility is lost due to similar facts;
  - (6) When contact is not possible for six months or more despite the Operator attempting to make contact due to the current address, telephone number, or email address registered when enrolling not having been updated, errors registered not having been corrected, or registration having been falsified;
  - (7) When subject to seizure, provisional seizure, or provision disposition, other compulsory execution, preservative measures, or disposition for failure to pay taxes, or the like;
  - (8) When any of the acts stated in (a) to (d) have taken place with regard to the Operator or when corresponding to (e) (including when acts are by an officer or employee of a corporate Member or a party consigned by a Member):
    - (a) Acts that state false facts;
    - (b) Acts that involve visiting or telephoning using vulgar or violent language or in a manner that will be annoying;
    - (c) Acts that involve assault or intimidation or other illegal acts;
    - (d) Acts that involve demand, against the Operator's intent, payment of money, exemption of debts, execution of agreements, provision of convenience, or other provision by the Operator that the Operator does not bear responsibility for under the law;
    - (e) When the Operator otherwise deems a Member to be unsuitable.
2. In the case of the preceding paragraph, the Operator shall send notice of suspension of membership eligibility by post to the address registered when enrolling.
3. The Operator may cancel suspension of membership eligibility at its discretion. In such case, the Operator may cancel membership eligibility suspension by sending a notice of cancellation by post to the address registered when enrolling.

#### **Article 22 Expelling Members**

1. The Operator may expel a Member at its discretion if a Member corresponds to any of the following:
  - (1) When the Operator or a Lounge Member's reputation has been damaged;
  - (2) When discovered to correspond to an Antisocial Force prescribed in Article 6; or
  - (3) When corresponding to grounds to suspend membership eligibility.
2. In the case of the preceding paragraph, notice of expulsion shall be sent by post to the address registered when enrolling.
3. Expelled Members shall forfeit the right to use the Lounge at the time expelled, and shall lose all rights as a Member.

#### **Article 23 Closing Down**

The Operator may close down the Lounge in whole or in part at its discretion.  
Members shall lose their membership eligibility if the Lounge is closed down.

#### **Article 24 Personal Information**

1. Members' personal information is used only to operate the Lounge. Personal information is also used in inquiries and the like when responding to Members or when registered details are unclear.
2. The Operator may delegate the handling of personal information to the Operator's subcontractor within the scope of the purpose of use provided for in the preceding paragraph. In such case, an agreement to obligate the protection of personal information shall be executed with the subcontractor and the management of delegated personal information shall be subject to necessary and proper supervision.
3. The safety and accuracy of personal information shall be ensured by taking preventative measures relating to unauthorized access to personal information, and the loss, destruction, falsification, leaks, or the like of personal information. Furthermore, if accidents occur, efforts shall be taken to prevent damage spreading and corrective measures shall promptly be taken.