

Terms of Use of Fitness Facilities and Services for Mitsui Office Tenants [for individuals]

These Terms of Use specify the operational rules as well as the terms and conditions necessary for Mitsui Fudosan Co., Ltd. and Mitsui Fudosan Building Management Co., Ltd. (collectively, “Mitsui Fudosan”) and the Facility Operator (defined below) to provide officers, employees and other staff of corporations occupying any office building provided by Mitsui Fudosan Co., Ltd. (“Mitsui’s Office”) as a corporate tenant (collectively, “Corporate Tenants,” including any other corporations approved by Mitsui Fudosan) with services at the fitness facilities for tenants described in the “List of Facilities for Use” attached hereto as Exhibit 1, which are operated by Mitsui Fudosan (collectively, “Facilities,” including fixtures, fittings and equipment as well as services provided at the Facilities) and for users of the Facilities to use the Facilities.

Article 1. Definitions

For purposes of these Terms of Use, each of the following terms has the meaning assigned to it:

- (1) “Members” Officers or employees of the Corporate Tenants who make membership registration by the method designated by Mitsui Fudosan before using the Facilities.
- (2) “Guests” Persons other than the Members, who are accompanied by the Members to use the Facilities.
- (3) “Members and Guests” Collectively means the Members and the Guests.
- (4) “Facility Operator” Individually or collectively means Mitsui Fudosan and any service provider appointed by Mitsui Fudosan to perform the Services.
- (5) “Services” Services to operate and manage the Facilities.

Article 2. Facilities

1. The Facilities will be as described in the “List of Facilities for Use” attached hereto as Exhibit 1. The Members and Guests may use the Facilities for the purposes of use of each of the Facilities described in the “List of Facilities for Use” attached hereto as Exhibit 1 in accordance with these Terms of Use and any other regulations and guidelines separately established by the Facility Operator (collectively these “Terms of Use and Other Provisions”).
2. Notwithstanding Article 2.1, Mitsui Fudosan may change all or part of the details of the Facilities to the extent that such change

is made under the terms and by the method specified in Article 22.

Article 3. Nature of Terms and Use and Other Provisions

1. The Members and Guests must comply with these Terms of Use and Other Provisions when using the Facilities.
2. If the Members and Guests breach these Terms of Use and Other Provisions, Mitsui Fudosan and the Facility Operator will not be responsible or liable for any loss or damage arising from such breach unless it is caused by the willful misconduct or negligence of Mitsui Fudosan or the Facility Operator, and the breaching Members and Guests will assume any and all liabilities for such loss or damage.

Article 4. Membership Registration

1. Before using the Facilities, officers or employees of the Corporate Tenants must agree to these Terms of Use and make membership registration by the method designated by Mitsui Fudosan. Persons who are eligible for membership registration will be limited to the officers or employees of the Corporate Tenants, who work at Mitsui’s Office (however, if a separate agreement is made between Mitsui Fudosan and the Corporate Tenants, such agreement will prevail). Any person younger than 18 years of age, person whose membership has been removed pursuant to Article 8 and person who is an Anti-social Force defined in Article 23 may not make membership registration.
2. When using the Facilities, the Members may choose and subscribe to any of the monthly plans described in the “Monthly Plans and Usage Fees” attached hereto as Exhibit 2 (collectively “Monthly Plans,” including the “Fitness Monthly Plans” and “Other Monthly Plans” specified in Article 6) by the method designated by Mitsui Fudosan.
3. Mitsui Fudosan and the Members and Guests acknowledge and agree that the use of the Facilities by the Members and Guests is not a lease and does not create a leasehold interest and that the Act on Land and Building Leases of Japan will not apply to these Terms of Use and Other Provisions.

Article 5. Monthly Plans and Usage Fees

1. The Members will, if they subscribe to any Monthly Plan, pay the usage fee for the Monthly Plan and other fees described in the “Monthly Plans and Usage Fees” attached hereto as Exhibit 2 as well as Other Service Fees and Details specified in Article 10 (collectively, “Usage and Service Fees”) on or before

the payment due date and by the method designated by Mitsui Fudosan.

2. Mitsui Fudosan will not refund the Usage and Service Fees paid by the Members unless otherwise specified in these Terms of Use.
3. Consumption taxes (i.e., national and local consumption taxes) imposed on the Usage and Service Fees will be borne by the Members who pay such Usage and Service Fees. For the avoidance of doubt, if the consumption tax rate is revised due to amendment of the Consumption Tax Act or other reasons, the Members will bear the consumption taxes imposed on the Usage and Service Fees for the period on and after the date of application of the revised tax rate by the method separately specified by Mitsui Fudosan in accordance with the amended Consumption Tax Act.
4. Mitsui Fudosan may revise the Usage and Service Fees which are described as the fees for the Monthly Plans and other fees in the “Monthly Plans and Usage Fees” attached hereto as Exhibit 2, to the extent that such revision is made under the terms and by the method specified in Article 22.
5. The cancellation policy applicable to the use of the Facilities will be as described in the “Cancel Policy” attached hereto as Exhibit 3.

Article 6. Term of Membership, Subscription to and Withdrawal from Monthly Plans

1. The initial term of membership will commence on the date on which membership registration is completed pursuant to Article 4.1 and end on the last day of the month in which such date of membership registration occurs, and any succeeding term of membership will commence on the first day and end on the last day of each month. The term of membership will be automatically extended for successive periods of one (1) month each from the date of expiration of the initial or any extended term until the procedures for cancelling membership registration specified in article 6.2 are completed unless otherwise specified in these Terms of Use.
2. If the Members desire to cancel the membership registration, they can do so at any time by the method designated by Mitsui Fudosan. However, if a Member cancelling the membership registration is subscribing to any Monthly Plan, such Member may cancel the registration only after withdrawing from such subscription. If a Member cancels its membership registration,

- it will lose its rights to use the Facilities associated with its status as a Member as well as any and all other rights associated with the status as such on the date of cancellation of the registration. If there is any outstanding amount of the Usage and Service Fees payable by the Member cancelling the membership registration at the time of such cancellation, the obligation to pay such Usage and Service Fees will survive the cancellation of the membership registration and remain in full force and effect.
3. If the Members subscribe to any Monthly Plan, the initial term of the Monthly Plan will commence on the date of completion of the subscription procedures under Article 4.2 (“Subscription Date”) and end on the last day in which the Subscription Date occurs, and any succeeding term of the Monthly Plan will commence on the first day and end on the last day of each month. The term of the Monthly Plan will be automatically extended for successive periods of one (1) month each until the procedures for withdrawing from the subscription of the Monthly Plan are completed pursuant to Article 6.6 unless otherwise specified in these Terms of Use.
 4. If the Members subscribe to any of the fitness monthly plans described in the “Monthly Plans and Usage Fees” attached hereto as Exhibit 2 (“Fitness Monthly Plan”), the usage fee for the Fitness Monthly Plan for any month in which the Subscription Date for the Fitness Monthly Plan occurs will be calculated depending on either the Subscription Date of the Members specified below. However, when the Members subscribe to the Fitness Monthly Plan for the first time, the usage fee for the Fitness Monthly Plan for the month in which the Subscription Date occurs will be waived regardless of the Subscription Date, and the Members will pay the usage fee for the Fitness Monthly Month starting from the following month.
When the Subscription Date occurs from the 1st to 15th day of the month:
One hundred percent (100%) of the usage fee for the Fitness Monthly Plan for one (1) month
When the Subscription Date occurs from the 16th to the last day of the month:
Fifty percent (50%) of the usage fee for the Fitness Monthly Plan for one (1) month
 5. If the Members subscribe to any other monthly plans described in the “Monthly Plans and Usage Fees” attached hereto as

Exhibit 2 (“Other Monthly Plan”), the Members will pay one hundred percent (100%) of the usage fee for such Other Monthly Plan for one (1) month regardless of the Subscription Date for such Other Monthly Plan.

6. If the Members desire to withdraw from the subscription of any Monthly Plan, they may, to the extent that they complete the procedures designated by Mitsui Fudosan on or before the last day of the month (during the business hours of the Facilities) immediately preceding the month in which they desire to withdraw from the subscription (“Preferred Month of Withdrawal”), withdraw from the subscription of the Monthly Plan on the last day of the Preferred Month of Withdrawal. The Members may not withdraw from the subscription of any Monthly Plan in the middle of any subscription month.
7. Upon withdrawal from the subscription of any Monthly Plan, the Members will lose the right to use the Facilities and any and all other rights associated with their status as subscribers of the Monthly Plan on the date of withdrawal from the subscription (except for any right to use the Facilities based on reservations already made at the time of the withdrawal). If there is any outstanding amount of the usage fee for the withdrawn subscription of the Monthly Plan or other Usage and Service Fees payable by the Members withdrawing from the subscription at the time of such withdrawal, the obligation to pay such usage fee for the Monthly Plan and other Usage and Service Fees will survive the withdrawal from the subscription and remain in full force and effect.
8. If the Members fail to pay the usage fee for any Monthly Plan, among other Usage and Service Fees, on or before the payment due date specified by Mitsui Fudosan, Mitsui Fudosan may require the Members to withdraw from the subscription of the Monthly Plan on the last day of the month immediately preceding the month for which such unpaid usage fee for the Monthly Plan apply, and the Members will not raise any objection to such withdrawal.
9. If the Members apply to use contract lockers, they will comply with the “Terms of Use for Lockers” attached hereto as Exhibit 4 in addition to these Terms of Use and Other Provisions.

Article 6-2. Method of Payment and Other Terms of Monthly Plans

Upon subscription to any Monthly Plan, the Members agree to the following provisions:

- (1) The Members will pay the usage fee for the Monthly Plan,

among other Usage and Service Fees, with any credit card designated by the Members at the time of subscription to the Monthly Plan (“Designated Card”) under the terms and conditions of the issuer of the Designated Card;

- (2) The Members will provide the payment service provider designated by Mitsui Fudosan (“Payment Service Provider”) with the card number and other information on the Designated Card for the purpose of using the Designated Card for payment of the usage fee for the Monthly Plan;
- (3) Mitsui Fudosan will manage and retain the member information described in the “Personal Information Protection Policy” specified in Article 20 and the “Handling Personal Information at Membership Fitness Facilities for Mitsui Office Tenants” attached hereto as Exhibit 5 and will not retain information on the Designated Card by itself (such information will be retained by the Payment Service Provider); and
- (4) The Members will follow the procedures to change the Designated Card at the Facilities without delay if the number or expiration date of the Designated Card changes.

Article 7. Support of Affiliate Company

1. Notwithstanding Articles 5 and 6, the Members will be able to receive, at the option of the Corporate Tenant to which they belong (“Affiliate Company”): (i) a discount on all of part of the usage fees for the Monthly Plans and other fees as a support offered by the Affiliate Company; or (ii) any other discount on the Usage and Service Fees subject to agreement between Mitsui Fudosan and the Affiliate Company (collectively, “Corporate Plan”). The Members can receive such discount offered by the Corporate Plan by subscribing to the Corporate Plan by the method specified by Mitsui Fudosan.
2. If the Affiliate Company discontinues its Corporate Plan, the Members will automatically withdraw from their Monthly Plan which have been supported by the discontinued Corporate Plan on the date of discontinuation of the Corporate Plan, regardless of the status of subscription of the Monthly Plan before the commencement of such Affiliate Company’s Corporate Plan, and the Members agree to such withdrawal in advance. Upon such withdrawal, Mitsui Fudosan will handle the right of the Members to use the Facilities which is dependent on their status as subscribers to the Corporate Plan and any other rights of the Members associated with their status as subscribers to the Corporate Plan by applying Article

6.7 specifying the withdrawal from the Monthly Plans *mutatis mutandis* to such withdrawal.

Article 8. Removal from Membership by Mitsui Fudosan

Mitsui Fudosan may, unless otherwise approved by Mitsui Fudosan, cancel any reservation for the Facilities, restrict the use of the Facilities, remove from the membership or take other measures without notice demanding cure if the Members:

- (1) breach these Terms of Use and Other Provisions;
- (2) fail to pay on time, delay in paying or otherwise fail to pay the Usage and Service Fees;
- (3) provide the Facility Operator with false information upon membership registration or renewal of registered information;
- (4) become subject to any petition for commencement of bankruptcy or civil rehabilitation (“*minji-saisei*”) proceedings, or any draft issued by the Members is dishonored, whereby the credit standing of the Members deteriorates;
- (5) breach Article 23;
- (6) perform any of the prohibited acts specified in Article 14; or
- (7) otherwise perform any act that is similar to any of the acts listed in (1) to (6) of this Article 8.

Article 9. Loss of Membership Status

1. If any of the following events occurs, the Members will lose their membership status on the date specified in the parenthesis, and their membership registration will be cancelled regardless of whether or not they are subscribing to any Monthly Plan. For the avoidance of doubt, at the same time as the Members lose their membership status: (i) the Members will withdraw from the subscription of the Monthly Plans if they are subscribing to any Monthly Plan; and (i) any and all rights related to the use of the Facilities including the right to reserve the Facilities will extinguish.
- (1) The Members cancel their membership registration by themselves pursuant to Article 6.2 (date of cancellation of such registration by the Members);
- (2) Mitsui Fudosan removes the Members from the membership pursuant to Article 8 (date of removal from membership by Mitsui Fudosan);
- (3) The Members lose their status as officers or employees of the Affiliate Company (date of loss of such status);
- (4) It becomes clear between the Affiliate Company and Mitsui Fudosan that all lease agreements of the Affiliate Company for Mitsui’s Office (or any agreements otherwise approved by

Mitsui Fudosan) expire or terminate (except when such lease agreements are renewed or new lease agreements are executed), and Mitsui Fudosan follows the procedures designated by Mitsui Fudosan (date on which Mitsui Fudosan follows the procedures to cancel the membership registration on and after the end of the month immediately preceding the month in which the date of expiration or termination of the last to expire or terminate of those lease agreements occurs);

- (5) The Members die (date of death);
- (6) The Facilities are discontinued (date of discontinuation); or
- (7) Five (5) years elapse from the most recent date on which the Members use the Facilities (except when the Members are subscribing to any Monthly Plan) (date on which Mitsui Fudosan follows the procedures to cancel the membership registration on or after the last day of the month in which the day following the lapse of five (5) years occurs).
2. If the Members lose the membership status, the usage fees for the Monthly Plans, among other Usage and Service Fees, payable by them will accrue until the end of the month in which the date of loss of the membership status occurs. If there is any outstanding amount of the Usage and Service Fees payable by the Members, the obligation to pay such Usage and Service Fees will survive the loss of membership and remain in full force and effect.
3. Notwithstanding Article 9.2, if the Members fail to notify Mitsui Fudosan of the occurrence of the event listed in (3) or (5) of Article 9.1, Mitsui Fudosan may not be able to be aware of such event and may continue to charge the Members for the Usage and Service Fees even after they lose the membership status. However, if the Members losing the membership status (in the event of the loss of status specified in (3) of Article 9.1) or any heir of the Members or other person similar thereto (in the event of the death specified in (5) of Article 9.1) gives notification to Mitsui Fudosan by the method specified by Mitsui Fudosan, Mitsui Fudosan will refund the Usage and Service Fees retroactively for up to the most recent three (3) months from the date of the notification by the method separately specified. For the avoidance of doubt, no interest will accrue on the refund.

Article 10. Other Service Fees and Details of Other Services

1. The fees for rental lockers and other rental items at the Facilities, among other Usage and Service Fees, and the details

of other services (collectively, “Other Service Fees and Details”) will be as described in the “Monthly Plans and Usage Fees” attached hereto as Exhibit 2, as posted on the website of the Facilities or as indicated in written notice posted in the Facilities.

2. Notwithstanding Article 10.1, Mitsui Fudosan may change Other Service Fees and Details, among other Usage and Service Fees, to the extent that such change is made under the terms and by the method specified in Article 22.
3. The Members and Guests understand that the service provider appointed by Mitsui Fudosan to perform all or part of the Services pursuant to Article 12 will provide each service at the Facilities at its own risk and on its account and agree in advance that Mitsui Fudosan will not be responsible or liable for such service.

Article 11. Obligations of Members

1. Only the Members may use the Facilities in accordance with these Terms of Use and Other Provisions. In no event may the Members assign, cause to be inherited or lend their membership or other status, rights or obligations under these Terms of Use and Other Provisions to others or provide them as security. Only the Members themselves may use their registered member information and rights. Lending or copying such member information or rights will be prohibited. If the Members are aware of any suspected or potential use of their membership status by any third party, they will promptly notify Mitsui Fudosan and follow the instructions of Mitsui Fudosan.
2. Notwithstanding Article 11.1, the Members may, to the extent separately approved by Mitsui Fudosan, allow the Guests accompanied by the Members, not to exceed the number designated by Mitsui Fudosan, to enter and leave any space separately approved by Mitsui Fudosan in the Facilities. The Guests may use only such space in accordance with these Terms of Use and Other Provisions.
3. The Members and Guests must follow the procedures for entering and leaving the Facilities by the method specified by the Facility Operator at the entrance and exit of the Facilities.
4. The Members and Guests may use the accompanying equipment of the Facilities (“Accompanying Equipment”) in accordance with these Terms of Use and Other Provisions.
5. In no event may the Members and Guests claim any right such

- as the title to and ownership of, or leasehold interest in the Facilities or the Accompanying Equipment, and the Members and Guests may not move or otherwise change the original state of the Accompanying Equipment.
6. The Members and Guests will be responsible for the management of the personal properties owned or retained by them (“Personal Items”) at the Facilities. The Facility Operator will not be responsible or liable for any loss, theft, destruction, contamination or other damage that occurs to the Personal Items of the Members and Guests, unless such damage is attributable to the Facility Operator.
 7. When using the Facilities, the Members will present to the Facility Operator their identification documents designated by Mitsui Fudosan, documents certifying the eligibility to use the Facilities and other documents at the time of first use of the Facilities and thereafter approximately annually. Furthermore, the Members and Guests will, if requested by the Facility Operator to present their identification documents, employee ID cards, admission cards or other documents, comply with such request. The Guests will present documents equivalent to the identification documents to the Facility Operator as requested by the Facility Operator when using the Facilities.
 8. The Members and Guests may eat, have meetings, use phones, do exercises and take breaks only in the areas designated by the Facility Operator in each of the Facilities. Restricted acts and areas designated by the Facility Operator will be notified by electromagnetic means or by posting on the website of the Facilities or posting written notice in the Facilities.
 9. If there is any change or error in the information registered at the time of membership registration (including when the Members are no longer officers or employees of the Affiliate Company), the Members will promptly follow the procedures to change such information by the method specified by Mitsui Fudosan. The Members will follow the same procedures whenever such change or error occurs.
 10. The Facility Operator will give notification to the Members by email or on the member website based on the registered information of the Members. Such notification will take effect at the time when it is displayed or sent by the Facility Operator. The Members agree in advance that the Facility Operator will not be responsible or liable for any undelivered email, missed information or other damage that occurs at the time or after

the notification is given.

Article 12. Facility Operator

The Services will be performed by Mitsui Fudosan. However, Mitsui Fudosan may appoint any person deemed appropriate by Mitsui Fudosan to perform all or part of the Services.

Article 13. Available Hours

1. The business hours and regular holidays of the Facilities will be as described in the “List of Facilities for Use” attached hereto as Exhibit 1.
2. Notwithstanding Article 13.1, Mitsui Fudosan may change the business hours or regular holidays, set a temporary closure or shorten business hours to the extent that such change is made under the terms and by the method specified in Article 22.

Article 14. Prohibitions

The Facility Operator will prohibit the Members and Guests from engaging in any of the following acts or acts similar thereto:

- (1) To enter prohibited areas in any building in which the Facilities are located (“Building”);
- (2) To enter or use the Facilities outside of business hours;
- (3) To cause any third party other than the Members to pretend to be a Member and cause such third party to enter or use the Facilities;
- (4) To create any sound, vibration, odor or other nuisance that disturbs other users of the Facilities or the Building or any third party;
- (5) To hold a spot or otherwise occupy desks, chairs, machines or break rooms in the Facilities for a long time by placing the Personal Items;
- (6) To eat, drink or smoke in any area other than the designated areas in the Facilities or the Building;
- (7) To use the Facilities for lodging;
- (8) To bring or raise animals in the Building except for guide dogs, hearing dogs and service dogs;
- (9) To display signboards, posters or other advertising materials in the aisles, stairs, hallways or outer walls of the Building without prior written approval of the Facility Operator;
- (10) To sell products, repair goods or engage in other transactions involving payment and receipt of money or to perform marketing activities including solicitation, religious activities or political activities in the Facilities or by using the address or building name of the Facilities, or to continuously use the Facilities as an office;

- (11) To use or bring fire or other ignition sources in the Building;
- (12) To wear clothes which annoy other users of the Facilities when using the Facilities;
- (13) To enter or use the Facilities while being infected with any contagious disease or other disease that is transmittable or contagious to others;
- (14) To dump or leave cigarette ends, paper scraps, garbage or other wastes in any area other than the areas designated by the Facility Operator;
- (15) To bring knives or other dangerous objects into the Facilities;
- (16) To take photographs, film videos, or record audio or videos in the Facilities without permission;
- (17) To damage or remove the Accompanying Equipment of the Facilities or other items managed by the Facility Operator;
- (18) To scribble or install fixtures and fittings in the Facilities;
- (19) To place an employee of the Facilities under restraint by having a meeting with such employee or by phone or other means without justifiable reasons or otherwise interfere with the job duties of such employee;
- (20) To engage in any criminal act or other act that violates the laws and regulations in the Building;
- (21) To engage in any act that is contrary to the public policy;
- (22) To engage in any act that bothers Mitsui Fudosan or other users of the Facilities or disturbs other users of the Facilities by using extremely aggressive or violent words or behavior or showing power;
- (23) To cause any damage to the Facilities by willful misconduct or negligence; and
- (24) To engage in any other inappropriate act that is similar to any of the acts listed in (1) to (23) of this Article 14.

Article 15. Holding of Events

1. When the Facility Operator or any person approved by the Facility Operator holds events, seminars or other activities (collectively, “Events”) in all or part of the Facilities or space designated by the Facility Operator, the Facility Operator may temporarily restrict the use of the Facilities by the Members and Guests to prepare for or hold the Events, and the Members and Guests agree to such restriction without objection.
2. Notice on the restriction specified in Article 15.1 will be given by way of posting on the website of the Facilities or posting written notice in the Facilities.

Article 16. Entry into Facilities

1. The Facility Operator may cause any person designated by the Facility Operator to enter the Facilities without approval of the Members and Guests if it is necessary to examine the usage of the Facilities, hold the Events or take measures for the management of the Building such as maintenance, sanitation and crime prevention of the Facilities, and the Members and Guests agree to such entry in advance.
2. The Facility Operator may enter the Facilities while the Members and Guests are using the Facilities to conduct interviews, take photographs or film videos for activities to advertise the Facilities, and the Members and Guests agree to such entry in advance.
3. Even if the Personal Items of the Members and Guests are lost or damaged as a result of the entry under Articles 16.1 and 16.2, the Facility Operator will not be responsible or liable for such loss or damage unless it is attributable to the Facility Operator.

Article 17. Security Cameras

The Facility Operator and the Members and Guests agree in advance to each of the following provisions regarding security cameras:

- (1) Security cameras are installed in the Facilities for security purposes;
- (2) Images captured by security cameras ("Camera Data") will be stored in the server of the Facility Operator for a specified period;
- (3) The Members and Guests may not refuse the monitoring or filming through the security cameras, storage of the Camera Data, or use or taking out of the Camera Data for the limited purposes listed in (4) of this Article 17;
- (4) The Facility Operator may disclose the Camera Data to any third party for the purposes of detect any breach of these Terms of Use and Other Provision, analyzing the usage of the Facilities, checking for theft, fire or other abnormalities, and cooperating with the police and other law enforcement agencies in conducting crime investigations, provided that the Facility Operator will not take out or use the Camera Data for any other purpose; and
- (5) The Facility Operator will obtain the approval of the Members and Guests in advance to use the Camera Data for any purpose other than the purposes listed in (4) of this Article 17.

Article 18. Management of Personal Items

1. Any and all rights in or to the Personal Items left unattended

in the Facilities ("Left Items") will be deemed to have been waived by their owners. If the Facility Operator is of the opinion that the Left Items disturb other users and guests of the Facilities, the Facility Operator will move such Left Items to another location, retain them for the period specified by the Facility Operator, and thereafter deliver valuables to the nearest police station and dispose of other items.

2. Notwithstanding Article 18.1, the Facility Operator will immediately dispose of any food and drink, or magazines that are left unattended and considered as the Left Items.
3. The Members and Guests agree to the disposition specified in Articles 18.1 and 18.2 without objection.

Article 19. Duty of Care of Good Manager

The Members and Guests will not engage in any act that disturbs other users and guests of the Facilities or any third party and will use the Facilities and common area of the Building with the duty of care of a good manager in accordance with these Terms of Use and Other Provisions.

Article 20. Protection of Personal Information

1. Mitsui Fudosan will handle any personal information retained by Mitsui Fudosan in accordance with the Personal Information Protection Policy posted on the Mitsui Fudosan's website and the "Handling Personal Information at Membership Fitness Facilities for Mitsui Office Tenants" attached hereto as Exhibit 5 (collectively, "Personal Information Protection Policies") (any matter not specified in these Terms of Use will be subject to the Personal Information Protection Policies). The Members and Guests agree in advance that the Personal Information Protection Policies may be updated and revised from time to time.
2. The Members and Guests warrant that any personal information provided by them to Mitsui Fudosan as well as other information provided upon membership registration or after change of information are accurate. Even if the information provided by the Members and Guests is inaccurate, whereby the Members and Guests or any third party incurs any damage, Mitsui Fudosan will not be responsible or liable for such damage unless it is attributable to Mitsui Fudosan.
3. Mitsui Fudosan will use the collected personal information for the following purposes: (1) to operate and manage the Facilities and to manage the Members; (2) to provide information on service and events by sending email newsletters or emails; (3)

to conduct user analysis and marketing activities for improving the service of the Facilities; (4) to develop and improve the main products in the product planning of other facilities operated by Mitsui Fudosan, and to conduct user analysis and marketing activities for developing products of other facilities managed and planned by Mitsui Fudosan; (5) to respond to inquiries about the Facilities from the Members; (6) to contact the Members in the event of emergencies including when the Facility Operator finds that any event that needs to be urgently notified to the Members occurs; and (7) to perform services incidental to any of the purposes listed in (1) to (6) of this Article 20. 3.

4. Mitsui Fudosan may disclose or provide personal information collected by Mitsui Fudosan to any business partner involving in the Facilities, the Affiliate Company of the Members or any other third party in accordance with the provisions of the laws and regulations and to the extent necessary to achieve the purposes of use specified in Article 20.3 and the purposes of use described in the "Handling Personal Information at Membership Fitness Facilities for Mitsui Office Tenants" attached hereto as Exhibit 5.
5. Mitsui Fudosan may appoint any third party to perform all or part of the services for handling personal information to provide service at the Facilities. Upon appointment of such third party, Mitsui Fudosan will be responsible and liable for supervising its contractor in handling personal information.
6. The Members and Guests agree in advance that their personal information will be disclosed and provided pursuant to each of the provisions of Articles 20.4 and 20.5.

Article 21. Confidential Information

1. For purposes of these Terms of Use, the "Confidential Information" means any and all information that the Members and Guests desire to maintain in confidence as well as any technical, business and other information on the Corporate Tenants and other users of the Facilities, tangible and intangible, that come to the knowledge of the Members and Guests during the period of use of the Facilities. However, the Confidential Information does not include any information that can be proved to be any information that is:
 - (1) already publicly known at the time when such information comes to the knowledge of the Members and Guests or that subsequently becomes publicly known through no fault of the

Members and Guests:

- (2) legitimately obtained by the Members and Guests from any third party without obligation of confidentiality;
 - (3) already in the possession of the Members and Guests at the time when it comes to the knowledge of the Members and Guests; or
 - (4) independently developed by the Members and Guests without reference to any Confidential Information that comes to the knowledge of the Members and Guests.
2. The Facilities are facilities used by an unspecified number of people, and the Members and Guests will be responsible for the management of the Confidential Information by themselves. The Facility Operator will not be responsible or liable for any disclosure or leak of the Confidential Information of the Members and Guests unless it is attributable to the Facility Operator.
 3. The Members and Guests will maintain any Confidential Information that comes to their knowledge in strict confidence with the duty of care of a good manager and will not disclose or leak to any third party, or publish or use such information on social media, their websites or blogs or otherwise on the Internet or by any means without approval of the person concerned. The Facility Operator will not be responsible or liable for any matter arising from any breach of the provisions of this Article 21.3 by the Members and Guests unless it is attributable to the Facility Operator.

Article 22. Amendment of Terms of Use and Other Provisions

1. If Mitsui Fudosan finds it necessary for the operation and management of the Facilities or considers that there are other justifiable reasons, or in order to respond to amendment of the laws and regulations, issuance of an administrative guidance, or any change to social or economic circumstances, Mitsui Fudosan may make changes to the details of the Facilities, the Monthly Plans, the Usage and Service Fees, business hours, regular holidays or details of services provided at the Facilities or member categories, restrict the use of the Facilities, discontinue services provided at the Facilities, close the Facilities and otherwise amend these Terms of Use and Other Provisions (including Exhibits) or add new provisions by giving notice by electromagnetic means, in writing or by way of posting on the website of the Facilities or posting written notice in the Facilities subject to a notification period commensurate

with the content of the amendment or the new provisions (in the event of amendment or addition of particularly important provisions, at least three (3) months prior to such amendment or addition), and the Members and Guests agree thereto in advance without objection. For the avoidance of doubt, no replacement of these Terms of Use will be provided even after such amendment.

Article 23. Exclusion of Anti-social Forces

1. Each of the Members and Guests represents and warrants to Mitsui Fudosan that:
 - (1) neither it nor any officers of a company or entity to which it belongs (which means executive members, directors, executive officers or persons similar thereto) is an organized crime group, company affiliated with an organized crime group, corporate racketeer (“*sokaiya*”) or any person similar thereto, or a member thereof (collectively, “Anti-social Forces”); and that
 - (2) it does not cause or allow the Anti-social Forces to use its name to agree to these Terms of Use.
2. When using the Facilities, the Members and Guests will not allow the Anti-social Forces to use the Facilities as an office or any other base of operations of the Anti-social Forces. Furthermore, the Members and Guests will not cause or allow any member of or person affiliated with the Anti-social Forces to enter the Facilities or otherwise cause the Anti-social Forces to occupy all or part of &BIZ conference.
3. If the Members and Guests breach Article 23.1 or 23.2, Mitsui Fudosan may require them to discontinue using the Facilities without notice demanding cure by giving notice by phone, in writing or by electromagnetic means.

Article 24. Liability for Damages

If the Members and Guests cause any damage to the Facilities, the Facility Operator, other members and guests of the Facilities or any third party in or around the Facilities willfully or negligently, the Members and Guests will promptly notify Mitsui Fudosan and the relevant Facility Operator to that effect. Furthermore, the Members and Guests will immediately compensate for the damage at their own risk and on their own account as claimed by Mitsui Fudosan or the relevant Facility Operator. If any claim for damages or other claim is filed by any person other than Mitsui Fudosan or the relevant Facility Operator, the Members and Guests will respond to such claim in

good faith and be responsible and liable for resolving such claim, and the Members and Guests will indemnify and hold Mitsui Fudosan and the relevant Facility Operator harmless from and against any and all such claims, liabilities and other costs.

Article 25. Indemnity

Mitsui Fudosan and the Facility Operator will not be responsible or liable for any of the following damage incurred by the Members and Guests unless it is caused by the willful misconduct or negligence of Mitsui Fudosan or the Facility Operator:

- (1) damage caused by earthquakes, floods or other natural disasters, fire, riots, terrorism or thefts, malfunction, destruction or failure of IT infrastructure or other telecommunications equipment or other similar equipment, any damage or information confusion or leak resulting from an accident, spread of infectious disease or other events beyond the control of Mitsui Fudosan or the Facility Operator;
- (2) damage caused by other members or guests of the Facilities or any other third party; or
- (3) damage caused by maintenance work, repair or change necessary for the maintenance and preservation of fixtures, fittings and equipment of the Facilities.

Article 26. Discontinuation of Use Due to *Force Majeure*

1. If the Members and Guests cannot use the Facilities for the purposes of the Facilities due to acts of God or other events not attributable to Mitsui Fudosan, the Facility Operator or the Members and Guests, any reservation for the Facilities will be automatically cancelled and the use of the Facilities will be automatically discontinued.
2. In the event of the cancellation or discontinuation specified in Article 26.1, Mitsui Fudosan will not refund the Usage and Service Fees paid by the Members and Guests and will not compensate for any other damage caused as a result of suspension of use of the Facilities. However, if the use of the entire area of each of the Facilities is suspended for more than ten (10) business days in the affected month, Mitsui Fudosan will refund the usage fees for the Monthly Plans paid by the Members for such month.
3. In the event of the cancellation or discontinuation specified in Article 26.1, the Members and Guests may not claim against Mitsui Fudosan or the Facility Operator for damages or make any other claim. Furthermore, the Members and Guests will settle or resolve any dispute that arises between the Members

and Guests on one hand and other members or guests of the Facilities or any third party on the other hand at their own risk and on their own account and indemnify and hold Mitsui Fudosan and the Facility Operator harmless from and against any and all claims, liabilities or other costs, or any economic burden.

4. Mitsui Fudosan may discontinue the Facilities if all or part of the Facilities is lost or damaged due to acts of God or other events not attributable to Mitsui Fudosan, the Facility Operator or the Members and Guests, whereby the achievement of the purposes of use of the Facilities becomes impossible. In the event of the discontinuance of the Facilities, the Members will lose their membership status pursuant to Article 9. For the avoidance of doubt, Mitsui Fudosan and the Facility Operator or the Members and Guests will not be responsible or liable for any damage incurred by the other party as a result of the discontinuation of the Facilities.

Article 27. Jurisdiction

Mitsui Fudosan and the Members and Guests agree that the Tokyo District Court of Japan will have exclusive jurisdiction over any dispute that arises out of or in connection with these Terms of Use and Other Provisions for the first instance.

Article 28. Governing Law

These Terms of Use and Other Provisions will be governed by the laws of Japan.

Article 29. Principles of Good Faith and Fair Dealing

Any matter not specified in these Terms of Use and Other Provisions will be settled through mutual consultation honestly, fairly and in good faith in accordance with the Civil Code of Japan and other laws and regulations as well as business practices.

Exhibit 1	List of Facilities Available for Use
Exhibit 2	Monthly Plans and Usage Fees
Exhibit 3	Cancel Policy
Exhibit 4	Terms of Use for Lockers
Exhibit 5	Handing Personal Information at Membership Fitness Facilities for Mitsui Office Tenants

Exhibit 1 List of Facilities Available for Use

1. Facilities available for use by Mitsui office tenants (fitness facility)

Name of building	Name of fitness facility	Business hours and management system (All facilities are closed on Saturdays, Sundays, and holidays. Other building holidays also apply.)	Details of facilities and services	Main facilities and services	Business operator
Nihonbashi Takashimaya Mitsui Building	&BIZ fitness Nihonbashi Takashimaya Mitsui Building	Weekdays 7:00 a.m. -10:00 p.m. Manned management + accident detection system	Fitness area	Shower, locker, machine area, stretching area	Mitsui Fudosan Building Management Co., Ltd.
			Studio/Refresh booth	Studio, Refresh room, Automatic chiropractic machine	
Nihonbashi Muromachi Mitsui Tower	&BIZ fitness Nihonbashi Muromachi Mitsui Tower	Weekdays 7:00 a.m. -10:00 p.m. Manned management + accident detection system	Fitness area	Shower, sauna, locker, machine area, stretching area	Mitsui Fudosan Building Management Co., Ltd.
			Studio/Japanese-style room	Studio, Tatami mats, Japanese-style cupboard	
Yaesu Central Tower	&BIZ fitness Tokyo Midtown Yaesu	Weekdays 7:00 a.m. -10:00 p.m. Manned management + accident detection system	Fitness area	Shower, locker, machine area, stretching area	Mitsui Fudosan Building Management Co., Ltd. *Personal training is provided by Positive Co., Ltd.
			Studio/Personal training	Studio, personal training	
Hibiya Mitsui Tower	&BIZ fitness Tokyo Midtown Hibiya	Weekdays 7:00 a.m. -10:00 pm Unattended Management	Fitness area	Shower, machine area, stretching area	Mitsui Fudosan Co., Ltd.

1. Monthly Plans

1-1. Monthly Fitness Plan

Plan type	Plan name	Monthly membership fee		Set contents
		Tax excluded	Tax included	
Unlimited plan*	Monthly Plan A (6-piece rental set)	9,000 yen/month	9,900 yen/month	Face towel, bath towel, top and bottom wear, shoes, socks
	Monthly Plan B (4-piece rental set)	8,500 yen/month	9,350 yen/month	Face towel, bath towel, top and bottom wear, socks
	Monthly Plan C (2-piece rental set)	7,800 yen/month	8,580 yen/month	Face towel, bath towel
	Monthly Plan D (No rental items)	6,500 yen/month	7,150 yen/month	No rental items

Plan type	Plan name	Monthly membership fee		Set Contents
		Tax excluded	Tax included	
FLEX4 plan* (Available up to 4 times a month)	"FLEX4" Plan A (6-piece rental set)	7,000 yen/month	7,700 yen/month	Face towel, bath towel, top and bottom wear, shoes, socks
	"FLEX4" Plan B (4-piece rental set)	6,500 yen/month	7,150 yen/month	Face towel, bath towel, top and bottom wear, socks
	"FLEX4" Plan C (2-piece rental set)	5,600 yen/month	6,160 yen/month	Face towel, bath towel
	"FLEX4" Plan D (No rental items)	4,500 yen/month	4,950 yen/month	No rental items

- * · Includes use of showers and studio lessons.
- For use of facility at Nihonbashi Takashimaya Mitsui Building: Includes use of refresh area and automatic chiropractic machine.
 - For use of facility at Nihonbashi Muromachi Mitsui Tower: Includes use of sauna area.

1-2. Other Monthly Plans

Plan type	Plan name		Monthly membership fee		Remarks
			Tax excluded	Tax included	
Contract locker	Contract Locker		1,000 yen/month	1,100 yen/month	Contract required for each facility. Contract locker plan is not available at &BIZ fitness Tokyo Midtown Hibiya. (This plan can be used in conjunction with a monthly fitness plan.)
Monthly personal training	Service Providers Services**	Personal Training 2 times/month plan	12,000 yen/month	13,200 yen/month	Available for subscription and use only at Tokyo Midtown Yaesu. 2 sessions of 50 minutes each. A separate fitness area usage fee required. (This plan can be used in conjunction with a monthly fitness plan.)
		Personal Training 4 times/month plan	22,000 yen/month	24,200 yen/month	Available for subscription and use only at Tokyo Midtown Yaesu. 4 sessions of 50 minutes each. A separate fitness area usage fee required. (This plan can be used in conjunction with a monthly fitness plan.)

**Personal training at Tokyo Midtown Yaesu is provided by Positive Co., Ltd.

2. Other Usage Fees

Applicable Facilities	Available Services		Fee		Remarks
			Tax excluded	Tax included	
All facilities	Towel rental		150 yen/visit	165 yen/visit	One large or one small
	Wear (top) rental		200 yen/visit	220 yen/visit	
	Wear (bottom) rental		200 yen/visit	220 yen/visit	
	Shoes rental		200 yen/visit	220 yen/visit	Socks included
	Socks rental		100 yen/visit	110 yen/visit	
&BIZ fitness Nihonbashi Takashimaya Mitsui Building Nihonbashi Muromachi Mitsui Tower Tokyo Midtown Yaesu	Use of fitness area		1,600 yen/visit	1,760 yen/visit	Includes use of showers and studio lessons
	Studio lessons		500 yen/visit	550 yen/visit	Includes shower use
	User of showers		500 yen/visit	550 yen/visit	Includes one rental towel Includes use of sauna at &BIZ fitness Nihonbashi Muromachi Mitsui Tower
	Private use of studio area		8,000 yen/hour	8,800 yen/hour	Includes facilities usage fee and use of showers for participants (Not available during studio lesson hours)
&BIZ fitness Nihonbashi Takashimaya Mitsui Building	Use of refresh area		100 yen/30 minutes	110 yen/30 minutes	
	Use of automatic chiropractic machine		100 yen/30 minutes	110 yen/30 minutes	
&BIZ fitness Nihonbashi Muromachi Mitsui Tower	Use of sauna		500 yen/visit	550 yen/visit	Includes use of showers One rental towel included
&BIZ fitness Tokyo Midtown Yaesu	Service Providers Services**	First visit personal training	6,000 yen/session	6,600 yen/session	Available for purchase upon first visit only; On-site reservations only One session of 50 minutes; payment is made at the time of use. A separate fitness area usage fee is required.
		Personal training	7,000 yen/session	7,700 yen/session	One session of 50 minutes; payment is made at the time of use. A separate fitness area usage fee is required.
&BIZ fitness Tokyo Midtown Hibiya	Use of fitness area		650 yen/visit	715 yen/visit	Includes use of showers One rental towel included

*Tax included based on the tax rate (10%) as of April 1, 2023.
Items other than those listed above are posted on the facility's website or in writing in the facility.
Each service may have a limited capacity.

Exhibit 3 Cancel Policy

*The cancellation policy does not apply to use of facilities within the free usage range of monthly plan subscribers.

Withdrawal from a monthly plan is subject to the provisions of these Terms of Use.

Item	Details of facility/service	Cancel policy
Items for which payment is to be settled upon use	Fitness area usage fee Rental items, etc.	Cancellation after purchase is not allowed.
Monthly fitness plan items	Monthly Plan A, Monthly Plan B Monthly Plan C, Monthly Plan D	Subject to these Terms of Use.
	"FLEX4" Plan A, "FLEX4" Plan B "FLEX4" Plan C, "FLEX4" Plan D	Subject to these Terms of Use. The number of times you can use the facility will be deducted upon check-in. Cancellation after check-in is not allowed.
Other monthly plan items	Contract locker	Subject to these Terms of Use and the Terms of Use for Lockers.
	Monthly personal training	Subject to these Terms of Use. You may change or cancel your reservation up to the close of business on the business day prior to the date of use. Cancellation on the day or no-show will result in the loss of one session.

Terms of Use for Lockers

Article 1 Contract

1. Before beginning to use a contract locker (hereinafter "locker") in &BIZ fitness (hereinafter the "Facility") you are required to become a subscriber by completing the prescribed application procedure in the Facility. The exchange of written contracts will be omitted.
2. The subscriber has an obligation to observe these Terms of Use.
3. The Facility rents the space as a locker to the subscriber, and it is not that the subscriber's personal belongings and other possessions are stored, kept, or managed by the operator of the Facility (hereinafter the "Facility Operator"). The subscriber will strictly keep the locker locked and take other necessary measures and manage the stored items at the subscriber's own risk.

Article 2 Items That Cannot be Stored in Lockers

It is prohibited to store the following items in the locker:

- (1) Hazardous materials that are potentially volatile, explosive, or combustible;
- (2) Rotted items or items that give off an unpleasant odor;
- (3) Living creatures;
- (4) Valuables, money, credit cards, bank cards, marketable securities, jewelry, precious metals and the like, and other similar or equivalent items;
- (5) Other items that have monetary value; and
- (6) Any other items that cause trouble for other users of the Facility.

Article 3 Actions by the Facility Operator

1. **When the Facility Operator deems it necessary, the Facility Operator's staff or another person appointed by the Facility Operator may be present when the subscriber puts items in and/or takes items out of the locker.**
2. **In such cases as the following, the Facility Operator reserves the right to open the locker without the consent of the subscriber, and remove, dispose of, or take any other necessary measures with regard to the items stored in the locker:**
 - (1) **When it is discovered or suspected that items listed in Article 2 (1), (2), (3), or (6) are stored in the locker;**
or
 - (2) **When a circumstance set forth in Article 4.2, Article 6, Article 7.2, or Article 8 has occurred.**
3. **If the locker must be replaced or repaired in taking any of the actions set forth in Article 3.2, the subscriber will pay the expenses for replacement or repairs stipulated in Article 9.2.**

Article 4 Qualifications for Use

1. The locker can be used only by the subscriber, and the subscriber cannot sublet or transfer the locker to another person.
2. **When the subscriber withdraws or is removed as a registered member, the subscriber will lose the qualification to use the locker. At this time, the subscriber will be required to remove all items from the locker. If the subscriber does not remove the items, they will be handled pursuant to Article 3.2.**

Article 5 Provisions Regarding Fees

1. With regard to use of the locker, the subscriber will pay a locker usage fee (monthly fee) separately stipulated by the Facility Operator.
2. The Facility Operator will separately stipulate the locker usage fee, payment period, and payment method, etc.
3. **The subscriber must make payment of fees by credit card or another method stipulated by the Facility Operator by the stipulated deadline for payment.**

Exhibit 4 Terms of Use for Lockers

Article 6 Emptying and Returning Lockers

When the contract for the use of locker ends, the subscriber must immediately empty and return the locker by the end of the contract period and notify the receptionist in the Facility. When the locker is not emptied and returned, action will be taken pursuant to Article 3.2.

Article 7 Changing Lockers, etc.

1. The following changes cannot be made to the locker during the contract period.
 - (1) Locker type and location
 - (2) Subscriber's name
2. **In the event that the locker is moved or its location changed due to reasons on the part of the Facility (e.g., Facility layout changes, damage, etc.), a notice will be posted in the Facility and the locker will be handled in accordance with Article 3.2.**

Article 8 Suspension of Use of Lockers

In the event that the subscriber violates any of these Terms of Use or other agreements between the subscriber and the Facility Operator, or a situation arises in which the Facility Operator recognizes that there is a problem with the subscriber's use of the locker, the Facility Operator may immediately request the subscriber to discontinue use of the locker. At this time, the subscriber must immediately remove all items stored in the locker and notify the receptionist in the Facility.

Article 9 Damage to Lockers

1. A lock with a personal identification number (PIN) designated by the Facility must be used on the locker. The subscriber must exercise sufficient care in handling the PIN.
2. When the locker is defaced or damaged, the subscriber will pay the expenses for replacement or repairs.
3. In completing necessary procedures, the subscriber will be requested to present the Facility membership card, etc. for proof of the subscriber's identity.

Article 10 Liability for Damages

1. In the following cases, the Facility Operator will not be liable for any loss or damage incurred by the subscriber:
 - (1) Loss, damage, or alteration of items stored in the locker is caused by a natural disaster or other Force Majeure;
 - (2) Items in the locker are confiscated or requested to be submitted as evidence subject to an investigation of items by a public agency; or
 - (3) The subscriber sustains any damage as a result of actions taken pursuant to Article 3.
2. In the event that the subscriber's use of the locker causes damage to the Facility Operator or a third party, the subscriber will be liable for compensation of the damages incurred.
3. The Facility Operator will not be liable for any compensation whatsoever, regardless of the name by which such compensation may be called, for items stored in the locker that are stolen, lost, damaged, have gone missing, or whose whereabouts are unknown, etc. except where such an event has occurred for reasons attributable to the Facility Operator. The same applies for any items in the locker room that are abandoned or forgotten.

Article 11 Other Matters

These Terms of Use constitute one section of the Terms of Use for Facilities and Services for Mitsui Office Tenants [for Individuals] (hereinafter the "Terms of Use for Facilities"). Matters not stipulated in these Terms of Use for Lockers will be subject to the provisions of the Terms of Use for Facilities.

Handling Personal Information at Membership Fitness Facilities for Mitsui Office Tenants

Mitsui Fudosan Co., Ltd. and Mitsui Fudosan Building Management Co., Ltd. (collectively, “Companies”) are Mitsui Fudosan Group companies, and operate service for providing fitness gyms and other facilities called “&BIZ fitness Tokyo Midtown Hibiya,” “&BIZ fitness Nihonbashi Takashimaya Mitsui Building,” “&BIZ fitness Nihonbashi Muromachi Mitsui Tower” and “&BIZ fitness Tokyo Midtown Yaesu” (collectively “Membership Fitness Facilities for Tenants”).

The Mitsui Fudosan Group engages in various businesses, including those related to office buildings, housing and lifestyles, retail facilities, hotels and resorts, and logistics (see the website of Mitsui Fudosan Co., Ltd. for details).

The Companies will handle your personal information collected by the Companies in accordance with our Personal Information Protection Policy and these Terms of Use. Regarding the security and safety management measures, please see the Handling Personal Information on the Companies’ website.

- Mitsui Fudosan Co., Ltd.

Personal Information Protection Policy:

https://www.mitsuifudosan.co.jp/privacy_policy/

Handling Personal Information:

https://www.mitsuifudosan.co.jp/privacy_policy/toriatsukai/

- Mitsui Fudosan Building Management Co., Ltd.

Personal Information Protection Policy:

<https://www.mfbm.co.jp/privacy-policy/>

Handling Personal Information:

<https://www.mfbm.co.jp/privacy/>

Collection of Personal Information

1. The Companies will collect the following information on members (“Member Information”) for operating the **Membership Fitness Facilities for Tenants** and use the information for and only to the extent necessary for each of the purposes described below:

For example, the Companies will collect the following information:

- Information provided to the Companies when you apply for, inquire about, or notify any change in information or follow other procedures related to the **Membership Fitness Facilities for Tenants** (i.e., name, company name, address,

telephone number, email address, date of birth, gender and any and all other information provided by members);

- History of use of facilities and services provided by the **Membership Fitness Facilities for Tenants**;
 - Information provided when you apply for participation in events and other activities provided by the **Membership Fitness Facilities for Tenants** (i.e., name, company name, address, telephone number, email address, date of birth, gender and any and all other information provided by members); and
 - History of access to the member website for the **Membership Fitness Facilities for Tenants**.
2. If your registered information changes, you will directly change the registered information at the **Membership Fitness Facilities for Tenants**. If you fail to change the registered information, you may not be able to receive services or otherwise incur loss or damage. The Companies will not be responsible or liable for any such loss or damage unless it is attributable to the Companies.

Purposes of Use

The Companies and each of their group companies (which means Mitsui Fudosan Co., Ltd. and their consolidated subsidiaries specified in the annual securities report and other documents of Mitsui Fudosan Co., Ltd.; the same applies hereinafter) will use the Member Information only to the extent necessary to achieve the following purposes:

1. **To operate the Membership Fitness Facilities for Tenants and provide products and services offered by the Membership Fitness Facilities for Tenants**

For example, the Companies will use the information for the following purposes:

- Managing the Member Information;
- Operating and managing fitness gyms;
- Operating and managing the member website;
- Responding to inquiries from members;
- Distributing and sending email newsletters and other emails;
- Organizing events and seminars; and
- Taking security and emergency measures, and measures against wrongful acts.

2. **To introduce products and services related to clothing, food, housing, entertainment and work of members offered by the Companies and each of their group companies* and to provide related information and benefits**

For example, we will use the information for the following purposes:

- Providing information on seminars, promotional campaigns and events*;
- Distributing behavioral targeting advertising (which is a way of advertising that analyzes the collected Member Information such as purchase history to change advertisements presented to members based on predicted traits, preferences and interests of members) through advertisement distributors*;
- and
- Providing benefits such as coupons and discounts for service.

*Includes provision of information based on traits, preferences and interests of members predicted from the analysis of information such as history of provision of services collected by the Companies or each of their group companies.

The Companies will provide information, distribute advertisements and provide benefits as described above by telephone, letters and postcards, email newsletters, direct mail or other means.

3. To develop and improve products and services related to clothing, food, housing, entertainment and work of members offered by the Companies and each of their group companies, and for market research and other marketing activities, survey and analysis conducted by the Companies and each of their group companies to provide members with better products and services

For example, the Companies will use the information for the following purposes:

- Developing and improving products and services;
- Conducting surveys;
- Analyzing customer trends; and
- Evaluating the effectiveness of sales promotion activities and establishing sales promotion plans.

4. To provide third parties with the Member Information for achieving the purposes described in items 1. to 3. above

Collection of Information on Individuals

The Companies will obtain from third-party data service providers the website access and usage history as well as results of analysis of such history, collected by such third-party data service providers by means of cookies, advertising IDs (unique identifier of each user's mobile device) or other technologies (collectively, "Cookies"), and combine such information with the Member Information to use it for the purpose of distributing advertisements and other marketing materials.

The Companies will also obtain from each of our group companies the website access and

usage history as well as results of analysis of such history, collected by such group companies by means of the Cookies, to the extent necessary for achieving the purposes of use described in items 1. to 3. under the “Purposes of Use” above.

Provision of Member Information to Third Parties

1. The Companies may provide each of their group companies, business partners or other third parties with the Member Information in accordance with the laws and regulations and to the extent necessary for achieving the purposes of use described in items 1. to 3. under the “Purposes of Use” above.
2. The information to be provided to a third party will be your name, address, telephone number and any other information, but only to the minimum extent necessary for achieving each of the purposes of use described above.

Personal data provided to third parties may include:

- Information registered at the time of enrollment in the membership;
- Information provided after enrollment in the membership;
- Service usage history;
- Information provided at the time of application for participation in seminars or events; and
- Information provided upon consultation or inquiry.

Third parties receiving personal data may include:

- Each of our group companies;
 - Service providers; and
 - Affiliate companies of members.
3. The Companies will provide third parties with the Member Information in writing or by post, telephone, facsimile, email or electronic means and pay utmost attention to the security and safety when delivering such information. The Companies will encrypt the Member Information or otherwise take necessary measures when delivering electronic data.
 4. The Companies will suspend the provision of the Member Information to third parties when requested by the data subject. Please contact the Customer Service Center for Disclosure, etc. of Personal Data below. Please note and agree in advance that you may not be able to receive all or part of services when the provision of the Member Information is suspended.

Sharing of Information

The Companies will share the Member Information as follows:

- (1) Personal data to be shared:
Name, address, date of birth, telephone number, email address, service provision history and other information

Personal data to be shared may include:

- Information registered at the time of enrollment in the membership;
 - Information provided after enrollment in the membership;
 - Service usage history;
 - Information provided at the time of application for participation in seminars or events; and
 - Information provided upon consultation or inquiry.
- (2) Persons using shared information:
Each of the Companies' group companies
- (3) Purposes of use of shared information by persons using such information:
The same as the purposes of use described in items 1. to 3. under the "Purpose of Use" above
- (4) Person responsible for sharing of information:

Mitsui Fudosan Co., Ltd.

(Company overview: https://www.mitsuifudosan.co.jp/corporate/about_us/)

Mitsui Fudosan Building Management Co., Ltd.

(Company overview: <https://www.mfbm.co.jp/corporate/outline/index.html>)

The personal data of members collected by the Companies will be shared with their group companies in order to provide services to members in an integrated manner as the Mitsui Fudosan group, and the Companies will make efforts to keep such data up-to-date and accurate at all times.

Contractors

The Companies may appoint contractors to perform all or part of services for handling personal information to provide services of the **Membership Fitness Facilities for Tenants**.

The Companies will supervise the contractors in handling personal information.

Customer Service Center for Disclosure, etc. of Personal Data

The Companies will receive your inquiries and requests regarding correction, suspension of use, disclosure and other uses of personal data provided in connection with the **Membership Fitness Facilities for Tenants** at the following customer service center in accordance with the provisions of the Act on the Protection of Personal Information of

Japan:

- Personal Information Desk, General Administration Department, Mitsui Fudosan Co., Ltd.

<https://www3.mitsuifudosan.co.jp/enquete/regulation.php?enqueteurl=df36fe9c9aa8d59ce91c541168c7d0>

- Business Solution Service Promotion Division, Mitsui Fudosan Building Management Co., Ltd.

Address: Mitsui Building No.2, 2-1-1 Nihonbashi Muromachi, Chuo-ku, Tokyo, Japan

Telephone number: 03-6214-1439 *Business hours: 10:00 a.m. to 6:00 p.m. on weekdays (closed during lunch hours)

Date of revision: April 1, 2024