

ROPPONGI HILLS CLUB CLUB BY-LAWS

Chapter 1. NAME AND DOMICILE

Section 1. Name

The Club shall be called "ROPPONGI HILLS CLUB" ("Club").

Section 2. Domicile

The location of the Club shall be at Roppongi Hills Mori Tower, 10-1, Roppongi 6-chome, 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 in order to promote international exchange, information sharing, and mutual friendship among the members, both public and private.

Section 4. Operation and Management

Kabushiki Kaisha Hills Club ("Club Proprietor") shall manage the Club facilities and all other property and assets appurtenant thereto, and appoint a Manager (including an individual or a legal entity, "Manager") to perform organizational operations and all matters to be conducted by the Club under the Club By-laws ("By-laws"). The Club Proprietor may appoint, as advisory bodies, a Board of Advisors or other committees as appropriate.

Chapter 3. RULE AND REGULATIONS

Section 5. Club Rules

1. The Club may establish, and from time to time amend, the rules and regulations to be complied with by all Members and applicants for membership when using the Club and with admission to membership. These rules and regulations shall include the By-laws, the Detailed Rules, and the House Rules of the Club (collectively "the Club Rules").
2. The Club Proprietor may establish, and from time to time amend, any other rules and regulations ("Other Rules") as necessary.
3. The Club shall notify Members whenever the Club Rules or Other Rules are newly established or amended.

Chapter 4. MEMBERSHIP

Section 6. Eligibility

1. Members ("Members") are those individuals of 20 years of age or more or corporations registered in Japan ("Corporations") that have completed the application procedures prescribed by the Detailed Rules.
2. Screening for admission to membership shall be based mainly upon character and the social and economic credibility of the applicant. The final approval for the membership application shall be made by the Club.
3. The Club shall have, for the time being, the following membership classifications:
 - (1) Individual Members;
 - (2) Corporate Members;
 - (3) Life Members;
 - (4) Spousal Members;
 - (5) Honorary Members; and
 - (6) Diplomatic Members.
4. The membership classifications of Section 6.3 shall be defined as follows:
 - (1) Individual Members
Individual Membership is for those individuals of 20 years of age or more, and this membership belongs solely to the individuals.

- (2) Corporate Members

Corporate Membership is for Corporations. Each Corporate Member shall nominate one individual as its nominated member ("Nominated Member"). The Nominated Member has the right to freely use the Club in accordance with the By-laws and Other Rules.

- (3) Life Members

Life Membership is for those individuals of 40 years of age or more, and this membership belongs solely to the individuals.

*Please note that Life Membership is no longer offered.

- (4) Spousal Members

Spousal Membership is for those individuals 20 years of age or more who are the spouses recorded in the family register of Individual Members, Nominated Members of Corporate Members or Life Members. The Spousal Members shall lose their membership as Spousal Members when they lose their status as spouses of Individual Members, Nominated Members of Corporate Members or Life Members.

- (5) Honorary Members

Honorary Membership is for those individuals who are invited by the Club from time to time, at its discretion, from among individuals whose contributions are widely acknowledged in the domestic and international community, for the purpose of promoting the Club.

- (6) Diplomatic Members

Diplomatic Membership is for ambassadors, envoys, or the like of all nationalities living in Japan who are invited by the Club, at its discretion, for the purpose of promoting international friendship and international exchange at the Club.

5. The Club may, from time to time, introduce additional membership classifications other than those defined in Section 6.4. Further, the Club Proprietor may determine, at its discretion, the number of members in each membership classification and any terms and conditions applicable to them.

Section 7. Application Procedure and Admission to Membership

1. Anyone who wishes to obtain membership must be examined in accordance with the Detailed Rules. Any Corporation that wishes to obtain membership as well as its Nominated Member must be examined.
2. The Club shall examine the Club applicants ("Applicants") in accordance with procedures prescribed by the Detailed Rules. The Club may, in its discretion, examine the membership admission qualifications, and may approve or disapprove the Applicants' admission. If the Club disapproves, the reason for disapproval shall not be disclosed.
3. An approved Applicant shall be required to pay the Initiation Fee, Initiation Deposit, and Annual Dues for the first year.
4. 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 a membership package, the Club will acknowledge that the admission is formally accepted. After that, Members can enjoy all rights as Members.

Section 8. Initiation Fee and Initiation Deposit

1. The Initiation Deposit set forth in Subsection 3 of the preceding Section shall be refunded in accordance with the By-laws and the Detailed Rules at the time of withdrawal from membership; however, the Initiation Fee is not refundable under any circumstances.
2. No interest shall accrue on the Initiation Deposit.

Section 9. Membership Card

1. The Club shall deliver a Membership Card to each Member.
2. An affiliated credit card company shall issue a Membership Card as a credit card affiliated with Roppongi Hills Club. Each Membership Card shall indicate necessarily the name of the individual holding the membership (the Nominated Member in case of Corporate Member), and only the Member whose name is indicated on that Membership Card may use the Membership Card.

3. If the Membership Card is lost or damaged, a new Membership Card shall be reissued in accordance with procedures prescribed in the Detailed Rules.
4. When using the Club, Members must present their Membership Cards at the time of check-in.
5. Members shall 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, lost, or any other reasons. However, this shall not apply if a Member notifies the Club of the fact of theft or loss in advance.
6. Members must return the Membership Cards to the Club when:
 - (1) they apply for withdrawal or leave of absence from the Club in accordance with Section 19 or 20 of the By-laws;
 - (2) transfer of Membership is approved pursuant to Section 17 of the By-laws;
 - (3) they are expelled from the Club in accordance with Section 22 of the By-laws;
7. The Membership Card may not be assigned, pledged, or attached with security interests.

Section 10. Rights and Obligations of Members

1. Members shall be entitled to the use of 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 Club Members.
4. Members are obligated to pay the annual dues and the monthly dues as prescribed by the Club in accordance with the Detailed Rules
5. Members are obligated to comply with the Club Rules and Other Rules, and to perform the obligations stipulated therein.

Section 11. Guests

Members may bring non-Members to the Club facilities as their accompanied guests. Guests shall also be requested to use the Club facilities in accordance with the Club Rules and Other Rules. Further, Members shall be fully responsible, jointly and severally with their accompanied guests, for all conduct and all payment obligations (including usage charges) of their accompanied guests in the Club.

Section 12. Change of Nominated Members

1. Corporate Members may freely change their Nominated Members in accordance with the approval procedures prescribed in the Detailed Rules; provided that the Corporate Members pay certain nomination change fee to the Club.
2. If an individual nominated by a Corporate Member is not approved by the Club, the Corporate Member may nominate another individual.
3. If membership of a Nominated Member is suspended or a Nominated Member is expelled in accordance with Section 21 and Section 22 of the By-laws, the relevant Corporate Member may change its nomination in accordance with Subsection 1 of this Section.
4. Corporate Members are responsible, jointly and severally, for all conduct of their Nominated Members. 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. The Corporate Members shall be responsible for performing their obligation to pay the annual dues and the monthly dues that arises while the nomination is being changed.

Chapter 5. MEMBERS' LIABILITIES TO THE CLUB

Section 13. Annual Dues or Monthly Dues

1. The Club may determine and alter the amount, payment method, and the time of payment of the annual dues and monthly dues. In such cases, notices on these matters to Members shall be made in accordance with the procedures set by the Club.
2. Members are obligated to make advance payment of the annual dues or monthly dues prescribed by the Club in accordance with the Detailed Rules.
3. Even if individuals nominated by Corporate Members are not approved by the Club or their Nominated Members remain vacant regardless of cause, they are obligated to make advance payment of the annual dues or monthly dues in lump sum prescribed by the Club in accordance with the Detailed Rules. This shall also apply in cases where the Nominated Members are no longer with the Corporate Members.
4. No annual dues or monthly dues may be set off against the Initiation Deposit or any other debts the Club owes to the Member.
5. Annual dues or monthly dues in cases of suspension of membership shall be handled in accordance with the Detailed Rules.
6. No annual dues or monthly dues may be refunded under any circumstances.

Section 14. Payment for Club Usage

1. Charges for Club usage shall be paid by automatic account transfer by way of the Roppongi Hills Club-Affiliated Card, by invoices, cash, or the Club's designated credit cards. The manner of payment by the Roppongi Hills Club-Affiliated Card shall be as stipulated by an affiliated credit card company. The Club may decline payment by invoices, at its discretion.
2. The calculation of charges for Club usage shall be evidenced by the bills signed by the Members or their accompanied guests at the time of their usage of the Club facilities. The Members shall be responsible for confirming the particulars of the bills and for signing the bills.
3. Regarding Members who chose to pay by invoices, in the event that the payment is not made by the due date and remains outstanding after receiving reminder notices from the Club, the Club shall have the right, under the By-laws and the Detailed Rules, to determine whether to suspend the membership and expel the Member.

Section 15. Members' Liability Arising from Violation of Club Rules and Other Rules

Members (Nominated Members in case of Corporate Members) shall be liable for any loss, damage, or expense to any other Member, the Club, or Club staff, caused by or relating to the violation of any of the Club Rules and Other Rules by the Members or their accompanied guests. The Club shall have the right to claim payment for such liabilities from the Members, and the Members shall be required to make immediate payment of all such liabilities.

Chapter 6. CLUB'S LIABILITIES TO MEMBERS

Section 16. Refund of Initiation Deposit

1. In the event that withdrawal of a Member from the membership is approved by the Club, the Club shall return the Initiation Deposit paid by such Member.
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 a legal representative of such Member makes a claim for the refund of the Initiation Deposit, the Club shall return the Initiation Deposit in accordance with the procedures prescribed in the Detailed Rules upon confirmation that such legal representative or legal successor is legally qualified as such.

3. In the event that the Club is shut down, the Club shall return the Initiation Deposit within 30 days from the date of shut down.
4. The amount of the Initiation Deposit to be refunded in accordance with this Section shall be the amount indicated on the Deposit Certificate of the Initiation Deposit.
5. The Member shall not be entitled to a refund of the Initiation Deposit prescribed in the above subsections unless any and all payments and performance of obligations due to the Club have been completed.
6. The right to receive a refund of the Initiation Deposit may not be assigned, pledged, attached with security interests, or otherwise disposed of at all.

Chapter 7. TRANSFER AND SUCCESSION OF MEMBERSHIP

Section 17. Transfer of Membership

1. The membership rights excluding those of Honorary Members, Diplomatic Members, and Spousal Members may be transferred in accordance with the procedure prescribed under the Detailed Rules and by paying a prescribed fee for the transfer of membership. However, the transferee must fulfill the membership requirements as prescribed in the By-laws and the transferee's admission must be approved by the Club in accordance with the procedure prescribed in the Detailed Rules.
2. In the event of the transfer of the membership, the right to claim for a refund of the Initiation Deposit shall be deemed to transfer to the transferee together with the membership.
3. No Member may transfer his/her membership until all obligations of such Member to the Club, including payments for Club usage charges, annual dues, monthly dues, and the like, are fully discharged.
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 transaction or contract 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 18. Succession of 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 19. Withdrawal from Membership

1. A Member may apply for withdrawal from the membership at any time in accordance with the Detailed Rules. The Club shall accept the Member's application for withdrawal from the membership upon confirming that the Member has paid annual dues and monthly dues and performed any other obligations due to the Club. Upon confirming necessary documents, the Club shall send out a receipt of withdrawal application, which should be processed as the date of the Member's withdrawal from the membership.
2. A Member shall be deemed to have withdrawn from membership if:
 - (1) The Member (excluding Corporate Members) deceases; 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 20. Leave of Absence

1. A Member may request a leave of absence for a maximum period of 5 years for justifiable reasons, such as illness or overseas residency, in accordance with the procedure prescribed in the Detailed Rules and upon the approval of the Club.

2. A Member shall be exempted from payment of the annual dues and the monthly dues during the period of the leave of absence. However, the refund of the annual dues and the monthly dues already paid to the Club or the refund of the same against the leave of absence fee shall not be approved.
3. During the leave of absence, the Member shall lose all rights as a Member and shall not be entitled to use the Club facilities.
4. Leave of Absence may be taken only once during the lifetime of the membership.

Chapter 9. REPRIMAND, SUSPENSION, AND EXPULSION

Section 21. Reprimand and Suspension of Membership

1. If the Club Proprietor determines that one of the following is applicable to a Member, 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 By-laws or Other Rules;
 - (2) The Member has lost social standing by having committed or being suspected to have committed a crime;
 - (3) The Member has lost financial credibility through a petition for bankruptcy or civil rehabilitation, dishonored note, or the like;
 - (4) The Member has annoyed other Members;
 - (5) The Member has damaged the Club's reputation and credit, or disturb the peace at the Club;
 - (6) The Member's whereabouts becomes unknown because of a reason attributable to the Member such as by neglecting to notify his/her address change; or
 - (7) Other than those listed above, the Member behaved in a manner that impaired his/her status as a Member.
2. During the suspension of membership, the Member shall not be entitled to use the Club.
3. In the event of Section 21.1, the suspension may be effected by sending a notice of suspension to the Member through registered mail to the Member's address registered at the Club in accordance with Section 29 of the By-laws.
4. The Club may, at its discretion, cancel the suspension of membership as it deems appropriate. In such event, the notice of the cancellation of the suspension shall be made to the Member.
5. A Member who is being suspended may not transfer the membership.
6. This Section shall also apply to reprimand or suspension of membership of Nominated Members.

Section 22. Expulsion of Member

1. If the Club Proprietor determines that one of the following is applicable to a Member, the Club Proprietor may, at its discretion, expel the Member from the Club upon obtaining approval of the Club without indicating any reasons:
 - (1) The Member has or is suspected to have violated the By-laws or Other Rules;
 - (2) The Member has lost social standing by having committed or being suspected to have committed a crime;
 - (3) The Member has lost financial credibility through a petition for bankruptcy or civil rehabilitation, dishonored note, or the like;
 - (4) The Member has caused significant annoyance to other Members;
 - (5) The Member has significantly damaged the Club's reputation and credit, or significantly disturb the peace at the Club;
 - (6) The Member's whereabouts becomes unknown because of a reason attributable to the Member such as by neglecting to notify his/her address change; or
 - (7) Other than those listed above, the Member behaved in a manner that significantly impaired his/her status as a Member.

2. In the event of Section 22.1, the expulsion may be effected by sending a notice of expulsion to the Member through registered mail to the Member's address registered at the Club in accordance with Section 29 of the By-laws.
3. A Member expelled from the membership 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. The expelled Member may not transfer the membership.
5. This Section shall also apply to expulsion of Nominated Members.

Chapter 10 BOARD OF ADVISORS AND COMMITTEES

Section 23. Board of Advisors

1. The Club may appoint a Board of Advisors comprised 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 Club may appoint a Chairperson, a Vice Chairperson, and an Executive Director of the Board. The terms for Chairperson, Vice Chairperson, Executive Director, and Advisors of the Board shall be 2 years. However, they 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 Board member 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 or civil rehabilitation; 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 Board 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 of the Club for the purpose of promoting the Club.

Section 24. 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. Each member of the 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 of the club for the purpose of promoting the Club.

Section 25. Authority of the Board and the Committees

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

Chapter 11. EXCLUSION OF LIABILITY

Section 26. Exclusion of Liability

Members and their accompanied guests shall enter and use the Club facilities at their own risk, and the Club, 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 accompanied guests or their possessions while on the Club premises, or attending the Club's hosted activities outside the Club premises, except when such damage is attributable to the Club.

Chapter 12. MISCELLANEOUS

Section 27. Manager

The Manager shall be responsible for the execution of all matters as contained in the By-laws.

Section 28. Business Relations among Members and between the Club and Members

The Club shall neither allow any Members, including any Board member, 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 its employees 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 29. Notices

1. Each Member shall register with the Club an address to which any notice, invoice, and other communication described in the Club Rules or Other Rules may be sent, and shall immediately notify the Club of any change to such registered address in accordance with the Detailed Rules.
2. Any notices, invoices, and other documents to be sent to Members shall be sent to the registered addresses.

Section 30. 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 31. Holidays and other periods of closure

The Club may be closed for a certain period of time in summer and the year-end and New Year holidays. In such event, the Club shall notify the Members.

Section 32. Privacy Policies

The Club's privacy policies shall be in accordance with the Rules on Privacy Policy.

Effective Date: February 1, 2003
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