

## Online Service Terms of Use and Corporate Membership Terms

### Overview Regarding Online Application

- 1 The Board Directors Training Institute (BDTI) requires the following individuals to complete online registration.
  - 1.1 Corporate members as defined in the “Corporate Membership Agreement” below (hereinafter referred to as “Members”).
  - 1.2 Individuals wishing to use BDTI's online services for registered users (hereinafter referred to as “Individual Users”).
2. Members are required to pay an annual membership fee; however, registration for Individual Users is free of charge.
3. Online registration requires approval by BDTI. Please note that the approval process may take some time.
4. Members who have completed online registration may use the Service in their capacity as Members without undergoing BDTI's approval process again. When registering online, both Members and Individual Users must review both the “Online Service Terms of Use” and the “Corporate Membership Rules & Agreement” below.

### Online Service Terms of Use

These online service terms of use (these “Terms of Use”) for persons or companies which obtain an online account set forth the necessary matters regarding the use of the services provided online (the “Services”) by BDTI listed in 1.2. These Terms of Use apply to all users.

#### Chapter 1 General Provisions

##### 1.1 Service Users

1. The persons who may use the Services are Corporate Members and Individual Users (each referred to below as a “User”).

##### 1.2 Content of the Services

At present, the content of the Services comprises use of the Director Bank Service, which is currently free. Although use of the Director Bank Service is currently free, it is possible that “paid” services will be added in the future.

##### 1.3 User Qualification Conditions

The conditions for qualification as a User are as set forth below, and Users are required to agree to fulfill the following qualification conditions when they join or register. If it is discovered after registration that a User does not satisfy any qualification condition, the User's registration will be revoked immediately and the User will be unable to use the Services:

- (1) The User understands the details of these Terms of Use, and agrees to abide by them; and
- (2) The User is not (i) an organized crime group, (ii) member of an organized crime group, (iii) a former member of an organized crime group, (iv) quasi-member of an organized crime group, (v) organized crime group affiliated enterprise, (vi) corporate extortionist (such as a person who extorts companies by threatening to disrupt shareholder meetings), (vii) extortionist in the guise of a social activist, etc., (viii) white collar organized crime group, or (ix) any other party equivalent to (i) through (viii) (collectively "Antisocial Force"), and does not have a close relationship with an Antisocial Force.

#### **1.4 Prohibited Activities**

Users must not conduct any of the following activities:

- (1) Unauthorized use of any program, software, or software code, etc. ("Programs, etc.") that BDTI uses or provides in relation to the Services;
- (2) Actions that cause or may cause malfunction of the Services;
- (3) Reproduction, modification, distribution, transfer, or lending, etc. of Programs, etc. (except for actions permitted elsewhere in these Terms of Use); and
- (4) Damaging BDTI's reputation or standing, or obstructing the business of BDTI (including, without limitation, the unauthorized use of passwords and data hacking, etc.).

#### **1.5 Disclaimer**

1. Users must manage and use the user account and password required for their use of the Services at their own responsibility, and must not transfer or lend them to, or allow their use by, a third party. BDTI shall bear no liability whatsoever in the event that a User or a third party incurs any damage, loss, or other detriment whatsoever due to the theft or unauthorized use of a user account and password, or any other cause not attributable to BDTI.
2. BDTI shall bear no liability whatsoever for any damage, loss, or other detriment incurred by Users or a third party due to another User's violation of these Terms of Use.
3. BDTI makes no guarantee that Programs, etc. will operate smoothly, or at all, on Users' computers.
4. BDTI shall bear no liability whatsoever for any damage, loss, or other detriment whatsoever incurred by any User or third party due to a User being unable to use all or part of the Services due to causes such as a system crash, telecommunications failure, or system maintenance, etc.

## **1.6 Copyright and Other Rights**

Copyrights and other rights in Programs, etc. all belong to BDTI.

## **1.7 Handling of Personal Information**

BDTI shall only use registered information and other personal information acquired by the Services to the extent necessary for the proper operation and management of the Services, and such use shall be governed by the provisions of these Terms of Use and BDTI's Privacy Policy

(<https://bdti.or.jp/en/privacy-policy/>).

## **1.8 Revocation of User Registration, and Suspension or Termination of Use**

BDTI may revoke a User's registration, or suspend or terminate a User's right to use all or part of the Service without providing the User with any prior notice (i) if a User violates these Terms of Use, (ii) if BDTI discovers that a User does not satisfy the qualification conditions set forth in 1.3, or (iii) if BDTI determines, taking into account the aim of BDTI or the aim and purpose of the Services, that continued use is not appropriate.

## **1.9 Service Modifications**

BDTI may from time to time modify or abolish all or part of the content of the Services without prior notice to Users.

## **1.10 Amendment of these Terms of Use**

BDTI may from time to time amend all or part of these Terms of Use without prior notice to Users, and any such amendment shall apply to all Users from the time it is posted on BDTI's website.

## **1.11 Governing Law**

These Terms of Use are governed by the laws of Japan.

## **1.12 Jurisdiction**

The Tokyo Family Court or the Tokyo District Court will have exclusive jurisdiction as the court of first instance with respect to any dispute whatsoever arising in connection with use of the Services.

# **Chapter 2 Rules Regarding the Director Bank**

Users shall abide by the rules set forth below when using the Director Bank Service.

### 2.2.1 Director Bank Service

1. The Director Bank Service is for the purpose of providing information on registered persons (“Registered Persons” or “Registered Person” as required by the context) who wish to serve as directors, audit & supervisory board members, executive officers, or directors of general incorporated associations (“Directors, etc.” or “Director, etc.” as required by the context) to registered companies or other organizations (“Registered Companies” or “Registered Company” as required by the context, irrespective of the type of entity or organization; with Registered Persons and Registered Companies collectively referred to herein as “Registered Parties”) that wish to hire or search for Directors, etc. For clarity, the purpose of the Director Bank Service is not to carry out “employment placement” (*shokugyo shokai*) as defined by the Employment Security Act.
2. The Director Bank Service may only be used for the purpose of hiring or searching for Director, etc. candidates (in the case of Registered Companies) or for the purpose of seeking positions as Directors, etc. with companies or other organizations (in the case of Registered Persons). Registered Companies may also use the Director Bank Service not only for appointing Directors, etc. to their own boards, but also for appointments at their subsidiaries and affiliates, recommending Directors, etc. to companies in which they invest, or (in the case of Registered Companies carrying out personnel placement, etc.) seeking Directors, etc. on behalf of clients. However, Registered Companies must use the Director Bank Service themselves and may not allow any third party (meaning a subsidiary, affiliate, company in which they invest, or client, etc.) to use the Service directly.

## 2.2 Registered Information

1. BDTI provides no guarantee whatsoever with respect to the reliability, accuracy (including whether a Registered Person is who they claim to be and whether or not the information is current or has been fully updated), or sufficiency (whether all necessary information was included or not) of the information that is input or uploaded when a Registered Person uses the Director Bank Service (including any PDF or other files of résumés provided by a Registered Person; hereinafter “Registered Information”).
2. If BDTI determines that any Registered Information is inappropriate in terms of the aim and purpose, etc. of the Director Bank Service, BDTI may carry out necessary acts, such as removing or deleting the Registered Information in question, without providing advance notice to Registered Persons.
3. Registered Companies shall only use Registered Information to the extent necessary for the purpose of the Director Bank Service, and shall also limit disclosure to the extent of such purpose when disclosing or providing information to their subsidiaries, affiliates, companies in

which they invest, or clients. Please note that the initial contact with Registered Persons must be made by the Registered Company itself, and no third party may directly contact a Registered Person before initial contact is made by the Registered Company. When Registered Companies make the initial contact with a Registered Person, please inform them that you used the Director Bank Service.

### **2.3 Services Not Provided by BDTI**

1. BDTI shall not have any involvement whatsoever in the negotiation of separate contractual terms between Registered Companies and Registered Persons (including acting as a liaison for communications and arranging meetings, etc.), and negotiations shall be carried out at the responsibility of Registered Companies and Registered Persons themselves.
2. BDTI will not answer separate inquiries from Registered Companies regarding Registered Persons that exceed the provision of Registered Information contemplated by the Director Bank Service.
3. BDTI will not disclose to any Registered Person information regarding any Registered Company or the Director Bank use status of any Registered Company (irrespective of whether or not the Registered Company requested the Registered Information of such Registered Person), even at the request of such Registered Person.

### **2.4 Use, and Disclosure to Third Parties, of Information Regarding the Director Bank Service**

1. For reference purposes for Registered Persons who use the Director Bank Service, BDTI does list on its Director Bank website and other BDTI websites the names of certain companies and organizations that are Registered Companies if they have given their permission. Such publication, however, is at the discretion of BDTI, and BDTI does not guarantee that a Registered Company will be listed. Under no circumstances will a Registered Company that has not given its permission be listed.
2. BDTI may request Registered Parties to participate in surveys, etc. regarding use of the Director Bank Service, so we thank you in advance for your cooperation. The results of surveys will be used to improve the Director Bank Service. BDTI may also provide the results of surveys to future Users for reference purposes (however, the names of Registered Parties will be omitted). Please note that the decision as to whether to disclose the results is at the discretion of BDTI, and BDTI does not guarantee the disclosure thereof.

### **2.5 Other Disclaimers Regarding Use of the Director Bank Service**

BDTI shall bear no liability whatsoever for any damage, loss, or other detriment whatsoever incurred

by Registered Parties or other third parties arising from any dispute or claim between Registered Persons and Registered Companies, their subsidiaries, affiliates, clients or companies in which they invest, which occur as a result of contacts, negotiations, employment as a Director, etc. or any other contact resulting from the Director Bank Service or arising as an opportunity because of the Director Bank Service. Moreover, BDTI does not guarantee or vouch for the quality and capability as Directors, etc. of any Registered Person in any respect whatsoever. Please be advised that our organization does not conduct prior verification regarding registrants' relationships with antisocial forces or similar entities.

### **Supplementary Provisions**

1. These Terms of Use were approved on March 19, 2018, and will take effect from July 1, 2018.
2. The Rules for Corporate Accounts will be abolished upon these Terms of Use coming into effect.
3. The revised terms and conditions shall take effect on June 1, 2025.

## **Corporate Membership Rules and Agreement**

### **Article 1 (Purpose)**

This Agreement (hereinafter, the “Agreement”) sets forth the rules for Corporate members of The Board Director Training Institute of Japan (hereinafter, “BDTI”) with respect to admission, payment of dues, and other matters.

### **Article 2 (Corporate Member)**

A “Corporate member” shall refer to only those juridical persons, or other organizations which have applied to be such in compliance with all provisions of this Agreement, and which BDTI has accepted as such. There are two types of corporate membership: Corporate Members and Special Corporate Members.

### **Article 3 (Admission)**

1. An organization desiring to become a Corporate member must submit the Corporate member application form in the format determined by BDTI. The applicant must set forth in the form the number of membership units it wishes to obtain.
2. After the aforementioned application form has been submitted, BDTI will promptly determine whether the applicant is qualified to become a corporate member, and if so, will notify the applicant.
3. The procedures referred to in the two preceding clauses shall be carried out online, using an online application form separately designed and created by BDTI.

#### **Article 4 (Annual Dues)**

1. Each year, Corporate members will pay to BDTI annual dues in the amount set forth on a chart that has been approved by the board of directors of BDTI.
2. Payment of the aforementioned dues shall be made by the method and at the timing determined by BDTI separately from this Agreement.
3. The dues referred to in this Article shall in no case be refundable, irrespective of the expulsion of (or withdrawal by) a particular Corporate member, or for any other reason.

#### **Article 5 (Benefits)**

Corporate members may receive benefits as decided by BDTI separately from this Agreement, depending on the number of “units” held by each Corporate member.

#### **Article 6 (Withdrawal or Expulsion)**

1. At any time, a Corporate member may withdraw its membership, by submitting the withdrawal application in the format as separately determined by BDTI.
2. In any case where it has been revealed that a Corporate member has misrepresented any of the facts in the Corporate member application form, or a Corporate member has violated a provision of this Agreement, or a where a User’s registration has been revoked pursuant to Article 1.8 of the Terms of Use for Online Account Holders because it has been revealed that such User does not satisfy the qualification conditions set forth in Article 1.3 of the Terms of Use for Online Account Holders, or where a Corporate member has damaged the reputation of BDTI in some way, or where there is any other just cause such as affiliation with organized crime or other just cause, BDTI may expel that organization as a Corporate member following a decision to do so by BDTI’s board of directors.

#### **Article 7 (Loss of Qualification as a Corporate Member)**

In addition to the provisions of the preceding Article, a Corporate member will lose its qualification to remain as such if any of the following conditions exist:

- (1) The Corporate member has been liquidated or dissolved; or
- (2) The payment described in Article 4 above has been in arrears for one month or more.

#### **Article 8 (Publication/Disclosure of Corporate Members’ Industry and Name)**

If given permission by a Corporate member, BDTI may publish and disclose the name and industry type of that Corporate member in any materials explaining about BDTI, including BDTI’s web site.

#### **Article 9 (Detailed Matters and Rules)**

The Representative Director of BDTI may determine any other more detailed matters or rules, as required for implementation of this Agreement.

#### **Article 10 (Changes)**

Any changes to this Agreement can and shall be made based on decisions by BDTI's board of directors.

#### Supplementary Provisions

1. These regulations shall take effect on September 28, 2010.

#### Supplementary Provisions (Revised June 8, 2012)

1. These revised regulations shall take effect on June 8, 2012.

#### Supplementary Provisions (Revised March 24, 2016)

1. These revised regulations shall take effect on March 24, 2016.

#### Supplementary Provisions (Revised March 19, 2018)

1. These revised regulations shall take effect on July 1, 2018.

#### Supplementary Provisions

1. These revised regulations shall take effect on March 24, 2025.