Okayama Sports Hall Co., Ltd. and Health Plaza Okayama Co.

Article 1 (Definitions)

Terms used in this Agreement are defined as follows

The term "the Facilities" shall mean the facilities and stores managed and operated by the Company itself or by third parties under contract to the Company, as determined by the Company. In addition, "Event" means any event or other activity organized by Minebea.

In the case of events and other activities hosted by the Company, the facilities and other activity sites to be used for such activities as determined by the Company on a case-by-case basis.

The "Club" shall mean OSK Sports Club, KENKO PLAZA SAIDAIJI or any other entity, regardless of name, that conducts individual business activities using, managing and operating the Facility as separately determined by the Company.

Users": Members, individuals who use the facility through use tickets, invitations, special discount tickets, etc., trial users, visitors as stipulated in Article 20 (Visitors), and other non-members who are permitted to use the facility.

Member": General members and corporate individual members.

General Member: Individuals who have entered into a membership contract (hereinafter referred to as "individual membership contract") with the Company after completing the admission procedures.

Corporate Member" A corporation, association, or other organization that has separately entered into a contract with the Company for use of the facility (hereinafter referred to as the "Corporate Membership Contract"; the Corporate Membership Contract and the Individual Membership Contract together are referred to as the "Membership Contract").

The "Corporate Member" is a corporation, association, or other group or organization that has separately concluded an agreement with the Company regarding use of the facility (hereinafter referred to as the "Corporate Membership Agreement", and together with the Corporate Membership Agreement and the Individual Membership Agreement, the "Membership Agreements").

The "Corporate Individual Member" is an organization or association that has entered into a corporate membership agreement with a corporation, partnership, or other organization

Corporate Individual Member: An individual who uses the Facility under a Corporate Membership Agreement.

Visitors" Guardians, caregivers, attendants, caretakers, visitors, and other individuals approved by the Company for membership in the Facility as visitors who do not intend to use the Facility.

Admission Fee" An admission fee determined separately by the Company

Membership Fee" Membership fee determined separately by the Company

Administrative Fees" Various administrative fees collected by the Company at the time of admission, reinstatement, transfer, withdrawal, and other procedures.

Usage Fees" Fees for personal training, lessons and other services, use of the Facility, use of other specified areas of the Facility, and rental equipment,

Other fees as determined by the Company or the facility's subcontractor on a case-by-case basis.

Article 2 (Terms and Conditions and Rules)

- 1. These Rules and Regulations shall set forth the basic terms and conditions to be complied with by customers and the Company with respect to admission to the Club and use of the Facilities.
- 2. The Company may establish such terms and conditions and rules as it deems necessary from time to time in operating the Club and providing the Facilities, or in organizing various lessons and schools or providing specific facilities (hereinafter referred to as the "Rules and Regulations").

The Terms and Conditions and the Rules and Regulations constitute the contents of the Membership Agreement. However, if there are separate provisions in the Corporate Membership Agreement, the Individual Membership Agreement, or the User Rules, those provisions shall take precedence.

Article 3 (Membership System)

The Club shall have a membership system, but KENKO PLAZA SAIDAIJI can be used by non-members by paying a fee each time they use the facility. The Club is operated for the purpose of providing a place where users can use the facilities, maintain and promote their health, deepen mutual exchange and friendship, and engage in cheerful and healthy socializing. 2.

- 2. Members, users, and the Company recognize that the Club is operated by the Company as a place for "health and happiness creation" for each individual, and mutually respect each other so that all users of the facility can spend their time comfortably.
- 3. the Company shall endeavor to maintain the Club and its facilities and provide services while taking into consideration the needs of members and users, as well as health and safety, so that members and users can use the Club and its facilities comfortably. In addition, the Company may, at its discretion, outsource the services provided to customers at the Facility to subcontractors. 4.
- 4. Members and users recognize that exercise and sports involve a certain amount of risk due to their nature, and when using the facility, members and users shall be responsible for their own physical condition and safety, and shall take mutual care to prevent injury or accident to themselves or other customers.
- 5. Members/Users understand that the Club may not be able to respond to individual requests due to the maintenance of order and individual circumstances.
- 6. Non-members shall also understand the purpose of this Article, and shall abide by these Rules and Regulations.

Article 4 < Membership Eligibility

- 1. The qualifications for membership in the Club are as follows. The Club may, at its discretion, approve or disapprove an application for membership, and shall not be required to give any reason for such disapproval or disapproval. In addition, the Club reserves the right to revoke a member's membership if the member is found to be ineligible for membership after the membership application has been processed.
- (1) Adults, male or female, who comply with the Terms and Conditions and the Club's rules and regulations. In the case of a minor, the consent of a person with parental authority is required, and the person with parental authority shall be jointly and severally liable for all responsibilities under these Terms and Conditions.
 - (2) Those who do not have any tattoos (including tattoos).
- (iii) Not be a person related to organized crime groups (e.g., a member of organized crime groups, a person who has not been a member of organized crime groups for 5 years, a quasi-organized member of organized crime groups, an officer or employee of a company related to organized crime groups, or a shareholder or substantial controlling person of a company related to organized crime groups, etc.).
 - (iv) You are not prohibited from exercising by a physician, etc., and have declared that there is no impediment to the use of this facility.

- (v) Have no disease that may be contagious or infectious to other customers.
- (6) Those who have no outstanding debts for past membership fees, administrative fees, usage fees, etc.
- (vii) The member has never been expelled or similarly punished from a sports club or other similar service operated by the Company or another company in the past.
 - (viii) Those who are deemed appropriate by the Company, in addition to those stipulated in the preceding items.
- 2. Pregnant women may use the service at their own risk and with consideration for their physical condition and safety, provided that they have permission from their doctor.
- 3. Persons with gender identity disorder or other sexual minorities may be permitted to use the facility after individual consideration in accordance with the criteria determined by the Company.

Article 5 (Formation of membership contract)

The membership contract between the customer and the Company shall be formed upon the customer's acceptance of the Terms and Conditions, and upon the customer's signing the membership agreement after completing the procedures for determining the membership type and payment of the membership fee as specified in Article 7 (Membership Type) (this series of procedures is hereinafter referred to as the "Admission Procedures"). However, if the Company has established a different procedure, it may use that procedure.

However, if the Company has established a different procedure, such procedure may be used. 2.

Article 15 (Prohibited Acts), Article 16 (Expulsion), and other rules and regulations regarding use of the facility shall apply to users other than members at the time they use the facility,

Article 6 (Membership Agreement)

Membership is granted to members. 2.

Members may not transfer, share, or lend their memberships to others.

Article 7 < Membership Types

1. The Company shall determine the type of membership according to the type of use of the facility by Fitness Members, School Members, and other Members on a case-by-case basis. 2.

The Company may add, change, or reactivate membership types at any time. 2.

Article 8 (Payment of Membership Fees, etc.)

- 1. The Company may determine or change the amount and details of the admission fee, membership fee, administrative processing fee, usage fee, etc., at the discretion of the Company and its subcontractors, and the changed fees and details shall be applied to all applicable users.
- 2. The membership fee must be paid regardless of whether or not the facility is used.
- 3. Payment of the membership fee shall be made by the means determined by the Company.
- 4. The admission fee, membership fee, and administrative fee paid by the member after the date of commencement of use declared by the member shall not be refunded, except under certain conditions.

In addition, if a member resigns from the Club and re-joins the Club, the member shall again pay the admission fee and administrative fee in accordance with the Company's rules and regulations.

Article 9 < Membership Certificate

The Company shall issue a membership card to the Member. 2.

2. Members shall present their membership cards when using the facilities, with the exception of certain school members. 3.

Members shall properly manage their membership cards and shall not transfer, share, or lend their membership cards to others. 4.

- 4. If a member loses or loses use of his/her membership card, the member shall immediately go to the facility for reissuance of the card.
- 5. The reissuance of a member's card will be subject to an administrative fee determined separately by the Company.
- 6. Users and corporate individual members who are not issued a membership card by the Company must present a certificate or use ticket equivalent to the membership card separately determined by the Company when using the facility.
- 7. If the Club used by a Member has established a membership authentication method in place of the Member's card, the provisions of some or all of the preceding paragraphs shall not apply, and the method shall be in accordance with the method established by the Club concerned.

Article 10 (Customer Information)

1. Upon enrollment and use of the Facilities, a Member shall correctly report to the Company his/her address, name, age, gender, contact information, emergency contact information, medical history, and other customer information (hereinafter referred to as "Customer Information").

In the event of any change in such information, the Member shall promptly notify the Company of such change. 2.

- 2. Except as otherwise provided herein, the Company shall use and manage the Customer Information in accordance with the Company's Privacy Policy, and may disclose the Customer Information to the customer's family, company, hospital, or other medical personnel to the extent necessary in the event of an accident or injury within the Facility.
- 3. In addition to the provisions of Paragraph 1 of this Article, the Company may collect customer information from individual customers as necessary. In such cases, the Company shall obtain consent from the customer regarding the purpose and use of such collection,

In such cases, the Company shall obtain consent from the customer regarding the purpose and use of such collection. The method of obtaining such consent shall be in accordance with the Personal Information Protection Law and other applicable laws and regulations. 4.

The Company shall respond based on the customer information declared by the customer, and shall not be liable for any disadvantages incurred by the customer due to the customer's failure to correctly declare the customer information to the Company.

The Company shall not be liable for any disadvantage incurred by the customer due to the customer's failure to correctly report the customer information to the Company. 5.

5. The Company may provide the customer information of a Corporate Individual Member and the usage of the Facilities in accordance with the Corporate

Membership Agreement between the Corporate Member to which such Member belongs and the Company.

6. The Company shall properly manage customer information in accordance with its internal rules.

Article 11 (Cancellation of Membership Agreement)

The Company may cancel the membership contract if it determines that any of the following conditions applies to a member

- (1) If a member is found to be in violation of the conditions stipulated in Article 4 (Membership Eligibility).
- (2) If it is found that a member has made a false declaration or concealed a material fact during the admission procedure.
- (iii) If the information declared to the Company in the admission procedure is found to be incomplete or false, and the Company deems it inappropriate for the member to use the facility.

Article 12 (Suspension and Reinstatement of Membership)

1. OSK Sports Club members may take a leave of absence from the Club due to a long-term business trip, injury or illness, or other unavoidable reasons. In case of self-suspension, the member shall submit a self-suspension notice to the Company in accordance with the prescribed procedure and pay the prescribed self-suspension fee. 2.

When the period of self-suspension at the time of self-suspension notification has elapsed, the membership will be automatically reinstated, and the member shall pay the prescribed membership fee from the following month of the self-suspension period.

Article 13 (Cancellation of membership)

- 1. If a member wishes to withdraw from the membership, the member shall follow the withdrawal procedure prescribed by the company (hereinafter referred to as "withdrawal procedure").
- (1) The withdrawal procedure shall follow the prescribed procedure and submit a "notice of withdrawal" to the company at the reception desk.
- (2) If there is any membership fee already paid based on the long-term contract, the Company shall refund the membership fee for the unexpired month based on a separately determined calculation formula.
- 2. a member may unconditionally cancel the membership agreement in writing until 8 days have elapsed from the date of commencement of use of the various agreements based on this agreement, which is separately determined by the company. In this case, the company will promptly refund the admission fee and the full amount of the membership fee received. However, this shall not apply to the costs incurred in the admission procedure. 3.

The relationship between the date of completion of the withdrawal procedure and the date of withdrawal from membership shall be as follows, and the membership contract shall terminate on the date of withdrawal.

(1) If the withdrawal procedure is completed by the 10th of the month in which use of the facility ends (or the preceding business day if the facility is closed), the withdrawal date shall be the last day of the month in which the withdrawal procedure is completed or the last day of any subsequent month,

The withdrawal date shall be the last day of the month in which the withdrawal procedure is completed or the last day of any subsequent month, as specified by the member during the withdrawal procedure.

In the event that the withdrawal procedure is completed after the 10th of the month (or the preceding business day if the facility is closed), the date of withdrawal shall be the last day of the month following the month in which the withdrawal procedure is completed or the last day of the month thereafter, as specified by the member at the time of the withdrawal procedure. 4.

4. the member shall be required to pay the membership fee up to the date of withdrawal regardless of whether or not the member uses the facility. In addition, upon withdrawal from the membership, the member shall complete payment of all outstanding administrative fees, usage fees, and any other fees due by the date of withdrawal.

Article 14 (Automatic Withdrawal from Membership)

If a member fails to pay the membership fee for three consecutive months, the Company may cancel the membership. This does not relieve the member of the obligation to pay the membership fee, administrative fees, usage fees, or any other obligations.

Article 15 < Prohibitions

- 1. Customers shall not engage in any of the following acts in connection with the operation of the Club. If you engage in any of such conduct, the Company may demand that you cease such conduct, cease using any or all of the facilities of the Facility, or leave the Facility.
- (1) Striking, punching, kicking, pushing, grabbing, or any other violent behavior toward other customers or the Company's staff.
- (2) Committing theft, voyeurism, eavesdropping, peeping, molestation, exposing oneself, spitting, or other acts that are offensive to the law or public order and morals
- (iii) Taking equipment, etc. from the facility, damaging the facility by hitting, punching, kicking, graffiti, etc., or defiling the facility by defecating in an area other than the designated area.
- (iv) Bringing dangerous items such as knives into the facility.
- (v) Engaging in political or religious activities inside the facility
- (6) Conducting sales activities, news gathering activities, solicitation activities, signing petitions, distributing leaflets, posting posters, taking photographs, etc. in the facility without permission.
- (vii) Entering the facility while under the influence of alcohol and using the exercise area or bathing facilities.
- (viii) Using the facility without fulfilling any outstanding obligations such as membership fees, administrative fees, usage fees, etc.
- (ix) Monopolizing a specific area of the facility for an extended period of time without permission.
- (10) Staying in the facility after business hours.
- (11) Participating in a lesson after the time of entry to the room.
- (2) Canceling a reserved instruction or lesson without permission.
- (®To verbally abuse, slander, harass, stare at, ambush, follow, stalk, force personal companionship or engage in other disruptive or inappropriate behavior toward other guests, the Company or its staff.
- (iv) Bringing animals into the facility
- (xv) Smoking (including electronic cigarettes) inside the facility

- (iv) Repeating the same opinions, requests, etc. regarding the operation of the Club after receiving a response from the Company, demanding lengthy or frequent interviews, phone calls, or other contact with the Company's staff, or requesting the delivery of written documents.
- 2. if the Company deems that the customer has any of the following reasons, the Company may suspend the customer's use of all or part of the facilities of the facility, or request the customer to leave the facility.
- (1) When it is found that the customer has violated Article 4 (Qualifications for Admission)
- (2) In the event that the Company deems it inappropriate for you to use the facilities, such as if you are in poor health, have contracted a contagious disease, have not fully recovered from an injury, or are otherwise inadequate to use the facilities
- (iii) When the Company deems it inappropriate for you to use the facility due to unresolved disputes with the Company or other customers
- (iv) When a user or visitor accompanying a customer does not cooperate with the Company's staff regarding the conduct of the user or visitor, despite requests or instructions from the Company's staff
- (v) When the Company deems that the behavior of the customer has not been corrected despite the Company's request for correction from the viewpoint of safety and order maintenance at the facility.
- (6) When the customer has been expelled from the Company in the past
- (vii) In addition to the above, if the Company deems that the customer's behavior is contrary to the purpose of Article 3 (Membership System) and is a hindrance to the operation of the Club.
- 3. the Company reserves the right to deny entry to the facility to any customer who falls under any of the items of the preceding two paragraphs.

Article 16 (Expulsion)

- 1. If a member is found to have committed any of the acts listed in Article 16, Paragraph 1, Items (1) through (5), the Company may immediately expel the relevant member. 2.
- 2. If any of the actions in Paragraph 1 of the preceding article or Paragraph 2 of the preceding article is applicable to a member, and if the member fails to correct the situation when the Company requests correction, the Company may expel the relevant member. 3.

If the expulsion is made orally, a written confirmation of the expulsion will be sent to the member at a later date. 4.

4. Expulsion shall take effect when the notice in the preceding paragraph reaches the member. However, if the notice does not reach the member due to the member's failure to provide correct contact information, etc., it shall be deemed to have arrived at the time it would normally have arrived. 5.

If a member is expelled, the membership contract between the company and the member is terminated at the same time as the expulsion.

Article 17 (Loss of Membership)

If any of the following events occurs to a member, the membership is forfeited.

- (1) If the member resigns membership.
- (2) If a member is expelled from membership
- (iii) In the event of the death of a member
- (iv) When a corporate membership agreement is terminated
- (5) When the Club is dissolved or the facility is closed.

Article 18 (Business Days and Hours)

Business days and hours are determined separately for each facility.

Article 19 (Terms and Conditions of Use)

1. The Company may restrict the use of all or part of the Facilities by Members or require reservations when deemed necessary for competitions, schools or other events, or for the management of the Facilities.

The Company may allow third parties other than Members to use all or part of the Facilities.

Article 20 < Visitors

- 1. OSK Sports Club Members may be accompanied by a Visitor. However, the Company reserves the right to deny admission to a Visitor if the Visitor does not meet the qualifications for membership as stipulated in Article 4 (Qualifications for Membership). 2.
- 2. the extent to which the Visitor may use the Facility shall be the same as that of the Member accompanying the Visitor. However, the Company may limit the scope of use when deemed necessary. 3.
- 3. The Company may grant use of the facilities to visitors and trial users of other clubs managed and operated by the Company.
- 4. The Member shall be jointly and severally liable with the Visitor for any and all responsibilities related to the Visitor accompanying the Member.

Article 21 (Closure)

- 1. The Company may close all or part of this facility in the following cases
- (1) When the Company deems it necessary due to weather, disasters, sudden accidents, or other unavoidable reasons
- (2) In the event of a significant change in laws and regulations, administrative guidance, socioeconomic conditions, or other unavoidable circumstances
- (iii) When the Company deems it necessary for inspection, repair, or renovation of the facility or for other operation and management of the facility
- (iv) When the Company deems it necessary due to a certain period of closure during the year-end and New Year holidays or summer season, or for other reasons at the Company's convenience
- (v) When stipulated in the specifications from the contractor.
- 2. when all or part of the facility is closed, the Company may, at its discretion, refund, reduce or exempt the membership fee or take other measures.

Article 22 < Theft and Loss

1. Even though the Club is a membership club or a public facility with a membership system, you recognize that the Facility is a facility used by an unspecified number of people other than members, and you shall properly manage your belongings to prevent them from being lost or stolen.

The Company shall not be liable for any compensation for any loss or theft of your belongings while you are using the facility, except in the case of intentional or

negligent acts on the part of the Company.

Article 23 < Dissolution and Closing of the Club

- 1. OSK Sports Club may dissolve the Club or close the Facilities at its discretion.
- 2. The Company shall not make any guarantee to the Member with respect to the dissolution or closing of the OSK Sports Club.

Article 24 (Revision of the Terms and Conditions and Rules)

The Company may, at its own discretion, revise the Terms and Conditions, and establish or amend bylaws and rules of use, which shall be effective for all customers.

Article 25 (Notices and Communications)

- 1. In principle, the Company's notices and communications to Clients shall be posted on the Company's website and at the Facilities, and Clients shall take note of such notices and communications from the Company.
- 2. Notwithstanding the preceding paragraph, the Company may, depending on the content and nature of the notice or communication, send it to you by mail, e-mail, distribution of handouts in the facility, verbal communication, or other means as the Company may determine in each case.

The Company shall make such notices and communications by such means as mail, e-mail, distribution of materials in the facility, verbal communication, etc., as the Company may determine in each case. The Company may also send important notices deemed necessary to customers who have previously refused to be contacted by the Company.

The Company shall not be liable for any failure of a document or e-mail to reach the customer.

Article 26 (Advance Notice Period)

- 1. The Company shall give prior notice of important matters to the customer in accordance with the following items.
- (1) Dissolution or closure of OSK Sports Club facilities, or long-term closure: 3 months in advance
- (2) When the facility is closed: 1 month in advance
- (iii) Revision of these Rules and Establishment or revision of important rules and regulations similar to these Rules and Regulations: 1 month in advance
- (iv) Revision of admission fee, membership fee, administrative fee, usage fee, etc.: 1 month in advance
- (v) Matters other than the above: At the Company's discretion on a case-by-case basis. 2.
- 2. The Company may shorten the notice period for matters stipulated in the preceding paragraph if it deems it urgent. 3.
- 3. Notwithstanding the preceding two clauses, the Company may announce information related to the operation of the facility or provision of various services at any time without setting a prior notice period,

In such cases, the contents of the notice shall be deemed to be published at the time of the notice.

Article 27 (Issuance)

This Agreement shall become effective on March 1, 2024.