

HILLS SPA Rules

Chapter 1 Name and Location

Article 1. Name
The following each facilities are collectively referred to as “HILLS SPA” (the“SPA”):

ARK	ARK Towers West , 1-3-40, Roppongi, Minato-ku, Tokyo
ATAGO	Atago Green Hills Forest Tower, 2-3-1, Atago, Minato-ku, Tokyo
MOTOAZABU	Motoazabu Hills Forest Terrace East, 1-3-2, Motoazabu, Minato-ku, Tokyo
ROPPONGI	Roppongi Hills Residence C, 6-12-3, Roppongi, Minato-ku, Tokyo
SENGOKUYAMA	ARK Hills Sengokuyama Mori Tower, 1-9-10, Roppongi, Minato-ku, Tokyo
TORANOMON	Toranomon Hills Residential Tower, 1-1-1, Atago, Minato-ku, Tokyo

Article 2. Location
The location of the management of the SPA is Mori-Tower, Roppongi Hills, 6-10-1, Roppongi, Minato-ku, Tokyo.

Chapter 2 Purpose, and Management Body and Organization

Article 3. Purpose
The purpose of the SPA is to provide the SPA’s members with the suitable facilities where the members and their guests may endeavor to maintain and improve the health of mind and body.

Article 4. Management Body and Organization
Mori Building Co., Ltd. (the“SPA Owner”) owns or leases the facilities of the SPA and all the items incidental thereto, and the SPA Owner contracts the management and the organizational operation of the SPA to Mori Hospitality Corporation(the “Operator”).

Chapter 3 SPA Rules and Various Regulations

Article 5. SPA Rules

- 5.1 The Operator establishes these Rules, Bylaws and Rules of Use (hereinafter collectively referred to as these “SPA Rules”) that should be observed by all the members of the SPA and the applicants for admission to membership, in using or joining the SPA.
- 5.2 In addition to the SPA Rules, the Operator will establish various regulations or rules as necessary (these regulations or rules are hereinafter referred to as the “Various Regulations”).
- 5.3 The Operator may amend the SPA Rules or the Various Regulations in the case that (i) the amendment conforms to the general interest of members or (ii) the amendment does not run afoul of the purpose of members’ use, and it is reasonable in the light of the circumstances such as the necessity of the amendment and the appropriateness of the amended conditions.
- 5.4 If the Operator is to amend the SPA Rules or the Various Regulations, the Operator shall specify the amendment date, and make the amendment date and the details of the amendment known to members in advance by posting up a notice on designated place in the facilities of the SPA or other appropriate way.
- 5.5 The Operator shall comply with the provisions of the preceding two paragraphs when newly establishing the Various Regulations.

Chapter 4 Members

Article 6. Membership

- 6.1 The members are individuals, who are older than ages prescribed depending on the classes of membership, or corporations registered in Japan, kumiai or associations without legal capacity (kenri noryokunakishadan) under the laws of Japan (the“Corporation”) that the Operator recognizes as being neither organized crime groups, other antisocial forces nor their related parties, and that the Operator has no reason to deem inappropriate to be the members and that have completed the admission procedures set forth in the Bylaws pursuant to the invitations by the SPA Owner, the Operator or the current members, and that are eligible for membership in accordance with Article 6.4 (6) hereof.
- 6.2 The screening for admission to the SPA membership is based on qualifications, social reputation and financial stability of the applicants; in addition, the screening is also based on the characters of the applicant if the applicant is an individual or a Nominated Member as set forth in Article 6.4 (3), and the corporate culture or the like if the applicant is a Corporation. The application for membership admission shall be finally approved by the Operator. In determining whether or not to approve the application, the potential and possibility of continuous contribution to the SPA as a member are considered.
- 6.3 The class of the members of the SPA shall be as follows:
 - (1)Individual Member;
 - (2)Family Member;
 - (3)Corporate Member;
 - (4)Honorary Member;
 - (5)Diplomat Member; and
 - (6)Residential Member.
- 6.4 Each class of members set forth in the preceding paragraph shall be defined as follows:
 - (1) The Individual Member means an individual of 30 years of age or older, and such individual is eligible for membership. The Individual Member has the right to freely use the SPA in accordance with these SPA Rules and the Various

- Regulations.
- (2) The Family Member(s) mean the spouse or the first-degree family members (parents and children) of the Individual Member, who is 18 years of age or older, and such individual is eligible for membership. The Family Member(s) have the right to freely use the SPA in accordance with these SPA Rules and the Various Regulations. If the Individual Member loses his/her membership, his/her Family Member(s) also lose such eligibility.
- (3) The Corporate Member means a Corporation, and such Corporation is eligible for membership. The Corporate Member shall nominate one individual of 30 years of age or older who belongs to such Corporation as a nominated member (the “Nominated Member”). The Nominated Member has the right to freely use the SPA in accordance with these SPA Rules and the Various Regulations.
- (4) The Honorary Member means an individual of 30 years of age or older whose contributions are widely recognized by the general public and the international society, and whom the SPA Owner and the Operator independently invite to be a member with the purpose of promoting the SPA as appropriate. The Honorary Member has the right to freely use the SPA in accordance with these SPA Rules and the Various Regulations.
- (5) The Diplomat Member(s) mean ambassadors and special envoys of countries and their spouses living in Japan or overseas who are 30 years of age or older and whom the SPA Owner and the Operator independently invite with the purpose of promoting the SPA’s international friendship and exchange. The Diplomat Member(s) has the right to freely use the SPA in accordance with these SPA Rules and the Various Regulations.
- (6) The Residential Member means an individual of 18 years of age or older who is also a resident in the residence that SPA Owner owns, leases or manages and SPA Owner separately designates (the “Mori Living”) and who is admitted to use the SPA as a part of the facilities of the Mori Living, and such individual is eligible for membership. The Residential Member has the right to freely use the SPA in accordance with these SPA Rules and the Various Regulations (in relation to the Residential Member, including the “HILLS SPA RESIDENTIAL MEMBER RULES” and any other rules of the SPA established by the SPA Owner; the same shall apply hereinafter), provided that such individual is registered by the SPA Owner at the time of such use.

6.5 The Operator may establish member classes other than those mentioned above. In addition, the Operator may determine the current and future member classes, and the details and the conditions thereof.

Article 7. Application for Approval of Membership and Admission Procedures

- 7.1 To apply for approval of membership, an applicant shall be screened for admission in accordance with the procedures stipulated in the Bylaws.
- 7.2 The Operator may approve the membership admission applied for by an applicant, or deny the application for admission. If the Operator denies the application, it shall not indicate any reason for such denial.
- 7.3 After obtaining final approval from the Operator, an applicant (excluding the Honorary Member, Diplomat Member and Residential Member) must pay the admission fee, admission deposit and the annual membership fee stipulated in the Bylaws; provided that, if the admission to the membership of the SPA is commenced during the term of the relevant year, the annual membership fee shall be calculated pro rata based on the number of remaining months.
- 7.4 An applicant shall be formally admitted to membership of the SPA when the Operator confirms that full amount of the fees necessary for the admission have been paid in accordance with the preceding paragraph and receives a set of the documents relating to the admission stipulated in the Bylaws. An applicant has the right to use the SPA and any other rights granted to the member thereafter.

Article 8. Admission Fee and Admission Deposit

- 8.1 The admission deposit paid in accordance with Article 7.3 shall be returned at the time of withdrawal from the membership; however, the admission fee shall not be returned in any case.
- 8.2 The admission deposit shall bear no interest.
- 8.3 For a member, who has paid the admission deposit, the Operator will issue an admission deposit certificate, describing the name of the member, the class of the membership, the date of admission and the amount of the admission deposit paid by the member. If the member loses the admission deposit certificate, it will be reissued in accordance with the procedures stipulated in the Bylaws.

Article 9. Membership Card

- 9.1 The Operator shall issue a membership card to all the members (the Nominated Member if the member is a Corporate Member).
- 9.2 On a membership card, the name of the member (the Nominated Member if the member is a Corporate Member) shall be stated, and only the member, whose name is stated on the card, may use the SPA. Each member must show his/her membership card when using the SPA. If any member loses or destroys his/her membership card, the membership card shall be re-issued in accordance with the procedures stipulated in the Bylaws.
- 9.3 No member shall lend his/her membership card to any third party. If any third party uses the SPA by using such membership card, all the responsibilities including the payment for the use of the SPA shall be borne by the member regardless of any reason including the lending, loss or theft of the membership card or otherwise whatsoever, unless the member has already notified the Operator of the fact of the theft or loss.
- 9.4 A member must return his/her membership card to the Operator if any one of the following occurs:
 - (1) If a member applies for withdrawal or self-suspension of membership from the SPA in accordance with Articles 18 and 19 hereof;
 - (2) If a member is expelled from the SPA in accordance with Article 21 hereof.
- 9.5 A membership card shall not be assigned to any third party, or pledged or otherwise collateralized.

Article 10. Rights and Obligations of Members

- 10.1 A member (the Nominated Member if the member is a Corporate Member) may use the facilities of the SPA and the services incidental thereto in accordance with these SPA Rules and the Various Regulations.
- 10.2 The SPA membership shall establish, for a member only, the right to use the facilities of the SPA and the services incidental thereto, and shall not establish any right in respect of the facilities or other tangible or intangible properties of the SPA.
- 10.3 A member shall be responsible for contributing to the sound development of the SPA.
- 10.4 A member shall be responsible for paying the annual membership fee determined by the Operator in accordance with the Bylaws.
- 10.5 A member shall be responsible for complying with these SPA Rules and the Various Regulations.

Article 11. Guests

A member may be accompanied by up to three guests per member. Guests shall also use the SPA by complying with these SPA Rules and the Various Regulations. The member shall be jointly and severally liable for any acts and obligations of the guests in using the SPA facilities. Those individuals, whose memberships are suspended or lost in accordance with Articles 20 and 21 hereof, cannot use the SPA facilities as guests.

Article 12. Change of Nominated Member

- 12.1 A Corporate Member may change at any time a nominated individual by taking the approval procedures stipulated in the Bylaws and paying a certain nomination change fee to the Operator.
- 12.2 If an individual nominated by a Corporate Member is not admitted to membership in accordance with the screening conducted by the Operator, the Corporation may nominate other individuals.
- 12.3 A Corporate Member shall be jointly and severally liable for any act of its Nominated Member, and the same applies even if the Nominated Member no longer belongs to the Corporation, unless the nomination is cancelled. The Corporation must, at its own responsibility, perform any obligations to be owed as a member including the payment of the annual membership fee accruing while the Corporation is taking the procedures for the nomination change mentioned above.

Chapter 5 Members’Obligations to and Duties in Respect of the SPA

Article 13. Annual Membership Fee

- 13.1 The Operator may determine or change the amount of the annual membership fee, the payment method and payment period. In such case, the notification thereof to the members shall be in accordance with the method determined by the Operator.
- 13.2 Individual, Family and Corporate Members shall be responsible for paying the annual membership fee determined by the Operator in accordance with the preceding paragraph by the prescribed payment date, pursuant to an invoice issued by the Operator.
- 13.3 A Corporate Member must pay, in accordance with the Bylaws, the annual membership fee determined by the Operator in a lump sum and in advance, even if an individual nominated by the Corporate Member has not been admitted to membership by the screening conducted by the Operator, or even if there is a vacancy in the Nominated Member position due to any reason whatsoever. The same applies when the Nominated Member no longer belongs to the Corporation.
- 13.4 The payment of the annual membership fee shall not be set off against the admission deposit or other liabilities owed by the Operator to the members.
- 13.5 The annual membership fee shall be reduced or the member shall be exempt from the obligation to pay the annual membership fee according to the length of the period of suspension of membership.
- 13.6 The annual membership fee already paid shall not be returned in any case.

Article 14. Payment of Usage Fee

The usage fee shall be paid in cash or by credit card at the SPA reception at the time of use.

Article 15. Obligations Arising Out of Violation of these SPA Rules or the Various Regulations

A member shall be liable for compensating and indemnifying any loss, damage, expenses or costs arising out of, or in relation to, the violation of these SPA Rules or the Various Regulations by the member or his/her guests, caused to other members or the SPA or the SPA staff. The Operator may demand the compensation for damage from the relevant member. In such case, the relevant member shall immediately compensate all such damage.

Chapter 6 Obligations of the SPA and the Operator to Members

Article 16. Return of Admission Deposit

- 16.1 If a member loses the SPA membership due to withdrawal or expulsion from membership of the SPA, the Operator shall return the admission deposit to the member in accordance with the Bylaws.
- 16.2 In case where a member dies or it becomes impossible or difficult for a member to apply for withdrawal from membership of the SPA, and if the member’s heir or other legal representative demands the return of the admission deposit, the Operator will require the submission of the statement of partition of estate (isanbunkatsu kyogisho), etc., and will confirm that the relevant applicant has the right to demand such amount is returned, and then return the admission deposit in accordance with the procedures stipulated in the Bylaws.
- 16.3 If all four facilities of the SPA are closed, the Operator shall return the admission deposit within 30 days after the closure of the SPA.
- 16.4 The amount of the admission deposit to be returned in accordance with this

Article shall be the amount of the admission deposit stated in an admission deposit certificate.

16.5 A member cannot receive the return of the admission deposit in accordance with each preceding paragraph, unless all the payments and the performance of all other obligations to the Operator have been completed.

16.6 The right to demand return of the admission deposit shall not be assigned, pledged, collateralized or otherwise disposed of.

Chapter 7 Non-transferability of Membership

Article 17. Non-transferability of Membership
A member cannot transfer his/her membership to another party.

Chapter 8 Various Procedures

Article 18. Withdrawal from Membership of the SPA

18.1 A member may apply for withdrawal from membership of the SPA at any time in accordance with the Bylaws. The Operator shall accept the application for withdrawal at the time when the member has completed the payment of the annual membership fee and other obligations to the Operator, and upon confirmation of the required documents, process the membership as withdrawn at the time when the Operator sends the withdrawal acceptance.

18.2 If any one of the following occurs, the relevant member shall be deemed to have withdrawn from membership of the SPA:

- (1)Death of the member;
- (2)Closure of all four facilities.

18.3 If a member withdraws from membership of the SPA, the member loses all the rights as a member and may not use the SPA.

Article 19. Self-suspension (of Membership) Period

19.1 If there are health reasons or any other justifiable reason including a work-related overseas secondment, a member may take a period of self-suspension from membership of the SPA for up to 3 years, by applying for such self-suspension to the Operator and obtaining the approval of the Operator, in accordance with the procedures stipulated in the Bylaws.

19.2 During the self-suspension period, a member shall pay the fee for self-suspension. The payment of the self-suspension fee shall be made in advance at the time of application for self-suspension as a rule. The annual membership fee already paid to the Operator shall not be refunded or appropriated to the self-suspension fee.

19.3 During the self-suspension period, a member shall lose all rights as a member and may not use the SPA.

19.4 Notwithstanding the preceding paragraphs, if a member obtains membership as a Residential Member, such member may take a self-suspension period during the period of moving into the Mori Living (building). In such case, the provisions in the Bylaws and other Various Regulations shall apply to the governing procedures.

Chapter 9 Warning, Suspension and Expulsion of Members

Article 20. Warning, Suspension and Expulsion of Members

20.1 If the Operator determines that any one of the following has occurred in respect of a member, the Operator, at its own discretion, may give the relevant member a warning or suspend the membership of the relevant member, without setting a time limit:

- (1) If a member violates or is suspected of violating these SPA Rules or the Various Regulations;
- (2) If a member commits a crime, or is suspected of committing a crime, and social confidence in the member is lost;
- (3) If a member loses financial credibility due to a petition for bankruptcy or civil rehabilitation, a dishonored bill or the like;
- (4) If a member causes inconvenience to other members;
- (5) If a member harms the honor or credibility of the SPA, or disturbs the order of the SPA;
- (6) If the location of a member becomes unknown due to any reason attributable to the member including the failure of notification of change of address;
- (7) If a member is suspected of being the antisocial forces or their related parties stipulated in Article 6.1; or
- (8) In addition to the preceding items, if there is any act that is deemed to damage the member’s dignity as a member.

20.2 A member cannot use the SPA at all during the period of suspension of membership.

20.3 In the case of Article 20.1, by sending a notice of suspension of membership to a member by registered mail addressed to his/her address registered with the SPA in accordance with Article 25 hereof, the Operator may suspend the membership.

20.4 The Operator, at its own discretion, may lift the suspension of membership as appropriate. In such case, the Operator shall notify the relevant member of the lifting of the suspension of membership.

Article 21. Expulsion of Members

21.1 If the Operator determines that any one of the following has occurred in respect of a member or a Nominated Member (collectively “member” in this paragraph), the Operator, at its own discretion, may expel the relevant member, without informing the member of any reason whatsoever:

- (1) If a member violates or is suspected of violating these SPA Rules or the Various Regulations;
- (2) If a member commits a crime, or is suspected of committing a crime, and social confidence in the member is lost;
- (3) If a member loses financial credibility due to a petition for bankruptcy or civil rehabilitation, dishonored bill or the like;

- (4) If a member causes inconvenience to other members;
- (5) If a member harms the honor or credibility of the SPA, or disturbs the order of the SPA;
- (6) If the location of a member becomes unknown due to any reason attributable to the member including the failure of notification of change of address;
- (7) If a member is suspected of being the antisocial forces or their related parties stipulated in Article 6.1; or
- (8) In addition to any preceding item, if there is any act that is deemed to damage the member's dignity as a member.

21.2 In the case of Article 21.1, by sending a notice of expulsion of membership to a member by registered mail addressed to the address registered with the SPA in accordance with Article 25 hereof, the Operator may expel the relevant member.

21.3 A member expelled from the SPA immediately loses the right to use the SPA, and loses all right and privilege as a member thereafter. The return of the admission deposit to the expelled member shall be in accordance with the conditions and method relating to the return of the admission deposit stipulated in these SPA Rules. If an Individual Member is expelled from the SPA, his/her Family Member(s) will also lose all right and privilege at the same time.

21.4 Concerning a Corporate Member, even if its Nominated Member is expelled in accordance with Article 21.1, the Corporate Member will not lose eligibility as a Corporate Member except where the Operator expels the Corporate Member as well as the Nominated Member, or where any one of the above events occurs in respect of the Corporate Member or a representative of the Corporate Member.

Chapter 10 Limitation of Liability

Article 22. Limitation of Liability

22.1 A member and his/her guests shall enter the SPA facilities and use the SPA at their own risk, while they are staying within the SPA, or participating in the activities hosted by the Operator; the SPA Owner and the Operator shall not be liable for any damage caused to their bodies or property, unless such damage is attributable to the negligence of the Operator or the defect of the facilities of the SPA.

22.2 A member and his/her guests shall comply with the these SPA Rules and the Various Regulations, and the instructions of the facility managers and the instructors in connection with any and all lessons, including personal training, private stretching and private swimming (whether held for an individual or for a group of individuals; collectively the "Personal Training"), and shall receive the Personal Training in its judgment and at its responsibility, considering their own physical conditions and health. The member and his/her guests shall fully understand that there are possibilities of accidents, including injuries caused by their own acts or acts of other members or their guests, when receiving the Personal Training at the SPA. The SPA Owner and the Operator shall not be responsible for any damage caused by such accident unless the accident is attributable to the SPA Owner and the Operator.

22.3 The SPA Owner and the Operator shall not be responsible for any accident or problem that has occurred at the SPA between members or guests unless the accident or the problem is attributable to the SPA Owner and the Operator.

Chapter 11 Miscellaneous Provisions

Article 23. Manager

The general manager of the Operator shall be the person in charge of implementing the matters stipulated in these SPA Rules.

Article 24. Business Relations among the Members, and between Members and the SPA

The Operator shall not at all allow any member or guest to conduct any profit-oriented act, introduce other members for such purpose, or provide information of the members. In addition, no member may request the SPA or the SPA staff to do the same.

Article 25. Notices

25.1 A member shall register the address to which any notice, invoice or other correspondence is to be addressed in accordance with these SPA Rules and the Various Regulations and shall immediately notify the SPA of any change of the registered address in accordance with the Bylaws.

25.2 Any notice, invoice and other documents addressed to a member shall be sent to his/her registered address; provided, however, that the SPA may post the content to be notified on a website set up by the SPA in lieu of giving a notice.

Article 26. Disputes and Interpretation

26.1 The interpretation and application of the SPA Rules or the Various Regulations will be governed by the laws of Japan, and the Tokyo District Court will be the agreed exclusive court of first instance.

26.2 The Japanese version of the SPA Rules or the Various Regulations will prevail over any non-Japanese translations of the SPA Rules or the Various Regulations, if any.

Article 27. Business Days and Business Hours

The Operator may, at its discretion, change the business days and the business hours of the SPA. In such case, the Operator will inform the members.

Article 28. Closed Period

The SPA will close for a certain period during the summer time and year-end and new-year periods. In addition, the SPA may close for inspection of the facilities or the like. In such case, the Operator will inform the members.

Article 29. Privacy Policy

The handling of the individual information shall be in accordance with the detailed regulations of the SPA's privacy policy.

Supplementary Provisions

The amendment to add "Toranomom" to "SPA" in Article 1 shall be effective from April 1, 2022.

Issued on January 1, 2001 / Amended on November 1, 2001 / Amended on July 1, 2003 / Amended on February 1, 2004 / Amended on April 1, 2008 / Amended on January 1, 2011 / Amended on April 1, 2013 / Amended on February 1, 2022

HILLS SPA Bylaw

1. Procedures

A. Admission to Membership

(1) Application

Any applicant for admission to membership of the HILLS SPA (the "SPA") must apply to Mori Hospitality Corporation (the "Operator"), a corporation engaging in the management and the organizational operation of the SPA, by submitting the following documents (as applicable to the class of desired membership) to the HILLS SPA Membership Desk located within the Operator (at Roppongi Hills Mori Tower, 6-10-1 Roppongi, Minato-ku, Tokyo).

- Membership application form
- Personal identity verification documents (official documents allowing for the verification of the applicant's name, birth date and current address)
- Please submit a copy of the residence certificate and a copy of the driver's license; if the applicant is a foreign citizen, he/she may submit a copy of the alien registration card and a copy of the visa.
- One facial photograph (4.5cm long, 3.5cm wide) of the applicant, taken within the last 6 months
- A letter of recommendation from a current member
- A certified copy of the family register or a copy of the residence certificate that certifies that the applicant is the spouse or a first-degree family member (i.e., a parent or child) of an Individual Member, if the applicant is applying for membership as a Family Member
- A certified copy of the commercial registry, if the applicant is applying for membership as a Corporate Member

(2) Membership Admission Procedure

- Verification of application details
- The Membership Desk will verify the details specified on the membership application form and other necessary documents.
- Admission to membership screening
- The Operator will verify the results of the documentary screening and decide whether to admit the applicant to membership.
- Payment for admission to membership
- Upon the Operator's approval and decision to admit the applicant to membership, the Operator will send to the applicant an invoice specifying the admission fee, the admission deposit, and the annual membership fee for the current year. The applicant shall make payment within 7 days of the receipt of the invoice, by way of wire transfer to the bank account designated by the Operator, or at the SPA Reception either in cash or by credit card. All wire transfer fees related to the transfer shall be borne by the applicant.
- Approval for admission to membership
- When the Operator verifies all payments necessary for admission to membership, the Operator will send a membership card to the applicant.
- Admission to membership
- Upon receipt of the membership card, the applicant shall be admitted to membership and shall be entitled to use the SPA and enjoy all privileges as a member.

(3) Notes

- If the applicant fails to carry out any procedure required in the screening process, or is not admitted to membership as a result of the admission screening, or informs the Membership Desk in writing of the intention to revoke the application for membership admission for the applicant's own reason before formally being admitted to membership, then all application documents and fees for membership admission shall be promptly returned to the applicant, except for any expenses that have already been incurred in processing the application.
- The screening method or the like shall not be made public.
- No inquires shall be accepted from the applicants concerning the results of the screening.

B. Nomination Change by Corporate Members

(1) Request

- In requesting the change of its Nominated Member, a Corporate Member shall submit the following documents to the Membership Desk:
- Request for nomination change
- Membership application form of the applicant applying for membership as a Nominated Member
- One facial photograph (4.5cm long, 3.5cm wide) of the applicant for membership as a Nominated Member, taken within the last 6 months
- A letter of recommendation from a current member
- Personal identity verification documents (official documents allowing for the verification of the name, date of birth and current address) of the applicant for membership as a Nominated Member
- Membership card of the current Nominated Member

(2) Screening Process and Procedure

- Verification of the details specified at the time of the request for change of nomination and the subsequent screening process shall be in conformance with those conducted for new membership admission.

- Payment of nomination change fee
- If the Operator decides to accept the nomination change, the Operator will send an invoice for the nomination change fee to the Corporate Member applying for the nomination change. Payment shall be made within 7 days of receipt of the invoice, by way of wire transfer to the bank account designated by the Operator, or at the SPA Reception either in cash or by credit card. All wire transfer fees related to the transfer shall be borne by the member.

-Approval

- After confirming the payment of the nomination change fee, the Operator will send a membership card to the applicant for membership as a Nominated Member.

-Admission to membership

- Upon receipt of the membership card, the Nominated Membership applicant shall formally be a member.

(3) Notes

- A Corporate Member shall be responsible for its Corporate Member obligations (such as the obligation to pay the annual membership fee or the like as applicable) during the period between any application made in respect of a new Nominated Member following the withdrawal of the former Nominated Member from membership and the acceptance of such application by the Operator.

C. Withdrawal from Membership

(1) Notification

- The following documents shall be submitted to the Membership Desk at least 30 days before the desired date of withdrawal from membership:

- Withdrawal notice
- Membership card
- Admission deposit certificate
- Request for return of admission deposit

(2) Return of Admission Deposit

- The admission deposit will be returned within 30 days of the withdrawal from membership, by way of wire transfer to the bank account designated by the member in its request for return of the admission deposit.

- A member may not set off the member's right to the admission deposit against any liability of the member owed to the Operator. If any liability of the member has not been fully paid to the Operator, the Operator may set off its liability to return the admission deposit against such liability.
- Upon the death of any member, the withdrawal from membership procedure shall be proceeded by the Operator after the verification of the member's death. In such case, subject to the submission of a request for return of the admission deposit by the heir or the administrator of the estate, who satisfies legal qualifications, the admission deposit shall be returned in accordance with these Bylaws.

D. Self-suspension

(1) Reason for Self-suspension

- Any member's request for suspension from membership shall be accepted if any of the circumstances listed below apply to the member. Such self-suspension shall, in principle, be in units of 1 year, and, in principle, be accepted up to 3 years.

- Where it is determined that the member is unable to receive the privileges of using the SPA for a certain period due to the member's relocation overseas or the like;
- Where the member wishes to suspend his or her member activities for a certain period due to changes in financial status;
- Where the member's use of the SPA is impossible or difficult for a certain period due to sickness or the like; and
- Where there is any other reason that the Operator deems appropriate.

(2) Request

- The following documents shall be submitted to the Membership Desk at least 30 days before the desired date of self-suspension:

- Request for self-suspension
- Membership card

(3) Procedure

- Verification of documents and liabilities
- The Operator will, following the verification of the relevant documents, verify whether the member's liabilities to the Operator have been fully paid.
- Deliberations by the Operator
- The Operator will determine whether the self-suspension is acceptable.
- Payment of the self-suspension fee
- If the Operator accepts the request for self-suspension, the member shall be exempted from the payment of the annual membership fee(s) for such period, but shall be required to pay the self-suspension fee. The self-suspension fee shall be paid within 7 days of receipt of the invoice for the self-suspension fee, by way of wire transfer to the bank account designated by the Operator, or at the SPA Reception either in cash or by credit card. All wire transfer fees related to the transfer shall be borne by the member.

(4) Resumption of Membership during Self-suspension Period

- A self-suspended member may make a request for the resumption of membership by submitting a request for the resumption of membership. In such case, the self-suspended member shall pay the membership fee for the applicable period of

- membership from the date of the Operator's receipt of the request for resumption of membership.

(5) Note

- It should be noted that the self-suspension fee may not be set off against the annual membership fee that has already been paid for the current year.

E. Loss [or Damages] and Re-issuance of Membership Card or Admission Deposit Certificate

(1) Request

- Upon loss [or damages] of the membership card or admission deposit certificate, a member shall promptly report and submit the following document to the Membership Desk:

- Request for re-issuance of the membership card/admission deposit certificate
- Damaged membership card or admission deposit certificate (only in the case of damages thereof)

(2) Procedure

- Verification of documents
- The Operator will verify the documents.
- Re-issuance of the membership card or admission deposit certificate
- The lost membership card or admission deposit certificate will be invalidated and a new membership card or admission deposit certificate will be reissued.
- Payment of re-issuance fee
- The Operator will send to the member an invoice for the re-issuance fee. Payment shall be made within 7 days of receipt of the invoice, by way of wire transfer to the bank account designated by the Operator, or at the SPA Reception either in cash or by credit card. All wire transfer fees related to the transfer shall be borne by the member. The reissuance fee will not be returned, once paid.

(3) Notes [for the loss of the membership card or admission deposit certificate]

- A member shall report to the SPA the loss of the membership card or admission deposit certificate, immediately after the member becomes aware of such loss.
- If the lost membership card or admission deposit certificate is found after the re-issuance of the same, the member shall return the old member ship card or admission deposit certificate to the SPA.

2. Changes in Registered Information

- A member shall promptly report any changes in the address, company name, title, spouse or any other information registered with the SPA.

3. Payment of Various Fees

- (1) Fees to be paid by the member in addition to the admission fee, the admission deposit and the annual membership fee
- SPA usage fee for each use of the SPA facilities by a member or guests and the fee for the onerous facilities and services that the Operator provides at the SPA such as food and beverage expense, lesson fee, treatment fee, service fee, private locker fee and other incidental fees.

(2) Payment Method

- Payments shall be made in cash or by credit card, or any other method permitted by the SPA.

(3) Note

- No fee will be returned, once paid.

4. Demand and Warning Concerning Delayed Payment or the Like; Suspension of Membership; Expulsion

(1) Demand

- If any member fails to pay any invoice by the relevant due date, or the Operator desires to call a member's attention to the member's breach of the SPA Rules, a written demand will be sent to the member.
- A written demand will be sent to the member's address registered with the SPA.

(2) Warning; Suspension of Membership

- If the member's failure of payment is not resolved within 10 days of the dispatch of the above demand, or if any of the membership suspension events specified in the SPA Rules applies to any member, the Operator may warn such member until the outstanding amount is fully paid, and suspend the membership of the member for an unspecified period.
- In the event the Operator lifts the membership suspension, written notice will be sent to the member's address registered with the SPA.

(3) Expulsion from SPA Membership

- If any member's failure of payment is not resolved within 10 days of the suspension of membership due to any delay in payment, or if any of the membership expulsion events specified in the SPA Rules applies to any member, the Operator may expel such member from membership of the SPA.
- In the event of expulsion from membership, written notice will be sent to the member's registered address.

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