



# TOKYO AMERICAN CLUB

一般社団法人 東京アメリカンクラブ

## GENERAL RULES

As of December 12, 2024

## TOKYO AMERICAN CLUB

### GENERAL RULES

Chapter I	Club Members .....	1
Section 1	Categories of Club Members .....	1
Section 2	Temporary Privileges .....	3
Section 3	Requirements to Become Club Members.....	3
Section 4	Company Regular Membership Privileges .....	3
Chapter II	Procedures for Admission as Club Member .....	4
Section 5	Application Forms .....	4
Section 6	Proposer and Seconder.....	4
Section 7	Submission of Application.....	5
Section 8	Payments Required with Application .....	5
Section 9	Screening Process.....	5
Section 10	Election to Membership .....	6
Section 11	Evidence of Membership or Temporary Privileges .....	7
CHAPTER III	Transfers and Changes .....	7
Section 12	In General .....	7
Section 13	Transfer of Company Membership .....	9
Section 14	Transfer of Senior and Emeritus Membership .....	9
Section 15	Succession to Membership .....	9
Section 16	Overseas Membership.....	10
Section 17	Life Memberships .....	10
Section 18	Member Emeritus .....	10
Section 19	Resignation of Club Members .....	11
Section 20	Disciplinary Suspension and Expulsion of Club Members .....	11
Section 21	Settlement of Accounts Upon Resignation or Expulsion .....	12
CHAPTER IV	Financial Obligations of Club Members .....	12
Section 22	In General .....	12
Section 23	Bonds.....	13
Section 24	Schedule of Charges for Club Members .....	13
Section 25	Deadlines for Payments.....	14
Section 26	Club Members' Accounts .....	15
Section 27	Delinquency .....	15
Section 28	Waiver of Dues .....	16
CHAPTER V	Voting Members, Nomination, Election and Balloting Procedures .....	16
Section 29	Voting Members .....	16
Section 30	Nominations for Governor.....	17
Section 31	Electioneering .....	18
Section 32	Notices of General Meetings .....	18
Section 33	Resolutions, Etc.....	18
Section 34	Voting .....	18
Section 35	Procedures in Case of Lack of Quorum at General Meetings .....	19
Section 36	Tellers.....	19
Section 37	Counting Votes for Governors .....	20
Section 38	The Board Election of the Representative Governor.....	20
CHAPTER VI	Board of Governors & Committees .....	20
Section 39	General .....	20
Section 40	Meeting Attendance .....	21
Section 41	Committee Authorities and Limitations .....	22
Section 42	Committee Structure and Description.....	22
Section 43	Special Committees .....	26

CHAPTER VII Administration .....	26
Section 44 General Manager .....	26
Section 45 Other Employees .....	27
Section 46 Statutory Auditor .....	27
CHAPTER VIII Guests and Temporary Privileges .....	27
Section 47 Guests.....	27
Section 48 Temporary Privileges .....	28
Section 49 Reciprocal Arrangements with Other Clubs .....	29
CHAPTER IX Use of Club Cards.....	30
CHAPTER X Business Relations between the Club, its Members, and its Employees.....	30
CHAPTER XI Amendment of General Rules .....	31
CHAPTER XII Miscellaneous .....	31

## CHAPTER I CLUB MEMBERS

### Section 1 Categories of Club Members

The Club shall have the following categories of Club Members:

#### **1. Regular Members**

Regular Members are Club Members who have the right to choose to become Voting Members as follows:

- (1) **Resident Regular Member:** Regular Members who reside in Japan
- (2) **Non-Resident Regular Member:** Regular Members who reside in Japan outside the Kanto area. (Discontinued in 2011, existing members are grandfathered.)
- (3) **Company Regular Member:** Regular Members who are principals and/or employees of sole proprietorships, partnerships, associations or legal entities which have acquired Memberships as provided for elsewhere herein.
- (4) **Term Regular Members:** Regular members who have a membership of a fixed but extendable term and are registered as a foreign resident under the Japan Basic Residents Registration Act, a Juminhyo (resident record) certificate may be required to prove eligibility; or must be a foreign national residing outside of Japan.

#### **2. Family Members**

Family Members are Club Members who are the spouse of members (Regular, Special, Honorary, Overseas, Life, Senior and Satellite Club), children of members (Regular, Special, Honorary, Overseas, Life and Senior) who have not attained the age of twenty-one (21), and other persons who reside with a Club Member (Regular, Special, Honorary, Overseas, Life and Senior) who have not attained the age of twenty-one (21). Spouses are those persons who have been designated as such on a case-by-case basis by the Board of Governors.

#### **3. Adult Family Members**

Adult Family Members are dependent parents, children or other persons who have attained the age of twenty one (21) and reside with Club Members. Each Adult Family Member must receive the specific approval of the Board of Governors and is subject to annual renewal and approval by the Board of Governors.

#### **4. Special Members**

(1) Special Members are Club Members residing in Japan who are employed by charitable, educational, cultural, religious or governmental organizations or who are employed in other nonprofit activities and who, in the opinion of the Board of Governors, have made or will make significant and important contributions to the Tokyo American Club community.

(2) Membership is a fixed two-year term which may be extended one or more times, subject to the review of the Membership Committee and approval by the Board of Governors. Should the Special Member leave the organization under which they initially applied for Membership, the Membership will be terminated and moneys due will be refunded.

(3) An application for a Special Membership or extension of a Special Membership will be reviewed based on one or more of the following, as deemed appropriate by the Membership Committee and approved by the Board of Governors.

- Annual essay outlining their intended and/or actual usage of the Club and their support of the Club as an organization.
- \*Minimum spend of 30,000 yen per quarter, excluding dues, by either the Member or the Member's organization.
- Promotion of the Club to non-Members and/or other organizations.
- Participation in Club governance and/or committee involvement.
- Access made available to non-Club facilities for Members, e.g. outdoor athletic facilities.
- Embassy affiliated Special Members are encouraged to participate in the Club community, but are exempt from providing specific contributions.

\*The minimum spend requirement will be applied based on the Membership Committee's assessment (supported by Management and approved by the Board of Governors) of the financial capability of the prospective Special Member or their organization, as applicable.

## **5. Honorary Members**

Honorary Members are Club Members whose Membership, because of their positions in the community and country will advance the aim of and otherwise substantially benefit the Club or who have exceptionally distinguished themselves in their fields of endeavor or in extraordinary services to their respective nations, to the community or to the Club to the extent that, in the judgment of the Board of Governors, special honor and privilege should be given them.

## **6. Overseas Members**

Overseas Members are Club Members who reside outside Japan and who, at the time of their application, resided outside Japan. If an Overseas Member or his or her family resides in Japan for three (3) consecutive months, he or she shall automatically become a Regular Member with the rights and responsibilities attendant thereto. Companies located either inside or outside Japan may have Overseas Members. (This membership category was discontinued in 2011 and these provisions apply to those members who were Overseas Members as of the date of discontinuance only.)

## **7. Life Members**

(1) Life Members are Regular Members (except Term Regular Members), Senior Members or Junior Members who have moved their residence outside Japan and who, on leaving Japan have taken the steps prescribed in these General Rules to continue their rights as a Club Member.

(2) A Life Member shall have neither the right to hold office nor the right to vote unless and until he or she shall again reside in Japan, notifies the Club in writing that he or she desires to reassume the full rights and responsibilities of a Regular Member and chooses to become a Voting Member.

## **8. Senior Members**

(1) Senior Members are Regular Members other than Company Members residing in Japan who have attained the age of sixty-five (65), who have been dues-paying Members in good standing for twenty (20) years or more and whose applications for this designation have been approved by the Board of Governors.

(2) A Senior Member shall have neither the right to hold office nor the right to vote.

## **9. Junior Members**

(1) Junior Members are sons and daughters of existing Club Members, from age twenty-one (21) to twenty-nine (29).

(2) A Junior Member shall have neither the right to hold office nor the right to vote.

## **10. Satellite Club Members**

(1) Satellite Club Members are Club Members who have the right to choose to become Members as follows:

(a) Resident Satellite Club Member: Satellite Club Members who personally acquired a Membership.

(b) Company Satellite Club Member: Satellite Club Members who are principals and/or employees of sole proprietorships, partnerships, associations or legal entities which have acquired Memberships as provided for elsewhere herein.

(2) Satellite Club Members are Club Members with rights to utilize only the satellite facility they joined , except as may otherwise be provided for in the House Rules or as set forth in this Section 1.10.

(3) A Satellite Club Member shall not have access as a Member to the Tokyo American Club in Azabudai facility other than to attend a General Meeting of the Club.

(4) A Satellite Club Member shall have neither the right to hold office nor the right to vote.

## **Section 2 Temporary Privileges**

1. The privilege of using the Club facilities on a temporary basis may be given, at the discretion of, and for a time and under conditions determined by, the Board of Governors, to the following persons:

- (1) Applicants for Membership in accordance with Chapter II, Procedures for Admission as Club Member
- (2) Members of families of Club Members who live abroad and are temporarily visiting Japan
- (3) Bona fide short-time visitors to Japan
- (4) Members of other clubs with which the Club has established reciprocal arrangements
- (5) Other persons where it is considered in accordance with the objects and interests of the Club to do so.

2. Persons granted the privilege of using the Club facilities on a temporary basis shall be required to abide by the Articles of Association, these General Rules and House Rules.

## **Section 3 Requirements to Become Club Members**

1. Candidates to become Club Members shall be persons of good character, financial standing, and reputation.

2. The acceptability as a Club Member shall be approved as provided in the Articles of Association and these General Rules and finally decided by resolution of the Board of Governors.

3. Standards to be applied to determine eligibility for, classification of, and qualification to continue status as a Club Member shall be decided by the Board of Governors subject to the provisions hereof.

## **Section 4 Company Regular Membership Privileges**

1. Sole proprietorships, partnerships, associations, or legal entities that desire to have their principals and/or employees join the Club as Company Regular Members or Company Satellite Club Members (hereinafter collectively referred to singularly as "Company" and plurally as "Companies"), may acquire the status of Company Members for their bona fide principals and/or employees subject to terms and conditions set forth in this Section 4.

2. A Company's right to hold the status of Company Members for their principals and/or employees shall initially be established by election to Membership as Company Regular Members or Company Satellite Club Members of the number of persons specified in these General Rules, payment of their full entrance fees, and fulfillment of all other conditions of entrance into the Club by them.

3. Additional Company Memberships may be acquired by a Company upon approval of its application to do so by the Board of Governors, payment of the full entrance fee and fulfillment of all other conditions of entrance into the Club relative thereto by their designees. A Company may reduce the number of its Company Memberships by written notification to the Club.

4. A Company's right to continue to hold Company Memberships shall be contingent upon its continued maintenance of the minimum number of Memberships required under the General Rules and upon its full performance of its financial and other obligations with respect to all its Memberships.

5. Companies shall be fully responsible to the Club for the behavior and financial obligations of their Company Members and Family and Adult Family Members of said Company Members.

6. If a Company should change its name or legal form, the Board of Governors may, if it determines that the new name or legal form does not substantially alter the identity of the Company and if it deems that it is not inequitable to other Members to do so, authorize the transfer of the Company Memberships to the new name or legal form without the payment of any additional fee.

## **CHAPTER II PROCEDURES FOR ADMISSION AS CLUB MEMBER**

### **Section 5 Application Forms**

1. All applications to become a Club Member shall be made on forms prepared by the Membership Committee, furnished by the Club and available in the Membership Office and on the Club website.
2. Such applications shall provide adequate information upon which the eligibility of the proposed applicant for the classes of Club Membership desired can be determined, including but not limited to:
  - Name in full
  - Residence address and telephone number
  - Personal e-mail address (if applicable)
  - Business or occupation, including position and title
  - Business address and telephone number
  - Business e-mail address (optional)
  - Date of birth
  - Nationality
  - Education and employment history
  - Class of Club Member desired
  - Names, dates of birth and nationalities of spouse and children (if applicable)
  - Marriage certificates (if applicable)
  - Residence Card copy or Juminhyo (required for domestic partnerships in lieu of marriage certificates)
  - Date application and cash received by the Club
  - Proposer's and Seconder's signatures and TAC Membership numbers
  - Competency to use English socially as determined by the interviewers
  - Pledge to abide by the Club Articles of Association, General Rules, House Rules and any other applicable regulations and policies of the Club if elected as a Club Member
  - Statement that the applicant or immediate family have no criminal convictions
  - Statement that the applicant consents to a background check
  - Disclosure of significant body markings and tattoos.
  - Memberships in other clubs or societies (optional)
3. All applicants applying as a Foreign National must provide a valid passport as proof of citizenship.

### **Section 6 Proposer and Seconder**

1. Each applicant to become a Club Member, with the exception of Mitsui Fudosan proposed Satellite Club Members (unless deemed required by the Membership Committee or Board of Governors), shall have a proposer and a seconder.
2. Any Regular, Senior or Emeritus Member, or Senior or Emeritus Member who became an Adult Family Member of their child or grandchild, may propose or second a person to become a Member of the Club, provided that they have been a Member in good standing for at least one year when the application is submitted and that they are not a family relation to the applicant.
3. Any Satellite Club Member may propose or second a person to become a Satellite Club Member of the Club, provided that they have been a Member in good standing for at least one year when the application is submitted.
4. Any Spouse Member of a Primary Member who meets the requirement as set forth in Section 6 may propose or second a person to become a Member of the Club provided that the Spouse Member has been a Member in good standing for at least one year when the application is submitted.
5. A Club membership shall not be permitted to have more than one Member serving as either a Proposer or a Seconder for the same applicant.

## **Section 7 Submission of Application**

1. Each application to become a Club Member, completed and signed by the applicant, shall be delivered to the Membership Office together with a letter of recommendation from the proposer and seconder stating how long the proposer and seconder have known the applicant and in what connection, the nature of the applicant's occupational activity and responsibility and the proposer's and seconder's assessment (made to the best of his or her ability) of the applicant's moral and financial responsibility.

2. Each application and each request for renewal of Adult Family Membership shall be accompanied by a letter of guarantee completed and signed by the sponsoring Club Member and delivered to the Membership Office. The Membership Committee shall review each application and renewal request on a case-by-case basis and include recommended approvals in the Membership Applications Report to the Board of Governors. The Committee shall also advise the Board with regard to its reasons for the disapproval of any applicants it has disapproved. Applications shall provide adequate information upon which the eligibility of applicant can be determined, including but not limited to:

(1) Residence Card copy or Juminhyo, or other validation of same residence as the Member, except as exempt under Section 14.3.

(2) Parents shall provide Fuyou Kazoku (family dependent) status in relation to the Member or pension status documentation, except as exempt under Section 14.3.

(3) Children who are fulltime students shall provide a current student ID copy and proof of fulltime student status.

(4) Children who are not fulltime students and other persons shall provide valid reasons and support documentation of dependency on the Member (fuyou kazoku ("family dependent") status etc).

(5) Other documents as may be appropriate.

3. Notwithstanding Section 7.1, an application for succession to Membership by the surviving spouse of a deceased Regular Member or Senior Member pursuant to Section 15 of these General Rules shall not require a proposer or a seconder.

## **Section 8 Payments Required with Application**

Each application to become a Club Member shall be accompanied by an advance payment of an entrance fee and deposit fixed by the Board of Governors.

## **Section 9 Screening Process**

### **1. Filing of Application**

The completed application and supporting data shall be scrutinized by the Membership Office and any technical deficiencies noted called to the attention of the applicant for correction. Should the deficiency not be corrected within thirty (30) days, the application may be regarded as withdrawn.

### **2. Membership Interview**

(1) Each Member applicant whose application is found to be in order and accompanied by an advance payment of an entrance fee and deposit shall be required to attend a Membership Interview within a maximum period of ninety (90) days after submitting their Application. With the exception of an accredited Ambassador, no application will be considered by the Membership Committee or Board of Governors until this requirement has been met.

(2) At the Membership Interview each applicant will be interviewed by two interviewers in a format determined by the Membership Committee. Interviewers will be members of the Membership Committee or Board of Governors, or will be a Standing Committee Chair, with the exception of Special Member applicants who will be interviewed by a member of the Board of Governors and Membership Committee.

(3) After the conclusion of the Membership Interview, interviewers will sign and date the interview card for the applicants to whom they were assigned which will indicate completion of the Membership



Interview and recommendation to the Membership Committee for application approval. Interviewers shall report to the Membership Committee, and only to the Membership Committee, in person or in writing, with regard to any reason for failing to sign an interview card for a Membership applicant.

### **3. Failure to Comply**

If the applicant fails to comply with the requirement under Section 9.2, the application shall be returned to the applicant together with any deposits returnable less any amounts due to the Club, the applicant's name shall be removed from the list of applicants, and the proposer and seconder shall be notified in writing of this action.

### **4. Temporary Privileges**

Applicants who receive two signatures on their interview cards in accordance with the requirement under Section 9.2 shall be eligible for temporary privileges, to include all Family Members within the application. Such temporary privileges shall be valid until the membership application is approved/disapproved at the subsequent Board of Governors meeting and shall incur full dues in accordance with the Membership category applied for (Single, Couple or Family) in each calendar month in which utilized.

### **5. New Member Orientation**

Applicants who receive two signatures on their interview cards in accordance with the requirement under Section 9.2, and their spouse (at the time if applicable, or in a subsequent addition to the Membership), shall be required to attend an entire New Member Orientation session as conducted by Management prior to officially beginning Membership.

### **6. Regular Member's Review**

On the first day of each month names of all persons who have submitted applications during the previous month shall be posted on the Club's Official Bulletin Board for a period of at least ten (10) days. During the period after the names of applicants are posted and before they are referred to the Board of Governors for final action, every Regular Member in good standing shall have the right to give the Membership Committee and/or the Board of Governors, in writing and signed, any reason known to him why any applicant is believed not eligible or desirable for Membership.

### **7. Membership Committee Action**

The Membership Committee shall consider separately and confidentially all applicants for Membership, making careful examination of all documents received and evaluating all relevant information coming into its possession, including interviews with the proposer and seconder if it is felt desirable. The Committee's actions shall be in accordance with the policies of the Committee approved by the Board of Governors for final action. The Committee shall also advise the Board with regard to its reasons for the disapproval of any applicants it has disapproved, any objections stated by any Regular Member or reservations expressed by any Member of the Committee with respect to any applicant and any information it may have which it feels should be considered by the Board.

## **Section 10 Election to Membership**

### **1. Approval by the Board of Governors**

The Board of Governors, at each regular meeting at which a quorum is present, shall consider and vote on each of the applicants approved and recommended for admission by the Membership Committee since the Board's last meeting. The voting shall be by secret ballot, which shall be unsigned. Two (2) negative votes against an applicant shall cause his or her exclusion.

### **2. Posting of Elected Members**

The names of newly elected Club Members shall be posted on the Club's Official Bulletin Board for a period of one (1) week after their election to Membership.

### **3. Notification of Election to Membership**

Each newly elected Club Member shall be notified of his or her election by letter from the General Manager, his or her name shall be entered in the Membership roster under the appropriate classification, and any information necessary to complete his or her integration as a Member in good standing shall be furnished to him or her.

#### **4. Incurrence of Dues**

Each newly elected Club Member shall officially begin their Membership and incur dues on the first day of the month following their election to Membership by the Board of Governors. The Membership may also be officially in the same month as, but following election to Membership, however full dues shall be incurred. Credit shall be given for dues received for temporary privileges while a Membership applicant.

#### **5. Issuance of Membership Card**

(1) Each newly elected Club Member and their spouse (at the time if applicable, or in a subsequent addition to the Membership) shall be issued a Membership Card, subject to completion of the New Member Orientation. No other Membership cards shall be issued to a Membership without the completion of the New Member Orientation by either a Member or spouse Member.

(2) Each Club Member shall have their photo taken at the Membership Office for use on their Membership card and in the Club's Membership database. Photos shall be retaken every four years for children and every ten years for adults. Replacement Membership cards shall be issued with the latest photo available in the membership database.

#### **6. Withdrawal of Application**

An Application to become a Club Member may be withdrawn by the applicant or by his or her proposer and seconder at any time prior to his or her election. In the event that an applicant fails an election, the proposer, seconder and the applicant shall be notified in writing by General Manager that he or she has failed to gain admission to the Club. The application shall be returned to the applicant, together with any deposit returnable to him or her less any amounts due to the Club. An application which is withdrawn prior to his/her election or rejection may not be submitted again within six (6) months from the date of such withdrawal.

#### **7. Rejection of Application**

An Applicant who has been rejected for membership for any reason other than English language ability cannot reapply or use the Club in any capacity, including as a guest, for two (2) years. An Applicant who has been rejected for membership for English language ability only cannot reapply for six (6) months.

### **Section 11 Evidence of Membership or Temporary Privileges**

Each Club Member and each person to whom temporary Club privileges are granted shall be given a Club card in a form prescribed by the Board of Governors. Regulations regarding the issuance and use of Club cards shall be set forth in these General Rules.

## **CHAPTER III TRANSFERS AND CHANGES**

### **Section 12 In General**

1. Except as otherwise specifically provided for in the Articles of Association and these General Rules, the status of a Club Member is not transferrable and is not subject to change.
2. The Board of Governors may grant or require a change in Membership classification of a Club Member.
3. Transfers of Memberships or changes in Membership classification as permitted under the Articles of Association and these General Rules shall be accomplished under procedures developed by the Membership Committee and approved by the Board of Governors.
4. A Club Member may change their Membership Category (Single, Couple or Family) no more than once per calendar year. Extraordinary circumstances may be brought to the Membership Committee for consideration.
5. A Member shall provide a valid passport to change their Club-registered nationality. A Club-registered nationality may not be changed while the Member holds the position of Governor or Connections group Representative Governor, or is a candidate on the slate for election to the Board of Governors.
6. Company Transfers to existing Company Membership slots, a former company transfer member in good standing at least one year and wish to continue as a resident member, Senior Transfers, Junior, Life and Overseas Members converting to Regular status, spouse Members succeeding a Membership, Membership

applicants specifically approved by the Board of Governors and Special Members are exempt from any Membership quota system and Membership applicant waiting lists.

7. A Club Member shall be ineligible for transfers, changes or conversions while their membership is in a state of delinquency.

8. A Club Member may convert from Azabudai membership to Satellite Club Nihonbashi membership under the following conditions.

- (1) Single and Couple Membership categories are available. Family Membership is not available.
- (2) Provision of a written statement to request conversion.
- (3) An additional Membership Interview is not required.
- (4) Approval by the Membership Committee and the Board of Governors.

9. A Club Member may convert from Satellite Club Nihonbashi membership to Resident or Company Regular membership under the following conditions.

- (1) Single, Couple and Family Membership categories are available.
- (2) Provision of a written statement to request conversion.
- (3) Provision of a Proposer and Secunder if not provided with the Satellite Club Nihonbashi membership application.
- (4) Application for Club prescribed credit card payment and completion of Club prescribed account settlement method.
- (5) Attendance of an entire New Member Orientation session as conducted by Management prior to officially beginning Resident or Company Regular Membership.
- (6) An additional Membership Interview is not required.
- (7) Approval by the Membership Committee and the Board of Governors.

10. The following categories of Club Members may transfer their Membership from the Primary Member to the Spouse Member, subject to the terms and conditions set forth in these General Rules and with the approval of the Membership Committee and Board of Governors.

- Resident Regular Members
- Non-Resident Members
- Resident Satellite Club Members
- Senior Members

- (1) A Primary Member shall have been a Member in good standing for at least one year when the application to transfer their Membership is submitted. The Spouse Member recipient of the Membership transfer shall not have a record for suspension throughout their Membership.
- (2) The Primary Member may become a Spouse Member after the transfer is approved, subject to the normal procedures set forth herein, to include documentation of family relationship.
- (3) The Spouse Member recipient of the Membership transfer is required to attend a Membership Interview in a format determined by the Membership Committee.
- (4) Transfer of a Membership from the Primary Member to the Spouse Member is permitted one time only per membership.

11. Any Resident Regular Member may convert their membership to a Company Regular membership and any Resident Satellite Club Member may convert their Membership to a Company Satellite Club membership upon joint application of the Member and the Company. All conversions shall require the approval of the Board of Governors.

### **Section 13 Transfer of Company Membership**

1. When a Company Membership is vacated and the Company holding such Membership proposes a replacement, that person shall apply for Membership as provided for herein above and, when said person is elected to Membership, the admission of the new Member shall be treated as a transfer provided the Company has continued to hold that Membership by full performance of the financial and other obligations accruing thereto as provided in the Articles of Association.

2. Should the replacement for a Company Member arrive in Japan prior to the scheduled departure date of said Company Member, temporary privileges may be extended to the replacement provided that he/she go through the normal Membership application procedure.

3. The replacement will be issued a temporary card valid for one (1) month but should the original Club Member be still in Japan, it may be renewed on a monthly basis not to exceed three (3) months.

4. If there is a vacant Company Membership that the sponsoring company does not wish to fill with a transfer, then the company may designate that one of its employees can use this vacant Membership on a temporary basis. This temporary usage can be made for a maximum period of six (6) months.

5. Any Company may transfer a Company Membership to the individual after the individual has occupied the Company Membership for a period of one (1) year and upon joint application of the individual and the Company. All transfers shall require the approval of the Board of Governors.

6. Any Resident Regular Member, Non-Resident Regular Member, Overseas Member or Company Satellite Club Member may transfer his/her Membership to officers or employees of the Company employing him/her upon joint application of that Club Member and his/her employing Company.

### **Section 14 Transfer of Senior and Emeritus Membership**

1. A Member in good standing who has attained the age of sixty-five (65) and who has been a dues-paying Regular Member, other than a Company Member, in good standing for twenty (20) years or more may propose one child or grandchild as a Regular Member upon payment of the Senior and Emeritus Transfer fee as set forth in these General Rules.

2. Applications for membership of such candidates will be subject to the normal procedures set forth herein. The signed and dated written request of the living Senior or Emeritus Member with documentation of the family relationships must also be submitted. The proposing Senior or Emeritus Member must resign upon approval of the transfer and election to Membership of their child or grandchild.

3. The proposing Senior or Emeritus Member who becomes an Adult Family Member of their child or grandchild in accordance with the procedures prescribed in Section 14.1 and 14.2 above will be exempt from the Section 1.3 requirement to reside with and be dependent on their child or grandchild, and exempt from annual renewal.

4. Repeated Transfer of a Senior Membership within a family is permitted (i.e. the receiving Member may also transfer to his/her child or grandchild), provided conditions as described above are met.

### **Section 15 Succession to Membership**

Upon the death of a Regular Member or a Senior Member, the spouse of that Club Member shall, upon application, and with the approval of the Board of Governors, be allowed to succeed to the Membership of the deceased Club Member provided, however, that said spouse was, at the time of the Member's decease, a Family Member in good standing and that at the time of succession all accounts of that Membership are brought up to date.

## **Section 16 Overseas Membership**

1. An Overseas Member shall be automatically converted to a Regular Member if he/she resides in Japan for three (3) consecutive months.
2. For purposes of this conversion, "reside in Japan" is defined as being in Japan for more than fifteen (15) days in a month.
3. An Overseas Member must check in at the Member Services Desk or Membership Office and show a passport, ticket, reservation confirmation or other official documentation as proof of continuous residence outside of Japan on the first day of each visit.
4. This membership was discontinued in 2011. These provisions only apply to existing Overseas Members.

## **Section 17 Life Memberships**

### **1. Conversion to Life Membership Classification**

(1) A Regular Member, Senior Member or Junior Member who ceases to reside in Japan and who wishes to become a Life Member as provided for in the Articles shall give written notice to the Secretary and pay the fee required for the conversion of his/her status in accordance with the Schedule included in these General Rules. The minimum time of 3-years as a due paying Resident Regular, previously Corporate Regular, and/or converted Term Member, in good standing (having met all financial obligations and committed no House infractions), before a conversion to Life Member may be completed.

(2) If the Regular Member is on the deferred payment plan, the remaining Entrance Fees must be paid in full prior to conversion to the Life Membership Classification.

(3) If the Regular Member is a Company Regular Member, the Member may only return as a Company Regular member or as a Regular Member. If he/she so wishes, the returning Club Member may then convert to a Resident Regular Member by paying the difference between the Resident Regular Entrance Fee and the Company Transfer Fee.

(4) Conversion to Life Membership shall be null and void should the Member remain in Japan into the second calendar month after the month of conversion. In such a case, the Member shall be immediately converted back to their previous Membership category and will incur dues and assessments from the date of conversion to Life Membership. The Life conversion fee shall be refunded to the Member's account and utilized to restore their deposit.

### **2. Life Members Visiting Japan**

(1) A Life Member in good standing visiting Japan may use the facilities of the Club for up to 60 days per calendar year in total for the entire membership. Use of facilities by Family Members also count towards the 60 days per calendar year. Conversion to Regular, Senior or Junior Membership is necessary if a Life Member requires use of the Club facilities more than a total of 60 days per any calendar year, or returns to reside in Japan. Life Members will be assessed dues the day their status becomes "Resident".

(2) A daily fee of 1,200 yen will be charged per Membership for use of the Club facilities.

(3) A Company Life member, returning to Japan may only return as a Company Regular Member or a Regular Member: if the company as a vacant membership no transfer fee is required, if not a new company membership must be purchased. If returning as a Regular Member: the difference between the Regular entrance fee and the company transfer fee must be paid.

(4) A Life Member must check in at the Member Services Desk or Membership Office, and provide an Airline ticket, e-ticket, reservation confirmation or other official documentation to show that their visit to Japan will be less than 90 days to reactivate his or her membership status on the first day of each visit.

## **Section 18 Member Emeritus**

1. Member Emeriti are Honorary Members who have been awarded this status by the Board of Governors.

2. A Member Emeritus shall have been a dues-paying Member in good standing for twenty (20) years or more and have reached the age of eighty (80) years or more.
3. In the case of a deceased Member's spouse, said spouse shall have reached the age of eighty (80) years or more and shall have been a Family Member and/or Member through succession for twenty (20) years' total time or more.
4. Upon the death of a Member Emeritus, the spouse of the Member Emeritus shall, upon application and with the approval of the Board of Governors, be allowed to succeed the Membership as the "Member Emeritus' Spouse" provided, however, that said spouse was, at the time of the Member Emeritus' decease, a family Member in good standing and that at the time of succession all accounts of the Membership are brought up to date.
5. If a Member Emeritus' Spouse remarries, the Member Emeritus status will no longer be valid; said spouse's status then reverts back to the previous membership status with applicable monthly dues.

### **Section 19 Resignation of Club Members**

1. Any Club Member in good standing may withdraw from the Club by resignation as provided for in the Articles of Association.
2. A membership which has reached 6 months from the date of cancelation is ineligible for reactivation.
3. A Member who resigned as provided for in the Articles of Association may reactivate their membership within 6 months of resignation upon application to the Membership Office, subsequent to the approval of the Board of Governors in accordance with Section 10 of the General Rules, and payment of all dues and assessments from resignation to reactivation and placement of the required deposit.
4. A Company which cancelled a Company membership as provided for in the General Rules may reactivate their membership within 6 months of cancelation upon application to the Membership Office, subsequent to the approval of the Board of Governors in accordance with Section 10 of the General Rules. The reactivation procedure shall be as follows:
  - (1) When the Company is returning the same individual to the Membership, dues and assessments from cancelation to reactivation and placement of the required deposit shall be incurred.
  - (2) When the Company will reactivate the Membership as a vacant slot, vacant fees and assessments from cancelation to reactivation and placement of the required deposit shall be incurred.
  - (3) When the Company will reactivate the Membership with a new Member, the Company shall apply for a Transfer of Company Membership upon payment of vacant fees and assessments from cancelation to reactivation of the cancelled membership category.
5. An applicant who receives approval for reactivation is exempt from any Membership quota system and Membership applicant waiting list.
6. An applicant who fails to receive the approval of the Board of Governors for reactivation may apply for a new membership under the membership programs in effect at that time.

### **Section 20 Disciplinary Suspension and Expulsion of Club Members**

1. Any Club Member suspended in disciplinary action shall incur dues and assessments during their period of suspension.
2. When the Board of Governors suspends a Club Member in disciplinary action, the suspension shall apply to all persons for whose accounts that Club Member is responsible, including but not limited to Family Members and Adult Family Members. When the Board of Governors suspends a Family Member or Adult Family Member, or other persons for whose accounts a Club Member is responsible, the Board shall also determine whether the suspension shall apply to the Club Member.

3. When the Board of Governors decides that a Club Member should be expelled because said Club Member has acted in a manner detrimental to the Club, its Membership and staff, as defined in the Articles of Association, the following steps shall be taken:

(1) Said Club Member shall be notified of the decision of the Board in writing that he or she shall be expelled automatically if a reply to the Board in writing is not submitted within fifteen (15) days of the notification that he/she chooses immediately either to resign or to present to the Board in writing and/or in person valid evidence and reasons why he or she should not be expelled.

(2) If said Club Member replies to the Board that he/she desires to present his/her case to the Board, said evidence and reasons shall be heard by the Board at a duly called meeting to be held within thirty (30) days of the date of the Club Member's reply.

(3) The Board of Governors shall render a decision promptly but in no event later than thirty (30) days after the date of hearing in (2) above.

(4) All decisions based on a majority of votes taken at said Board meeting shall be final, and the Board shall not be required to state the reasons for its decision.

4. A Club Member suspended or expelled in disciplinary action, or who resigned in accordance with the procedures prescribed in Section 20, shall be prohibited from entering the Club premises, including as a guest of a Member or to attend a private or public event, during the period of suspension or expulsion or after resignation.

5. A Club Member expelled or who resigned in accordance with the procedures prescribed in Section 20 shall be ineligible to apply for reinstatement, for a new Membership, or for a Company Membership slot.

#### **Section 21 Settlement of Accounts Upon Resignation or Expulsion**

1. Upon the resignation or expulsion of a Club Member, the Club Member shall return to the Club the Membership card(s) issued to the Club Member and his/her Family Members and any other Club property he/she may be holding, and shall settle all his/her accounts with the Club. Upon such settlement, the balance to his/her credit in his/her deposit account shall be paid out to him/her.

2. In the event of a "force majeure" which is beyond the control of the Club, refunds may be suspended by the Board of Governors for a period not to exceed eighteen (18) months.

### **CHAPTER IV FINANCIAL OBLIGATIONS OF CLUB MEMBERS**

#### **Section 22 In General**

1. The rules set forth below in this Section 22 shall be applicable in fixing fees, dues, assessments and deposits or making any revision thereof.

2. Regular Members and Satellite Club Members shall pay entrance fees and monthly dues and shall also maintain deposits with the Club which shall be returned to them by the Club subject to a final settlement of accounts upon termination of Membership.

3. Dues, but no entrance fees or deposits shall be required for Family Members, consistent with the fee schedule. Proper payment of the accounts of Family Members is the responsibility of the Club Member of whose family they are members.

4. A person who is elected to fill a vacancy created in, or who receives a transfer of, a Company Regular, Company Overseas or Company Satellite Club Membership shall pay a transfer fee. The Company has to pay a vacant fee to maintain the vacant slot until a successor takes over the slot.

5. Adult Family Members shall be charged no entrance fees, shall not be required to maintain deposits, but shall be charged dues. Club Members on whom Adult Family Members are dependent shall assume full responsibility for the payment of their accounts.

6. Special Members shall pay no entrance fees but shall maintain deposits and pay dues.
7. Honorary Members shall pay no entrance fees or dues. Honorary Members, with the exception of Member Emeriti, shall not be required to maintain deposits.
8. Member Emeriti shall maintain the same deposit as Resident Regular Members.
9. Overseas Members shall pay entrance fees, maintain deposits and pay dues. This membership category was discontinued in 2011. This applies only to Overseas Members existing as at the date of said discontinuance.
10. Life Members shall pay a fee in order to acquire such status. Dues of Life Members shall be reduced during the period they are absent from Japan. Life Members who return to Japan will be assessed dues and deposits as set forth in the General Rules.
11. Senior Members shall pay no fee to acquire their status. Senior Members shall maintain the same deposit but shall pay less dues than Resident Regular Members.
12. Assessments shall be paid by all dues paying Club Members and for all Company vacant slots, except as exempt under Section 24.4.
13. Azabudai members shall pay a fee equivalent to half of the Satellite Club Nihonbashi entrance fee to convert to Satellite Club Nihonbashi membership.
14. Satellite Club Nihonbashi members shall pay the difference between the Satellite Club Nihonbashi entrance fee and the Resident or Company Regular Membership entrance fee to convert to Resident or Company Regular Membership.
15. Resident Regular members and Resident Satellite Club members shall pay the difference between entrance fees to convert to Company membership.

### **Section 23 Bonds**

1. Bonds may be issued by the Club when considered necessary by the Board of Governors.
2. The Board of Governors may require persons newly joining the Club to purchase such bonds under terms and conditions as it shall determine.
3. No person, after he/she has become a Club Member, shall be required to purchase bonds except in accordance with a resolution passed at a General Meeting called for that purpose.

### **Section 24 Schedule of Charges for Club Members**

#### **1. Membership Dues, Fees, Deposits and Assessments**

Membership dues, fees, deposits and assessments shall be as set forth in Appendix A, as amended from time to time.

#### **2. Other Charges**

Other charges shall be as set forth in Appendix A, as amended from time to time.

#### **3. Entrance Fees (nonrefundable)**

##### **(1) Resident Regular Members**

Full entrance fee as set forth in Appendix A, as amended from time to time.

##### **(2) Company Regular Members**

Entrance fees and transfer fees as set forth in Appendix A, as amended from time to time.

##### **(3) Term Regular Members**



Entrance Fee as set forth in Appendix A as amended from time to time. Duration of Membership is three years. Membership can be extended after three years by paying six-month extension fee. Full credit on entry/extension fees if converting to resident Regular Membership. Not transferable.

**(4) Junior Members**

Initial entrance fee installment of 50% of the Regular Membership entrance fee. Second and final entrance fee installment of the difference between the initial installment and the Regular Membership entrance fee at the time when the Junior Member reaches their thirtieth birthday. Payment of the second installment is required by the end of the month following the Junior Member's thirtieth birthday, regardless of any conversion to Life Membership. Failure to make payment will be addressed in accordance with Section 27 Delinquency. Upon payment of the second installment, a Junior Member residing in Japan will be converted to a Regular Member, a Life Member will be converted to a Regular Member in accordance with Section 17.

**(5) Senior and Emeritus Member Transfers**

A Senior or an Emeritus Member may propose his/her child or grandchild as a Regular Member at Transfer fee shown in Appendix A, as amended from time to time. The Senior or the Emeritus Member must resign upon election of the child or grandchild to Membership.

**(6) Resident Satellite Club Members**

Entrance fee as set forth in Appendix A, as amended from time to time. Full credit on entrance fee if converting to Resident or Company Regular Membership. Not transferable.

**(7) Company Satellite Club Members**

Entrance fee as set forth in Appendix A, as amended from time to time. Full credit on entrance fee if converting to Resident or Company Regular Membership. Not transferable.

**(8) Primary to Spouse Member Transfers**

The Spouse Member recipient of the Membership transfer shall pay the difference between the entrance fees should their nationality differ from Primary Member and the entrance fee is higher for their category.

**4. Building Maintenance Assessment**

The building maintenance assessment shall be as set forth in Appendix A, as amended from time to time. Satellite Club Nihonbashi Members shall be exempt from the building maintenance assessment.

**Section 25 Deadlines for Payments**

**1. Entrance Fees and Deposit**

The full amount of any entrance fee and/or deposit required hereunder shall be payable to the Club within two (2) weeks of submission of application for Membership or for temporary privileges.

**2. Refund of Entrance Fees**

The entrance fee and/or deposit paid to the Club with each application for Membership shall be refundable, after deducting any amounts owing to the Club, if the application is not approved or is withdrawn before approval.

**3. Transfer Fees**

The full amount of any transfer fee which may be payable shall accompany each application to fill a vacancy in a Company Membership, or transfer a Company Membership to the individual occupying it, or to transfer a Membership from a Primary Member to the Spouse Member.

**4. Life Membership Fees**

The full amount of the appropriate fee shall accompany each application for Life Membership.

**5. Dues**

Dues shall be payable monthly in advance.

**6. Building Maintenance Assessment**

The building maintenance assessment shall be payable monthly in advance.

## **7. Member's Account Statements**

An itemized statement of all current charges including dues and fees shall be presented on or before the 10th day of the month to each Member responsible for the payment thereof and the total balance thereof shall be due and payable on or before that last day of the month. If a statement is not received by the 10th of the month the member shall be responsible for obtaining a copy from the Club office. If he or she fails to do so the account shall be considered properly presented for payment.

## **Section 26 Club Members' Accounts**

Club Members and those persons who have been granted temporary Club privileges shall have the right under terms and conditions established in these General Rules or otherwise determined by the Board of Governors, to charge Club bills to their accounts.

## **Section 27 Delinquency**

### **1. In General**

(1) Delinquencies shall be handled as provided in the Articles of Association and these General Rules, or as otherwise determined by the Board of Governors.

(2) Serious delinquencies may result in suspension of Membership privileges or expulsion from the Club.

(3) As set forth in the Articles of Association, Members who fail to pay their account in full by the last day of the month of suspension for delinquency will be deemed resigned.

(4) A Club Member suspended, expelled or deemed resigned for delinquency shall be prohibited from entering the Club premises as a guest of a Member during the period of suspension, expulsion or deemed resignation.

### **2. Notification of Delinquency**

Any Club Member who fails to pay any indebtedness to the Club by the last day of the month of issuance of any statement from the Club shall be given notice of delinquency in writing by the Treasurer.

### **3. Posting**

If payment is not received by the last day of the month of issuance of the notice of delinquency, unless the Treasurer is of the opinion that there is sufficient reason for not doing so, the name of the Club Member together with the amount due to the Club shall be posted on the Club's Official Bulletin Board. Club Members posted to the Bulletin Board for any period of time within each of two consecutive months shall be required to pay their account in full by the last day of the second month of posting.

### **4. Late Charge**

A late charge of fourteen and six-tenths (14.6%) percent per annum shall be charged on the overdue balance of accounts posted on the Club's Official Bulletin Board for amounts in excess of ten thousand (¥10,000) Japanese Yen.

### **5. Suspension of Membership Privileges**

If such indebtedness is not paid by the last day of the month of posting, or the Member fails to pay their account in full by the last day of the month of a second consecutive posting on the Club's Official Bulletin Board, all Membership privileges of the delinquent Club Member and those persons for whose accounts that Club Member is responsible may be suspended by the Board of Governors and the delinquent Club Member shall be required to return to the Club all Membership cards of persons whose accounts that Club Member is responsible.

### **6. Expulsion for Delinquency**

A delinquent Club Member may be expelled as provided for elsewhere herein if:

(1) said Club Member's Membership privileges have been suspended and his/her accounts are not settled in full within a period of time considered acceptable by the Board of Governors.

(2) said Club Member has had his/her Membership privileges suspended more than two (2) times.

**7. Credit Limit for Delinquency**

Any Club Member posted for delinquency on the Club’s Official Bulletin Board for any period of time within each of two consecutive months, or suspended for a second or additional occurrence of delinquency, will have a credit limit equal to their deposit imposed for twelve months from the date of the second consecutive posting or for thirteen months from the date of the second or additional suspension.

Effective October 1, 2017, any Club Member posted for delinquency three times or more within a period of three years, will have a credit limit equal to their deposit imposed for twelve months from the date of their most recent posting. In addition, said delinquent Member is required to change their settlement method of Club charges to either Club prescribed credit card payment or direct debit payment.

A Member may obtain additional credit by posting cash deposit equal to the amount of additional credit requested.

**8. Reinstatement of Suspended, Expelled and Deemed Resigned Members**

(1) Any Club Member suspended for delinquency shall incur dues and assessments during their period of suspension. The Club Member shall pay their account in full and an administration fee to reinstate their membership. Suspended Club Members will be strongly encouraged to change to third party credit for payment of their account.

(2) Any Club Member expelled or deemed resigned for delinquency shall incur dues and assessments until the date of expulsion or deemed resignation.

(3) A membership which has reached 6 months from the date of expulsion or deemed resignation is ineligible for reinstatement. Upon payment of their account in full and an administration fee the former Member may apply for a new membership under the membership programs in effect at that time.

(4) Upon payment of their outstanding account in full and an administration fee, a former Member may apply to the Board of Governors for reinstatement, provided that it is within 6 months of their expulsion or deemed resignation, or for reclassification as a former Member in good standing. Reinstatement by the Board of Governors shall be in accordance with Section 10 of the General Rules. Upon approval by the Board of Governors, the Member will be required to pay all back-dues and assessments until the date of reinstatement by the end of the following month. Failure to make payment, or a second expulsion or deemed resignation, will require a new application for membership under the membership programs in effect at that time.

(5) Completion of reinstatement requires confirmation of payment in full by the Finance Department, instruction by the General Manager’s Office to activate the Member’s account, with limitations as pertinent, and activation of the account by the Membership Office. Confirmation of the amount required for payment of an account in full may require up to three working days by the Finance Department.

(6) A Membership which is approved for reinstatement is exempt from any Membership quota and Membership applicant waiting list.

**9. Temporary Privileges**

Any person granted temporary privileges who does not pay any Club statement when due may have his/her privileges suspended immediately by the Representative Governor.

**Section 28 Waiver of Dues**

The Board of Governors, in its discretion, may, if special justifying circumstances exist, temporarily waive the payment of dues by any Club Member provided, however, that the Club Member shall be for that period denied Club privileges.

**CHAPTER V VOTING MEMBERS, NOMINATION, ELECTION AND BALLOTING PROCEDURES**

**Section 29 Voting Members**

1. Upon becoming a Regular Member, a Regular Member who desires to obtain the status of Voting Member shall submit to the Club a registration certificate (in a form determined by the Board of Governors) according to which the Regular Member states his or her desire to participate actively in the Club's governance and, in particular, acknowledges the importance of, and firmly commits to exercise, the right and privilege to vote at General Meetings as a Voting Member and also acknowledges and agrees that a failure to vote at a General Meeting will result in the loss of such status as a Voting Member and shall also comply with other requirements determined by the Board of Governors.

2. A Regular Member who does not choose to become a Voting Member upon becoming a Regular Member but later elects to become a Voting Member shall submit to the Club a registration certificate described in Section 29.1 and shall also comply with other requirements determined by the Board of Governors.

3. A Voting Member who loses his or her status as a Voting Member due to a failure to vote at a General Meeting shall be informed of this consequence as soon as possible after the pertinent General Meeting but at least fourteen (14) days prior to the date set for the next following General Meeting.

### **Section 30 Nominations for Governor**

#### **1. Report of the Nominating Committee**

(1) The report of the Nominating Committee for nominees for Governor shall include a slate of nominees that shall have, in principle, at least two (2) nominees for each position to be filled and be presented to the Board at its regularly scheduled August or September meeting for approval of presentation to the Voting Members.

(2) The slate of nominees for Governors must include the Connections group Representative Governor and should try to represent the various constituencies within the Club.

(3) Members standing for election as a Governor must be Voting Members in good standing. They shall not have a record for suspension throughout their Membership. A Member in good standing is defined as not currently having any restrictions or limitations placed on their membership for delinquency or in disciplinary action.

(4) The following factors shall be considered in the selection of nominees:

- Resident Regular Club Member for one (1) year.
- Minimum six (6) months' experience on a Club committee or commensurate outside experience.
- Demonstrated contribution to the Club.
- Demonstrated ability to work with people.
- Demonstrated management skills and experience.
- Interest in contributing further to the Club.
- Incumbents record of attendance at the Board of Governors meetings.
- Non incumbents record of attendance at committee meetings.

(5) To select nominees, a quorum of the full committee must affirm the selection at a formal meeting of the Nominating Committee called for that purpose.

#### **2. Nominations by Member**

(1) Upon receipt and approval of the Nominating Committee's report of nominees for Governor, the Board shall notify the Membership of the report and call for any other nominations of persons who indicated their willingness to stand for election in the time and manner requested by the Nominating Committee pursuant to clause 2.(3)(B) below, but were not selected by the Nominating Committee.

(2) Other nominations for Governor shall be made in writing and submitted to the Board not later than (14) days after notification of the above call for further nominations. This nomination must include the signatures of ten (10) Voting Members.

(3) In order to be eligible for nomination by signatures of Voting Members, in addition to the requirements of clause 1.(3) above, the member must have

(A) served on (i) the Board of Governors, or any of (ii) a Standing Committee, (iii) a Working Group, Task Force, or Sub-Committee recognized by the Board of Governors, or (iv) on the Connections Board of Directors, for at least six months during the prior six years, and

(B) indicated their willingness to stand for election in the time and manner requested by the Nominating Committee when it solicited eligible members.

### **3. Consent of Nominee**

All written nominations must be accompanied by a written statement of the nominee that the nominee will serve if elected. The nominee must also fully understand the responsibilities of being a Board member prior to accepting nomination.

### **4. Design of Ballot**

The ballot shall list candidates for each category of Governor randomly and in a manner that does not separate the slate of candidates selected by the Nominating Committee from Nominations by Members. The election materials shall identify candidates as having been selected by the Nominating Committee or nominated by Members.

### **Section 31 Electioneering**

1. Other than in official Club election materials or as otherwise authorized by the Nominating Committee, during the period from circulation of the ballot and supporting materials to the Voting Members until the applicable General Meeting (the "Election Period"), the printing, circulation or distributing (including electronically, via social media or otherwise) by any member of resolutions, letters, or other materials or devices suggesting, recommending, or opposing names of nominees is prohibited, and any member so doing shall be subject to discipline pursuant to clause 3 below.

2. Other than in official Club election materials or as otherwise authorized by the Nominating Committee, during the Election Period nominees also are prohibited from making any written communication (including electronically, via social media or otherwise) to Voting Members that, in the view of the Nominating Committee, is primarily intended to influence the exercise of votes.

3. Violations by a nominee, upon review and resolution of the Nominating Committee, shall be referred to the Board of Governors and upon a resolution of the Board will result in the disqualification of the nominee. Violations by a member other than a nominee, upon review and resolution of the Nominating Committee, shall be referred to the House Committee. Proper decorum is expected in the conduct of the election.

### **Section 32 Notices of General Meetings**

A written notice of General Meetings shall be physically mailed, or sent by email, to all Voting Members stating the object, time and place thereof at least fourteen (14) days prior to the date set for the meeting, and such notices shall be posted prominently on the Club's Official Bulletin Board and on the Club's Website. The date of posting on the Bulletin Board shall be the official date of the notice.

### **Section 33 Resolutions, Etc.**

Resolutions to be considered at a General Meeting as set forth in the Articles of Association shall be subject to a vote at the General Meeting called for such purpose according to the procedures set forth in the Articles of Association and these General Rules. No business other than that designated in the notice of the General Meeting shall be voted upon at any General Meeting.

### **Section 34 Voting**

1. Voting for Governors at a General Meeting shall be conducted by secret ballot. Each Voting Member shall have one (1) vote for each Governor candidate and for each resolution.

2. Voting for Governors and other matters to be determined at a General Meeting shall be carried out by electronic balloting for advance voting, or in a format determined by the Board of Governors for voting in person at a General Meeting.

3. In the case of proxies, the voting procedure shall be as follows:

(1) A Voting Member may instruct his/her proxy on the proxy form or otherwise how he/she desires his/her vote to be cast.

(2) No proxy will be accepted by the Tellers that does not contain the name and Membership number of the Voting Member executing it.

(3) A proxy may be submitted by fax, by electronic means, or by hand delivery.

(4) Any executed proxy form which does not specify the name of the proxy shall be voted by the Representative Governor or his/her designee.

(5) The proxy format shall be as indicated in Appendix B.

4. In the case of electronic ballots, the voting procedure shall be as follows:

(1) Electronic ballots containing the names of all candidates, in a randomly generated order, and an explanation of all resolutions to be considered at the General Meeting shall be transmitted to all Voting Members which have elected to vote by electronic ballot, at least fourteen (14) days prior to the date set for a General Meeting.

(2) Voting Members who have received electronic ballots shall mark their votes on the electronic ballot made available to them and transmit the ballot to the Club electronically, or otherwise shall submit their votes by electronic means according to processes in effect from time to time, by the closing date and hour, as specified.

(3) The detailed procedures for electronic voting shall be determined by the Board of Governors.

5. The validity of the ballots received shall be confirmed against the roster of Voting Members and then with such clerical assistance as they deem necessary, the Tellers will proceed to collect the ballots filed through electronic means, and tally the ballots therein contained.

6. Advanced voting must be received by a set closing date and hour.

7. Votes may be cast or amended during the first 15 minutes at the General Meeting in a format determined by the Board of Governors.

8. The final results of voting shall be formally announced at the General Meeting.

### **Section 35 Procedures in Case of Lack of Quorum at General Meetings**

In the case that a quorum of Voting Members is not present at a General Meeting, that meeting shall be declared to be closed and procedures for calling and holding another General Meeting pursuant to the Articles of Association and the General Rules shall be commenced without delay. In this case, the Voting Members at such subsequent General Meeting shall be limited to Voting Members who have maintained such status according to the Articles of Association and the General Rules. The Board of Governors shall determine the detailed procedures necessary for such subsequent General Meeting, provided that all such procedures shall not conflict with the Articles of Association, these General Rules and applicable law.

### **Section 36 Tellers**

#### **1. Members and Appointment**

Not less than ten (10) days before the date of any General Meeting the Representative Governor shall appoint two or three (3) Regular Members who are not nominees, Governors, or serving on any Standing Committee to be designated as Tellers. The Representative Governor shall appoint one or more substitutes as necessary to ensure a minimum of two Tellers.

#### **2. Duties**

(1) It shall be the Tellers' duty to oversee the balloting, supervise the counting of the votes and present a written report to the Representative Governor for presentation at a General Meeting.

(2) The Tellers shall confirm the validity of a ballot or proxy prior to counting the vote.

(3) In the written report, the Tellers shall include the following items:

- In the case of elections, the names of the successful candidates in alphabetical order, without reference to the number of votes received, and
- In the case of other matters, the total votes cast, percentage for and against, total votes cast by United States citizen Club Members, and the percentage for and against.

(4) The Tellers' reports shall be posted on the Official Bulletin Board immediately following the General Meeting at which they are presented.

(5) The Tellers shall also receive any written protests and settle any disputes concerning the voting, subject to appeal to the Board of Governors.

### **Section 37 Counting Votes for Governors**

1. In an election of Governors, candidates receiving the highest number of votes from among the candidates receiving a majority support (pursuant to Article 20.1) within each category shall be declared elected by the Tellers up to the number required to fill the positions open.

2. In all other matters, the resolution thereof shall be determined in accordance with the requirements specified in the Articles of Association. If, after Tellers have counted the ballots, there results any tie among the options receiving a majority support which makes it impossible to determine the successful candidate for any position in an election or to resolve any issue, the Tellers shall cause the ballots to be recounted and if it shall still be impossible, the matter will be resolved in accordance with the highest number of votes received of the Voting Members who are citizens of the United States. If it shall still be impossible to resolve, it may be decided at a subsequent General Meeting as determined necessary by the Board of Governors or Membership as provided in the Articles of Association.

### **Section 38 The Board Election of the Representative Governor**

1. The Board will elect the Representative Governor at the first meeting of the Board following the annual general meeting. This will be the first action taken by the Board at its first meeting.

2. A minimum of two weeks prior to the first meeting of the Board after the Annual General Meeting, the Nominating Committee Chair, or his/her representative from the Nominating Committee or Management, will advise the incumbent and candidate Governors of self-nomination for the position of Representative Governor, and other executives as required, and their election at the first meeting of the Board after the Annual General Meeting.

3. The Nominating Committee Chair, or his/her representative from the Nominating Committee, will Chair and be supervisor of the election at the Board Meeting until a Representative Governor is elected.

4. The Representative Governor must have a majority vote of the Board with additional balloting until that majority is achieved. The votes will be counted by the Nominating Chair, or his/her representative and one other party.

5. After the election of the Representative Governor, the Board will determine the other executives of the Board.

## **CHAPTER VI BOARD OF GOVERNORS & COMMITTEES**

### **Section 39 General**

1. The principal role of the Committees shall be to advise the Board of Governors, but the Board may delegate to Committees such duties, powers, and authorities as it deems proper. Regardless of such delegation, the Board shall have final authority over the actions of any Committee except where that authority may be limited by the Articles of Association or these General Rules.

2. Committees shall have no supervisory authority over employees of the Club but may make recommendations to the Board and/or management relative thereto.

3. The Representative Governor may appoint a member of the Board of Governors as a committee member of a Standing Committee who will serve as a liaison between that Committee and the Board of Governors. Such committee member shall have no vote on the committee. The Representative Governor shall be an ex officio member of each committee but shall not vote.

Club Management shall provide one member of the management team OR a division head (at the General Manager's discretion) to attend Standing Committee meetings, except the Executive Committee. It shall be at management discretion to increase this number as deemed appropriate. Note this attendance is without the right to vote.

Club Management shall not be required at any Sub Committee meetings. Sub Committees have the opportunity to raise issues to the Standing Committees where Club management shall be represented as above.

4. Fifty (50) percent or more of the committee members having the right to vote who are appointed to and serving on a committee shall constitute a quorum for the transaction of business. In the event of a tie vote at any meeting, the chair or person presiding shall have a casting or deciding vote.

5. Each Standing Committee, with the exception of the Compensation Committee, shall have at least five (5) committee members of whom at least three (3) shall be Regular Members. Subject to the above, with the exception of the Compensation Committee, the Committee Chair shall be free to select committee members of their Committees from all classes of Membership.

6. With the exception of Nominating Committee members, who may serve on one other Standing Committee concurrently, and one Member from each of the House and Membership Committees (pursuant to General Rules Section 42.4 (12) Nihonbashi Committee) a Club Member shall not be permitted to serve on more than one Standing Committee concurrently.

7. A Club membership shall not be permitted to have more than one Member serving on the same Club Committee or Task Force concurrently.

8. The maximum number of Members, whether voting or non-voting, in a Committee or Task Force shall be equal to the maximum number of Governors, excluding any designated Board Liaison(s), ex officio members and the General Manager. Exceptions to the limit may be granted by the Board of Governors, but shall require annual renewal upon the appointment of the Chair.

9. Standing Committees and Special Committees of the Board of Governors shall prepare meeting minutes. In which provision is not made in the Articles of Association or General Rules, the provisions of the current edition of Robert's Rules of Order Newly Revised shall be followed in the preparation of minutes. With the exception of the Risk Control, Compensation, Executive, Human Resources, Membership and Nominating Committees, meeting minutes shall be posted on the website for Member review within one week of the responsible Committee's review and approval of said minutes.

10. Members of the Board of Governors, Standing and Special Committees, and their guests as deemed necessary, are required to sign a Code of Conduct agreement when assuming office as Governor or Statutory Auditor, or when joining a Standing or Special Committee. Members attending a Board of Governors, Committee, Task Force or other group meeting virtually shall sign a Code of Conduct agreement prior to participating in the meeting.

11. Newly appointed Governors, Statutory Auditors and Standing Committee Chairs and Vice Chairs are required to attend a Leadership Orientation session. Two orientation sessions will be scheduled by Management between January and March of each year and the dates of the sessions announced at the prior December Board of Governors and Standing Committees meetings.

#### **Section 40 Meeting Attendance**



## **1. Board of Governors and Committee Meeting Attendance**

(1) Governors, as elected representatives of the membership, and Committee members should make every endeavor to attend their respective meetings. Consecutive presence of a minimum of 50% of the meeting time published with the meeting announcement shall constitute attendance of a meeting. The Representative Governor and Committee Chairs may require Governors and Committee members to provide justification for consecutive absence of regularly scheduled meetings. Appropriate action for excessive absence may be taken as provided for in the Articles of Association and General Rules.

(2) The attendance record of Governors at regular and extraordinary meetings of the Board of Governors shall be reported to the Membership at the Annual General Meeting in a manner which shows the number of meetings and each Governor's attendance ratio.

## **2. Virtual Attendance Policy**

(1) Virtual Attendance for Board of Governors meetings, and for Standing Committee meetings when requested by the meeting Chair, is authorized for all attendees. There is no limit to virtual attendance for Standing Committee members. Other than virtual meetings requested by the meeting Chair, a governor may attend up to two (2) Board of Governors meetings virtually between Annual General Meetings. Consecutive virtual meeting attendance by the same Governor shall be permitted and shall constitute attendance of the meeting, but such governor's consecutive virtual attendance shall not count towards quorum and may not vote. Exceptions to the virtual meeting limit can be requested for personal illness, family emergencies and other extenuating circumstances at least 48 hours prior to the Board of Governors Meeting at which virtual attendance is requested, and must be approved by the Board of Governors. Except as provided above, virtual attendance shall constitute attendance of the meeting, count towards quorum and virtual attendees shall be permitted to vote audibly, or as deemed appropriate by the meeting Chair in conjunction with management. Virtual attendees of a meeting shall answer the Chair's request to confirm virtual attendance and shall audibly inform and receive recognition from the Chair when ending attendance

(2) During a period determined by the Executive Committee or Board of Governors to be in a state of emergency, the limit of four (4) virtual meetings can be suspended. Virtual attendance of meetings other than that of the Board of Governors and Standing Committees may be permitted by the Executive Committee or Board of Governors on a case-by-case basis.

## **Section 41 Committee Authorities and Limitations**

Each Standing and Special Committee may recommend the adoption or change of Club regulations relative to its sphere of responsibility, subject to approval by the Board of Governors. Such approved regulations shall be posted by management on the Official Bulletin Board and the Club website. No committee may incur any indebtedness or other obligation on behalf of the Club.

## **Section 42 Committee Structure and Description**

### **1. Appointment of Chairs/Vice Chairs and Committee Members**

(1) Members serving as a Standing Committee Chair or Vice Chair must be Voting Members in good standing, or the spouse of a Voting Member in good standing. Satellite Club Nihonbashi members are exempt from the preceding requirement and may serve as a Vice Chair of the Nihonbashi Committee. Members serving as a Chair or Vice Chair of any Committee or other group shall not have a record for suspension throughout their Membership.

(2) Prior to the first regular Board meeting following the Annual General Meeting, the Representative Governor shall request from the Board of Governors proposals for Chairs of all Standing Committees, Special Committees or Task Forces of the Board of Governors. The Board of Governors will discuss the candidates and approve said Chairs at the first regular Board meeting, with the Chairs term to start at the beginning of the calendar year following the Annual General Meeting. The Representative Governor shall also request proposals for said Chairs to the Board of Governors for discussion and approval as vacancies may arise.

(3) At the close of each calendar year, all Standing Committees and their subsidiary organs shall be vacated and reformed in the next calendar year with members as determined by the appointed Chair in accordance with procedures provided for in these General Rules.

(4) The Chair of any Standing Committee, or Special Committee or Task Force of the Board of Governors, except the Nominating Committee may be removed upon the recommendation of the Representative Governor and approval by the Board of Governors.

(5) The Chair of any Standing Committee, Special Committee or Task Force of the Board of Governors shall propose Chairs of any subsidiary organs of said Standing Committee, Special Committee or Task Force of the Board of Governors from within the voting members of the parent organ. The Standing Committee, Special Committee or Task Force of the Board of Governors will approve Chairs of any subsidiary organs. The Chair of any subsidiary organ may be removed upon the recommendation of the Chair of the parent organ and approval by said parent organ. Dismissal from the parent organ by the Chair, or resignation of a subsidiary organ Chair from the parent organ, shall automatically result in the loss of the position of subsidiary organ Chair.

(6) The Representative Governor shall issue a letter of appointment to a Standing Committee Chair upon approval of the appointment by the Board of Governors. Each Standing Committee Chair and Chair of a subsidiary organ shall issue a letter of appointment upon appointing a Member to their respective Committee.

(7) The Standing Committee Chair shall be an ex officio member of each Sub-Committee or Task Force but shall not vote.

(8) Each Standing Committee will elect a Vice Chair and, if desired by the committee, a Second Vice Chair and a Secretary. Special Committees, Sub-Committees and Task Forces may elect one Vice Chair and a Secretary if desired. Co-Chairs are not permitted.

(9) Except for the Human Resources Committee, Risk Control Committee, Nominating Committee and the Compensation Committee, each Standing Committee shall meet on a regular monthly basis, a minimum of ten (10) times per year and its actions and recommendations shall be reported to the next meeting of the Board of Governors.

(10) With the exception of ex officio Members and Committee Members appointed as liaisons by the Representative Governor, the chair of each Standing Committee other than the Compensation Committee, or the Chair of any Sub Committee, shall have the authority to appoint and remove members and fill vacancies in their respective Committees.

(11) With the exception of the Executive Committee and Compensation Committee, Governors shall not Chair or be a member of a Standing Committee or of a subsidiary organ of a Standing Committee, and Governors shall not be a voting member of a Special Committee.

(12) Each Standing Committee Chair shall review their Committee description as set forth within Section 42 of the General Rules and report any recommended amendments to the description to the Board of Governors prior to the end of the calendar year.

## **2. Recommended Criteria for Chairs of Committees**

The following factors shall be considered in the selection process of nominees:

- (1) Voting Club Members for at least one (1) year.
- (2) Demonstrated interest in Club activities
- (3) Demonstrated ability to work with people
- (4) Demonstrated management skills and experience
- (5) To chair the Finance or Human Resources committee, the individual must have related experience.

### **3. Chair Term Limits**

There is a term limit of four (4) consecutive years for the Chairs of any Standing Committees, or of any subsidiary organ of the Board of Governors or of a Standing Committee. After the term limit is reached, at least (1) year must pass before a Member can be reappointed as Chair in the same position.

### **4. Purpose and responsibility of Standing Committees**

The purposes and responsibilities of the Standing Committees shall be as the Board may from time to time prescribe and shall include but are not limited to, the following:

#### **(1) Executive Committee**

The Executive Committee shall consist of the Representative Governor, Vice President(s), Secretary, Treasurer and other Members of the Board of Governors as determined by the Board of Governors. The Representative Governor or, in his/her absence, a Vice-President shall be chair thereof. It shall convene at the call of the chair and may act on behalf of the Board of Governors during the interim between Board meetings, subject to ratification by the Board of Governors.

#### **(2) House Committee**

The House Committee shall be responsible for oversight of the maintenance and upgrading of the Club's physical plant and facilities at the optimum level consistent with Club objectives, for evaluating the appropriate use of space within the premises, for considering facilities improvements, for proposing regulations for dress and conduct of Club Members, and for making appropriate recommendations on these areas of responsibility to the Board of Governors. Infractions of Club rules and violations of what are considered as generally accepted standards of civil behavior are to be brought to the attention of the House Committee for investigation. Depending on the type and severity of the violation, the House Committee will take appropriate action, ranging from verbal (documented) or written warnings to the limited suspension of privileges. Full suspensions and more severe disciplinary actions will be referred to the Board of Governors.

#### **(3) Membership Committee**

The Membership Committee shall have responsibility for all matters pertaining to Membership applications, resignations, cancellations, suspensions, and transfers in status and shall make recommendations in connection therewith to the Board of Governors. It shall also recommend policies to the Board concerning member communications and provide oversight of reciprocal clubs.

#### **(4) Finance Committee**

The Finance Committee shall advise the Board of Governors with regard to the financial affairs and financial policies of the Club. It shall direct the preparation of and submit to the Board of Governors budgets for the operation and capital financing of the Club no later than August for the upcoming financial year. It shall review adherence to approved forecasts and report to the Board any significant deviations. It shall recommend the accounting firm to be employed to conduct at least an annual audit of the Club's financial statement. All requests for funds in excess of budget shall be presented to the Finance Committee for its consideration prior to submission to the Board of Governors. The Treasurer of the Club shall be an ex officio Member of this Committee. The Finance Committee shall advise the board on any resolution to skip, to pay less than the full amount of, or to make advance payment of respective semiannual regular repayment amounts under the SMBC Loan Agreement of 22 November 2012, amended as of 10 June 2022 (as amended or replaced, hereinafter referred to as "SMBC Loan Agreement") as permitted by the SMBC Loan Agreement.

#### **(5) Human Resources Committee**

The mission of the Human Resources Committee is to provide guidance to the Management of the Club, and in addition, to advise the Board of Governors on matters pertaining to human resources management and organization. In its role of guiding the Management, the Committee will audit various human resources practices and policies to ensure they are in line with industry and "state of the art" human resources practice and consistent with the intentions of the Board. The Committee will also review, approve, and where appropriate, recommend compensation programs for management and staff to the Board.

#### **(6) Food & Beverage Committee**

The Food & Beverage Committee shall be responsible for overseeing the running of the Club's Food & Beverage operations. It shall formulate policy with regard to F&B in the Club, reporting directly to the Board of Governors. The committee shall provide feedback and direction to Club management regarding the activities, service and quality of the Club's outlets, banqueting services and outside catering. It shall represent the diverse interests and needs of the Membership, making recommendations where appropriate. It shall assess

the financial performance of the Club's Food & Beverage operations and assist management in developing an annual plan and event schedule.

#### **(7) Recreation Committee**

The Recreation Committee shall be responsible for overseeing the Club's recreation program. It shall represent the diverse interests and needs of the Membership and assist in developing a broad range of recreational activities. The committee shall provide feedback and direction to Club management regarding the activities, service and quality of the Club's recreational programs and facilities. It shall formulate policy with regard to recreation at the Club. It will assist management in developing an annual recreation event calendar and in annually updating the Recreation section of the Club's 3-Year Business Plan.

#### **(8) Culture, Community & Entertainment Committee**

The Culture, Community & Entertainment shall:

- (a) Initiate, arrange, promote, and supervise a program which achieves the roles assigned by the Board through social activities and entertainment in cooperation with management and in coordination with the scheduled affairs of other committees.
- (b) Interface with the community around us in general and in particular with the Minato-ward. Objectives are to support existing activities, i.e., Bon Odori, July Fourth programs, etc., and to screen those organizations seeking to use TAC facilities for their functions.
- (c) Advise the Board of Governors with regard to all matters pertaining to the interchange of culture primarily between the United States and Japan.

#### **(9) Nominating Committee**

Club Members who intend or decide to run for Governor in the next election may not serve on the Nominating Committee. All shall be familiar with the activities and needs of the Club.

The Nominating Committee shall have the responsibility for preparing slates of nominees for election to office in the Club in accordance with procedures provided for in these General Rules. In the preparation of slates of nominees, it shall draw on the knowledge of the General Manager and solicit recommendations from members of the Board of Governors and experienced Club Members. If appointed to the Nominating Committee, a Board Liaison must not be eligible for re-election. The Chair must submit to the Board a brief statement of meeting activity after each meeting.

The Nominating Committee shall also have the responsibility for creating and administering a pool of potential candidates, which should try to represent the various constituencies within the Club, from which Chairs have the option to seek members for their committees.

#### **(10) Compensation Committee**

The Compensation Committee shall consist of five voting members, all of whom will be members of the Board of Governors. The Representative Governor will select the Chair who will then select the other four Board members, all five appointees subject to the approval of the Board. The General Manager and the Chair of the Human Resources Committee will be non-voting ex officio members. The Compensation Committee may invite other committee chairs or individual experts to participate, as needed, in specific deliberations. The Compensation Committee will meet as needed to fulfill its responsibilities that include, but are not limited to, the following:

- (a) benchmark staff compensation, including the General Manager and the Executive staff,
- (b) review and approve the goals and performance metrics for the General Manager by June 1 of each year
- (c) provide General Manager with his/her annual performance evaluation; approve General Manager's bonus; report performance evaluation to the Board
- (d) manage contract renewals of the General Manager with final approval by the Board

- (e) manage the search when hiring a new General Manager, including development of the compensation package,
- (f) provide the Board with a yearly report on Executive compensation that the Board can approve and deliver to the membership at the Annual General Meeting.

The General Manager will report to, and consult with, the Compensation Committee on hiring, firing, and annual evaluation of the Executive staff.

**(11) Risk Control Committee**

The principal role of the Risk Control Committee shall be to review and provide independent, objective oversight of the club’s internal controls and advise the Board of Governors of material internal control risks and their management. The Statutory Auditor(s) shall be ex officio member(s) of the committee but shall not vote. The Risk Control Committee will meet as needed to fulfill its responsibilities that include, but are not limited to, the following:

- (a) Carry out an ongoing evaluation of the risks arising from the various aspects of the club’s business; the execution of its strategic, operational, financial and compliance objectives; and the effectiveness of its internal controls, as examples.
- (b) Provide an independent, objective review of the club’s governance, including at the management, committee and board levels.
- (c) Work with management to identify the highest risk areas in a “Risk Ledger” and provide oversight and input on management prioritizing the resolution of those operational audit areas.
  - i. “Risk Ledger” requiring management to present to the Board of Governors at least once a year at the beginning of the club’s fiscal year, including at least: a list and description of risks management has identified as faced by the club, an estimation of the likelihood said risk may occur, an estimation of the impact to the club should such risk occur, any mitigators in operation and/or planned to reduce either the likelihood and/or the impact of said risk, and the senior member of management primarily responsible for the risk and its mitigation.
- (d) Collaborate with other relevant committees and club members to review management addressing the identified risks in its “Risk Ledger.”

**(12) Nihonbashi Committee**

The Nihonbashi Committee shall be responsible for advising the Board of Governors and Club Management regarding the Tokyo American Club Nihonbashi operations and policies and shall facilitate and support the club by ensuring both a unique and satisfying member experience. The Nihonbashi Committee shall represent the diverse interests and needs of the membership and assist in developing a broad range of activities and services for the Nihonbashi Club. The committee shall provide feedback and direction to Club management regarding the facilities, service and quality of the Nihonbashi Club. It shall assist in formulating policy with regard to operations at the Nihonbashi Club. It will assist management in developing its annual events calendar, yearly budget and updating the Nihonbashi Club section of the Tokyo American Club’s Three-Year Business Plan.

**Section 43 Special Committees**

In addition to the Standing Committees the Board may, from time to time, also create such other Special Committees or Task Forces of the Board of Governors as they may deem necessary, whose duties shall not be inconsistent with the Articles of Association or these General Rules. Each Standing Committee may also create Sub-Committees and Task Forces as they may deem necessary.

**CHAPTER VII ADMINISTRATION**

**Section 44 General Manager**

1. The functions and responsibilities of the General Manager shall be as set forth in this Section 43.

2. As the Chief Operating Officer, the General manager will lead the Club based on the policies of the Board of Governors, the values of the society in which the Club exists and the laws of Japan.

### 3. Key responsibilities

(1) Advise the Board in all areas of operational policy and strategic planning and serve as liaison between staff and Board.

(2) Implement policies established by the Board and direct their administration and execution including payment in full of semiannual regular repayment amounts as stipulated in the SMBC Loan Agreement, or as otherwise resolved by the Board of Directors pursuant to Section 42.4 (4).

Take full responsibility of management and supervision of all staff, including development and maintenance of a succession plan for the Club's senior and executive staff.

(3) Ensure operating, cash and capital budgets are developed in accordance with the annual planning cycle.

(4) Monitor and achieve or surpass the budget as approved by the Board.

(5) Establish and oversee the implementation of appropriate operational controls.

(6) Coordinate the development of the Club's long range and annual business plans. Submit a 3-year business plan for approval every February for the 3-year period starting the next fiscal year (i.e. submit in February 2017 for FY 2017/18 - 2019/20).

(7) Coordinate marketing and membership relations programs to promote the Club and meet or exceed new membership targets when established by the Board.

(8) Participate in community and professional activities to enhance the prestige of the Club while fulfilling the Club's professional and community obligations.

(9) Serve as ex-officio member and advisor to Club Committees.

(10) Ensure adherence to the Articles of Association, General Rules and Board Policy Manual.

(11) Ensure the safety and integrity of the Club's assets.

(12) Ensure high level of member and staff satisfaction.

(13) Ensure sustainability goals are achieved and reported on in parallel with fiscal budgeting and reporting, and that environmental sustainability impact is considered in management's decision-making processes.

### **Section 45 Other Employees**

Other employees of the Club will be employed by the General Manager subject, however, to the instructions or approval of the Board of Governors, where appropriate.

### **Section 46 Statutory Auditor**

The Statutory Auditor shall perform duties in accordance with the Civil Code, including auditing the status of the Club's assets and the management of Club affairs by the Board of Governors, and reporting any irregularities to Club Members at a General Meeting.

## **CHAPTER VIII GUESTS AND TEMPORARY PRIVILEGES**

### **Section 47 Guests**

#### **1. Accompanied Guests**

All Club Members and persons granted temporary privileges who are in good standing may bring non-members to the Club as their accompanied guests. Persons bringing guests shall at all times be responsible for the conduct of their guests. The names of such guests, aged two years and over, shall be registered by the Member at the desks located in the Family and Adult lobbies. A Club Member, regardless of status, may not be registered as an accompanied guest with the exception of Satellite Club Members. No person shall be brought to the Club as an accompanied guest more than twice in any calendar month. Guests shall identify themselves to the Club Staff when requested to do so by showing their guest pass.

## **2. Party Guests**

All Club Members and persons granted temporary privileges who are in good standing may invite non-members to the Club for functions in party rooms. Persons inviting party guests shall at all times be responsible for the conduct of their guests.

## **Section 48 Temporary Privileges**

### **1. Applicants for Membership**

Each applicant for Membership shall be given temporary privileges in accordance with Chapter II, Procedures for Admission as Club Member.

### **2. Bona Fide Visitors from Overseas**

Upon application by a Regular Member, bona fide visitors from overseas may be given temporary privileges for a period not to exceed three (3) months per calendar year, subject to the following:

(1) A Regular Member in good standing shall be responsible for all Club obligations of the visitor.

(2) Bills shall be sent directly to the visitor or his/her company for payment, as specified in the application form. Payment will be accepted by credit card only.

(3) If the Regular Member resigns or if his/her Membership is terminated in any way, temporary privileges will automatically be canceled.

(4) Dues for bona fide visitors shall be on a monthly basis at a higher rate than those paid by Regular Members. This may be pro-rated weekly.

### **3. Temporary Privileges for Family Members after Termination of Membership**

(1) The Family Members of a Company Regular Member who leaves Japan and is replaced as a Company Regular Member by the company holding the Company Regular Membership may be given, from the effective date of said replacement, temporary privileges on the same basis as bona fide visitors from overseas provided that it is shown that the Family Members must remain temporarily in Japan in order not to interrupt the education of one or more of the replaced Member's children or because of the illness of a Family Member or for another reason approved by the Board of Governors. In such case the application for temporary privileges shall be made by the company holding the Company Regular Membership, which will be responsible for all Club obligations relative thereto.

(2) Treatment of the Family Members as "family" will be given only if the Club Member's spouse continues to reside in Japan.

### **4. Other Persons**

Temporary privileges may also be given to the following persons:

(1) Relatives of Club Members who live abroad and are temporarily visiting Japan for less than a three-month period. Such temporary Membership shall be valid for three months annually and may include family travelling with the relative of the Club Member. A passport, ticket, reservation confirmation or other official documentation must be provided for proof of temporary visitor status for each family member when registering for temporary privileges.

(2) Members of other Clubs with which the Club has established reciprocal arrangements, as is provided for elsewhere herein, and

(3) Other persons to whom the Board of Governors has authorized the granting of temporary privileges.

(4) A former Company Member may, at any time within thirty (30) days of terminating employment with the sponsoring corporation, apply for Company Transition Privileges. The sponsoring corporation must not be willing to transfer the Company Membership to the member, for the member to be eligible for Company Transition Privileges. Company Transition Privileges are available for a period of up to six (6) months starting from the month in which the application is filed. A Company Regular Member granted Company Transition Privileges shall be charged the same monthly dues as Company Regular Members and shall enjoy the same rights and privileges (except for voting) as when in the status of a Company Regular Member. A Company Satellite Club Member granted Company Transition Privileges shall be charged the same monthly dues as Company Satellite Club Members and shall enjoy the same rights and privileges as when in the status of a Company Satellite Club Member. Since the membership deposit will have been returned to the company, the Club Member must guarantee payment of the monthly dues and any usage charges by providing the Club with a valid credit card. Failure to maintain a valid credit card on file with the Club or to pay all charges when due will result in the immediate termination of Company Transition Privileges.

### **5. Temporary Privileges Cards**

Temporary Privileges Card shall be issued to those persons granted Temporary Privileges which shall contain, among other things, proper identification of said persons and whether said privileges are granted on a cash or credit basis.

### **6. Charging Privileges**

No person shall be given charging privileges at the Club who does not place with the Club the required deposit except as may otherwise herein be provided.

### **7. Board Action**

The General Manager shall have the authority to withhold approval of any application for temporary privileges pending action by the Board of Governors if he/she considers it in the interest of the Club to do so.

## **Section 49 Reciprocal Arrangements with Other Clubs**

### **1. General**

Reciprocal arrangements will be made by the General Manager, with oversight by the Membership Committee, with clubs considered to be of comparable stature with the Club in their respective communities that can provide identifiable benefits and services to Club Members to justify the making of the arrangements. Such arrangements shall afford Club Members privileges to use the facilities of reciprocal clubs comparable with those given by the Club to the members of reciprocal clubs.

### **2. Temporary Privileges**

Temporarily visiting Members in good standing of reciprocal clubs and their family members shall be given temporary privileges as otherwise provided for herein and shall have normal use of all facilities of the Club, including restaurants, bars, and other activities unless otherwise restricted. Each reciprocal club shall agree that its members will abide by all rules and regulations of the Club and it will be understood that their guest privileges may be canceled should they fail to follow the Club's rules and regulations. Residents of Japan are not eligible to use the Club on a reciprocal basis unless specifically authorized by a respective reciprocal agreement.

### **3. Credit**

In principle, credit will not be given and privileges will be afforded only on a cash, chit, or credit card (AMEX, MasterCard & Visa) basis. This Club may, however, extend credit in accordance with its established policies. This Club will not grant credit facilities to visiting members of reciprocal clubs without the specific approval in advance of the Board of Governors. No credit shall be given without either the placement of an appropriate deposit or a satisfactory guarantee of the reciprocal club concerned.

### **4. Identification**

The person to whom the above privileges are to be given shall be identified by a recent letter signed by the manager or other responsible officer of the reciprocal club stating that the person is a full member of the reciprocal club in good standing or other satisfactory identification or proof of the same.



## **5. Limitations of Use**

(1) Reciprocal Members are limited to three (3) visits per year of no more than two (2) weeks duration each.

(2) A Tokyo American Club Member, regardless of status, may not be registered for Reciprocal Member temporary privileges of Tokyo American Club.

## **CHAPTER IX USE OF CLUB CARDS**

The following shall apply to the use of cards given to Club Members and to persons to whom temporary Club privileges are granted:

### **1. Presentation**

Such cards shall be presented by the holder upon request from properly authorized Club Members or employees for purposes of:

- (1) Identification,
- (2) Confirmation of the right of the person to use the Club facilities and
- (3) Use, together with the signature of the holder, in recording credit transactions.

### **2. Responsibility**

No person to whom a card is issued shall allow another person to use said card. Any use, authorized or otherwise, of a Club card shall be the responsibility of the person to whom the Club has issued the card.

### **3. Possession**

Cards found in the possession of any person other than those to whom they were issued may be taken by properly authorized Club Members or employees and need not be returned to the person to whom they were issued if the General Manager or an authorized Club Member considers that the matter requires the consideration of the Board of Governors. Duplication or reproduction of Club identification is strictly prohibited.

### **4. Loss**

The loss of any card shall be reported immediately to the General Manager. The issuance of a replacement card shall be left to the discretion of the General Manager.

### **5. Privileges**

A Club Member who is not able to present a Club card may be refused the right to use the facilities of the Club and the right to exercise credit privileges.

### **6. Age**

No person under the age of eight (8) shall be issued a card or be given credit privileges.

## **CHAPTER X BUSINESS RELATIONS BETWEEN THE CLUB, ITS MEMBERS, AND ITS EMPLOYEES**

1. No Club Member of the Board or of any Committee shall receive compensation from the Club or Club Members for any services rendered by that Club Member as a Board or Committee Member.

2. With the objective of having the best interests of the Club served, Club Members of the Club and their companies or firms shall have the right on a commercial basis to supply specific products to the Club or to be employed by the Club to perform specific services or be given the opportunity to do so in competition with others. However, in the interest of avoiding conflicts of interest, as well as the appearance thereof, a Club Member who is serving as either a Governor of the Club or as a Chair of a Standing Committee, shall not do business with the Club unless (1) such Club Member is awarded the business on a commercial basis through competitive bidding, or (2) the Board has determined after due deliberation and upon the written recommendation of the General Manager that such Club Member is the only party reasonably qualified to

undertake the business. A Club Member who is a Chair of a committee which is not a Standing Committee shall be bound by the provisions of the preceding sentence with respect to business within the purview of the committee that is chaired by the Club Member.

3. Members of the Board and Committees who do business with the Club will disqualify themselves from discussions and votes on matters related to their business with the Club. During any such discussion or vote, the concerned Members should excuse themselves and physically leave the room.

4. No Club Member shall exert undue influence over Board or committee Members to reach decisions that will directly result in said Club Member or said Club Member's company or firm obtaining business from the Club.

5. The Club will maintain a roster, which will be available for inspection by Club Members in the Office of the General Manager at any time during normal business hours, of Club Members or Member Companies with whom contracts or purchase orders, individual or annual, may amount to in excess of one million (¥1,000,000) Japanese Yen. Said roster will be posted annually during the period of notice of the Annual General Meeting. The Board will be provided with a minuted basis of selection of any new contract in excess of two million (¥2,000,000) Japanese Yen which is placed with a Member company.

6. No employee of the Club shall do business with the Club on a commercial basis.

## **CHAPTER XI AMENDMENT OF GENERAL RULES**

These General Rules may be amended by the Board of Governors unless the amendment requires a resolution at a General Meeting as set forth in the Articles of Association.

## **CHAPTER XII MISCELLANEOUS**

### **1. Official Address**

(1) Club notices, billings, and other written and printed materials shall be mailed to each Club Member at the official address advised by said Club Member.

(2) In the absence of a written instruction from the Club Member to the contrary such materials shall be mailed to the home address which appears on the Club Member's application form.

### **2. Official Club Roster**

(1) The Club shall prepare and maintain on a current basis an Official Club Roster which shall contain the names of all Club Members, their official addresses, telephone numbers, Club card numbers, and other information deemed necessary by the Board of Governors and the General Manager.

(2) The addresses in the Official Club Roster shall be the official mailing addresses of the Members.

(3) The information for the Official Club Roster will initially be obtained from the Club Member's application for Membership.

(4) The primary responsibility for keeping the Club's information with regard to its Club Members up-to-date shall be on the Club Members.

### **3. Ownership of the Club Brand**

The Club name (and abbreviated names) and its associated seals, marks and trademarks, logos, and symbols, and like identifying images (collectively, the "names and marks") are internationally recognized and represent the high caliber and image of our Club.

The Club is the owner of its names and marks. Names and marks of the Club may only be used with the express permission of the General Manager and the Board. They may not be used in a manner that implies endorsement of, or affiliation with, events, activities, programs, products or services of any entity not directly associated with, or licensed in writing by, the Club.

### **4. Members will not sell the privileges of being a Member to non-members.**

-End