

## **Membership Agreement for Non-Profit Organization Acceptions**

Established August 2012

### Article 1. Purpose of this Agreement

The purpose of this Agreement is to specify matters pertaining to the membership of the Non-Profit Organization “Acceptions” (hereinafter referred to as the “NPO”).

### Article 2. Types of Membership

A member of the NPO is an individual or a corporation who approves this Agreement and who has been admitted by the President of the NPO after submitting a Member Registration Form.

There are four types of members as provided below. A Regular Member is a constituent member of the NPO under the Act on Promotion of Specified Non-profit Activities (hereinafter referred to as the “Act”), who is entitled to vote in the General Assembly of the NPO.

1. Regular Member: An individual or a corporation who has joined the NPO in approval of the objectives of the NPO.
2. Individual Membership: An individual who has joined the NPO for the purpose of supporting the activities of the NPO and who does not have a voting right in the General Assembly.
3. Corporate Membership: A corporation who has joined the NPO in approval of the objectives of the NPO and for the purpose of supporting the activities of the NPO, and who does not have a voting right in the General Assembly.
4. Student Membership: A student who has joined the NPO in approval of the objectives of the NPO and who does not have a voting right in the General Assembly.

### Article 3. Application for Admission

An applicant shall submit a Member Registration Form to the President for admission to the NPO.

### Article 4. Approval of Admission

The President of the NPO may not approve admission of an applicant in any of the following cases:

1. The NPO has terminated the membership of the applicant in the past.
2. The NPO finds any item presented in the Member Registration Form to be false.
3. The NPO finds a valid reason to disapprove admission, in the case of a Regular Member.

### Article 5. Membership Fee

Each member shall pay an annual membership fee as provided below:

1. Regular Member 3,000 yen/year
2. Individual Membership one unit: 3,000 yen/year
3. Corporate Membership one unit: 10,000 yen/year
4. Student Membership one unit: 2,000 yen/year

The NPO shall issue a Membership Card to each admitted applicant.  
Membership fee shall be paid in one payment to a bank account designated by the NPO.

#### Article 6. Effective Term of Membership

Effective term of membership is provided below:

1. Effective term of membership shall be the same as the accounting year of the NPO, which begins on June 1 and ends on May 31 of the following year.
2. Effective term of membership shall begin on the date that the annual membership fee is paid in full, after the NPO has approved admission. The amount of annual membership fee to be paid by each member at the time of admission shall be: 100% of the annual membership fee if the member is admitted between June 1 and December 31, and 50% of the annual membership fee if the member is admitted between January 1 and May 31.

#### Article 7. Renewal of Membership

Unless membership has been cancelled, membership will be automatically renewed when the NPO confirms that the annual fee has been paid on or before May 31 every year.

#### Article 8. Cancellation of Membership

Membership of a member shall be cancelled in any one of following cases:

1. The member submits a notice of withdrawal to the NPO.
2. The member is deceased or adjudicated as missing, or the member organization is dissolved.
3. The member continually fails to pay the membership fee for one year or more.
4. The member is expelled by the NPO.

#### Article 9. Withdrawal from the NPO

A member may withdraw from the NPO by submitting to the President a notice of withdrawal, to be provided separately.

#### Article 10. Expulsion from the NPO

In any of the following cases, the NPO may expel the member from the NPO on the basis of assembly resolution. In such a case, the NPO shall provide the member with an opportunity to present an explanation prior to the resolution.

1. The member has violated any of the terms of this Agreement.
2. The member has damaged the reputation of the NPO, or has acted against the objectives of the NPO.

#### Article 11. Modification of this Agreement

On the basis of the Articles of Incorporation of the NPO, the NPO may add, modify or change the terms of this Agreement without the prior consent of the members.

#### Article 12. Nonrefundability of Money and Goods

Initial fee and membership fee that have already been paid or goods that have already been contributed by a member shall be nonrefundable.

#### Article 13. Governing Law and Jurisdiction

The law of Japan shall govern the interpretation of this Agreement.

If any matter requiring a lawsuit arises between a member and the NPO, the court having jurisdiction over the location of the NPO shall be the court of agreed exclusive jurisdiction for the member and the NPO.

#### Article 14. Good Faith

If any matter that is not provided herein arises between a member and the NPO, both parties shall consult with each other in good faith.