

# **LINK-J**

## **Life Science Innovation Network Japan**

### **Special Membership Rules**

### **Purpose of Use of Personal Information**

### **Basic Policy on Protection of Personal Information**

## **Purpose of Use of Personal Information / Basic Policy on Protection of Personal Information**

### **Purpose of Use of Personal Information**

The purpose of use of personal information provided in the Act on the Protection of Personal Information and related laws and regulations (hereinafter referred to as “Laws and Regulations”) shall be specified as follows:

- 1 Personal information retained by Life Science Innovation Network Japan, Inc. (hereinafter referred to as “LINK-J”) (except for specific personal information) is used to perform the business of LINK-J as follows:
  - (1) Business to promote interaction and collaboration of related persons involved in life-science industries in and outside Japan;
  - (2) Development and assistance business that helps develop and assist in the human resources and venture firms in life-science industries for contribution to helping people around the world live healthier lives; and
  - (3) Any other business related to the businesses stated in (1) and (2) above that is required to achieve the purpose of LINK-J.
- 2 Personal information retained by LINK-J (except for specific personal information) is used for the following purpose of use with regard to the business stated in item 1 above.

If the purpose in using certain personal information is restricted by Laws and Regulations, such information will not be used in excess of such remitted purpose of usage.

- To recruit participants or register participation in the events or programs hosted, co-hosted or sponsored by LINK-J
- To proceed the procedures required to use the Nihonbashi Life Science Business Bases collaborated with Mitsui Fudosan Co., Ltd.
- To respond to, record and store consultation, inquiries, opinions, complaints or other matters
- To send e-mail newsletters and notices for services provided by LINK-J
- To operate LINK-J, provide each service, make improvements and perform marketing research or questionnaires for the operation, service and improvements
- To perform surveys about business of LINK-J, feedback survey results or other information, conduct studies and perform any other activities

- To take administrative procedures for enrollment as and withdrawal from the Special Member
- To exercise rights or perform obligations based on the Special Membership Rules and the Laws and Regulations
- To provide personal information to a third party within the necessary scope under item 3

3 The matters pertaining to the provision of personal information to a third party shall be as follows:

- (1) In addition to the cases required to provide such information based on provisions of Laws and Regulations, LINK-J may provide customer's personal information to Mitsui Fudosan Co., Ltd. and Mitsui Fudosan Building Management Co., Ltd., our partners, within the scope required to implement or introduce the services related to the business purposes of LINK-J in items 1 and 2 above.
- (2) The information to be provided shall be customer's name, address, belonging, phone number, e-mail address and any other necessary items, but shall be limited to the minimum items.
- (3) If LINK-J provides personal information to a third party, it shall deliver it by documents, mail, phone, facsimile, e-mail, electronic media or any other means with full consideration to safety management. If electronic data is provided, such data is encrypted and then delivered.
- (4) LINK-J will stop providing personal information to any of the third parties upon request of the relevant customer. Please contact the personal information desk.

4 Some pages of this website send and receive information called "cookies" in order to deliver services to the customer.

Cookies are used mainly for the following purposes:

- To provide various assistance in entries or customize formats suitable for use of each customer in providing services for members or others on this website or other media
- To use data as statistics in the format not allowed to identify the specific individual

\* Cookies are used only for the purpose of delivering services to customers and for usage analysis. Cookies will never be used for any purpose other than above. Cookies will not be used by associating with personal information.

#### Cookies

Cookies are information transmitted between a web server and a browser of a customer in order to operate the Internet efficiently and may be recorded on the customer's information terminal. Of the information provided through cookies, LINK-J may acquire the attributional information that does not enable the identification of the specific individual such as age, gender, occupation or resident areas (limited to information that cannot identify the specific individual even if combined with any information), the terminal information, the behavior history of an user on this website (such as URL, contents the user accessed or order of browsing) and the location information based on approval or applications of an user when he or she uses a smart phone or other device. However, cookies will not include any personal information such as an e-mail

address or names.

The customer can set its environment to disable cookies but may not receive some parts of the services on this website as a result.

5 This website records the information on a computer of the customer who accessed the website as access logs.

Access logs are used mainly for the following purposes:

- To identify and solve the causes of troubles occurred in a web server
- To improve the website for more customer satisfaction
- To use data of usage of the website or other matters as statistics in the format not allowed to identify the specific individual
- To provide various assistance in entries or customize information displayed and other matters to be suitable for use of each customer by using behavior history or other information before login, when the customer uses membership information to log in a website or services for members

Access logs

Access logs mean the information on a domain name and IP addresses used, files accessed, operating system and browser types used and time accessed when a customer accesses.

End

## **Life Science Innovation Network Japan, Inc.**

### **Basic Policy on Protection of Personal Information**

Life Science Innovation Network Japan, Inc. (LINK-J) is the organization with the aim to create the spaces in Nihonbashi for the exchange of people around the world who are involved with broadly-defined life-science studies or industries from regenerative medicine, individualized medicine, drug discovery, medical devices and healthcare IT to prevention, pre-symptomatic diseases, health and longevity, and establish the platforms which continue to generate products and services contributing to people's health. LINK-J shall use the acquired personal information in accordance with this purpose, respect and comply with the laws and regulations applied with regard to personal information and their spirits, handle personal information in a proper and secure manner and make efforts to protect personal information in accordance with the Act on the Protection of Personal Information.

#### 1 Acquisition of personal information

LINK-J clarifies the purpose of use of personal information in the separate Purpose of Use of Personal Information and handles the information provided voluntarily by the person.

## 2 Purpose of use and protection

LINK-J uses the personal information within the scope of the purpose of use of such information.

Except for the cases where LINK-J ties up with other persons or entity in order to implement the purpose of use, the cases where provision to a third party is required by laws, regulations or other rules and the cases where such provision is necessary for the protection of the life, body or property of an individual, LINK-J will not provide such information to a third party.

## 3 Administration system

- (1) LINK-J manages all personal information properly and takes preventive or corrective measures in order to prevent such information from the loss, damage, falsification, leakage or any other accidents due to unauthorized access, theft, bringing out or other actions.
- (2) If any operation within the purpose of use is outsourced to an external service provider based on personal information, LINK-J executes a personal information handling agreement with the service provider, and manages and supervises the service provider to ensure proper management.
- (3) LINK-J receives as needed and responds properly to inquiries from the person of the personal information pertaining to handling of personal information such as disclosure, collection or suspension of use.

LINK-J responds to any complaints pertaining to handling of personal information in a proper and prompt manner.

## 4 Maintenance and continuation of efforts for compliance with laws and regulations

- (1) LINK-J makes efforts to perform its operations in accordance with laws and regulations and any other rules pertaining to protection of personal information.
- (2) LINK-J continues to review and improve the policies, systems and other matters required to protect the personal information retained by LINK-J, depending on the changes in its business activities and the changes or shifts in the laws and regulations, social environment and IT environment surrounding the business.

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## **Special Membership Rules**

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

The purpose of the Rules is to specify the necessary matters for the Special Member under Article 5 of the Articles of Incorporation of Life Science Innovation Network Japan, Inc. (hereinafter referred to as "LINK-J")

### **Article 2 (Scope of the Rules)**

The Rules are applied to all actions taken by the person, who is enrolled as the Special Member of LINK-J, in the capacity of the Special Member.

### **Article 3 (Types of Special Members)**

- 1 The Special Members of LINK-J are the cooperation, organization and individual that agree with the purpose of LINK-J, assist and participate in its business activities.
- 2 The types of the Special Members are as follows:
  - (1) Special Membership A:  
Corporations with 101 or more employees
  - (2) Special Membership B:
    - (i) Corporations with 100 or fewer employees; and
    - (ii) Non-profit organizations (Independent administrative agency, national research and development agency, administrative agencies, educational corporations, general corporations, public benefit corporations, social welfare corporations, public institutions such as diplomatic offices in Japan, etc.)
  - (3) Special Membership C:
    - (i) Medial doctors, company related persons or employees, and other individuals;
    - (ii) Related persons or employees of non-profit organizations that correspond to the Special Membership B (ii); and
    - (iii) University students and graduate students.
- 3 The type of the Special Member shall be decided as of a base date of April 1 every year. If there are any changes, the type shall be changed automatically on April 1 every year based on the standards under paragraph 2.

### **Article 4 (Enrollment)**

To enroll as the Special Member of LINK-J, an applicant shall apply for enrollment in the forms prescribed by LINK-J and go through the predetermined procedures such as screening.

### **Article 5 (Enrollment and Annual Fees)**

- 1 The enrollment and annual fees to be paid by the Special Member shall be as described in the Appendix 1.
- 2 The annual fee shall be applicable from April 1 to March 31 of the next year.

- 3 The enrollment and annual fees shall be paid to the bank account designated by LINK-J or paid by a credit card by the due date separately specified by LINK-J.
- 4 The enrollment and annual fees paid by the Special Member to LINK-J shall not be refunded for any reason whatsoever.
- 5 The enrollment and annual fees shall be paid in a lump sum by the due date specified by LINK-J.
- 6 If the Special Member withdraws from the membership and then enrolls it again, it is regarded as re-enrollment. Such re-enrollment shall require a payment of an enrollment fee again.
- 7 If the type of the Special Membership under Article 3 is changed, the Special Member shall not be required to pay the difference in the enrollment fee caused by the change or shall not be entitled to a request for refund. The annual fee after the change shall be applied from the next fiscal year. The Special Member shall not be required to pay the difference in the annual fee caused by the change or shall not be entitled to a request for refund.

#### **Article 6 (Enrollment in the Middle of a Membership Period)**

The type of the Special Membership of the person who is enrolled in the middle of an annual fee period shall be decided on the basis of an enrollment date. The annual fee to be paid by such Special Member shall be calculated in accordance with the number of the months from the month following the month of the enrollment date to March. The annual fee per month shall be as described in the Appendix 1.

#### **Article 7 (Membership Period)**

- 1 The membership period shall be the period for the annual fee paid under Article 5 or 6. However, this shall not apply to any special circumstances.
- 2 The membership shall be renewed automatically on April 1 every year unless there is a request for withdrawal.

#### **Article 8 (Services for Special Members)**

- 1 The Special Member shall be entitled to receive the services described in the following items:
  - (1) Participation in the events or programs hosted, co-hosted or sponsored by LINK-J; and
  - (2) Use of the Nihonbashi Life Science Business Bases.
- 2 LINK-J shall determine the following matters for the services under paragraph 1 of this Article:
  - (1) The Special Member and the person (hereinafter referred to as "Guest") who is accompanied by such Special Member to use the Nihonbashi Life Science Business Bases (hereinafter referred to as "Bases") shall comply with the Rules.
  - (2) The Special Member shall make the Guest comply with the Rules.
  - (3) The use conditions and fees may be different depending on the type of the Special membership, events or programs. The number of times of use, the available time and the number of persons may be limited.
- 3 LINK-J shall determine the following matters for item 2 of paragraph 1 of this Article:
  - (1) The Special Member and the Guest shall follow the user's guide for Nihonbashi Life Science Business

Bases. The user's guide may be changed for certain reasons of Mitsui Fudosan Co., Ltd. and LINK-J.

- (2) The Special Member and the Guest shall comply with the Terms of Service of Nihonbashi Life Science Business Bases separately provided by Mitsui Fudosan Co., Ltd.
- (3) The Special Member shall make the Guest comply with the Terms of Service of Nihonbashi Life Science Business Bases.
- (4) In the course of using the Bases by the Special Member and the Guest, if LINK-J finds that the purpose of use does not match with the purpose of LINK-J, it may refuse the use.

#### **Article 9 (Withdrawal)**

The Special Member may withdraw from the membership at any time after the predetermined procedures; provided, however, that LINK-J shall be informed in advance at least one month before withdrawal.

#### **Article 10 (Expulsion)**

- 1 If the Special Member falls under any one of the following items, LINK-J may take the predetermined procedures and expel such Special Member without any demand:
  - (1) The Special Member defames LINK-J or takes any actions violating the purpose of LINK-J;
  - (2) The Special Member takes any actions degrading the membership;
  - (3) The Special Member takes or may encourage any actions violating laws and regulations or being offensive to public order and morals;
  - (4) In the events, programs or other opportunities hosted by LINK-J or in the Bases, the Special Member shows significantly uncouth or violent actions and words or displays its power and thereby makes other members, users or persons feel anxious, or the Special Member takes mischievous behavior for other members;
  - (5) The Special Member damages any portion of the Bases intentionally;
  - (6) The Special Member violates the Rules and the Terms of Service of Nihonbashi Life Science Business Bases, and has not corrected the violation despite LINK-J's request to do so; or
  - (7) There are any other justifiable causes.
- 2 If LINK-J expels the Special Member in accordance with paragraph 1 of this Article or paragraph 3 of Article 20, LINK-J may request the Special Member to compensate the damage caused by the causes for expulsion.

#### **Article 11 (Loss of Membership)**

- 1 If the Special Member falls under any one of the following items, such Special Member shall lose the membership:
  - (1) The Special Member withdraws from the membership in accordance with Article 9 (Withdrawal);
  - (2) The Special Member is expelled in accordance with Article 10 (Expulsion);
  - (3) Bankruptcy, start of civil rehabilitation proceedings, start of corporate reorganization proceedings or start of special liquidation is filed by a third party to the member of Special Membership A or B or by such member itself;

- (4) The dissolution is resolved by the member of Special Membership A or B or the dissolution order is issued to such member (except for the cases where a corporation or organization is dissolved due to a merger);
  - (5) The member of Special Membership C has died or has become the subject of an adjudication of disappearance;
  - (6) LINK-J is dissolved;
  - (7) LINK-J attempts to contact the Special Member but there has been no contact for three months or more; or
  - (8) The Special Member has not paid the enrollment or annual fee or any other claims for one year after a due date.
- 2 If the Special Member loses the membership in accordance with paragraph 1 of this Article, such Special Member may not receive the services for Special Members under Article 8.

#### **Article 12 (Notification of Changes)**

- 1 If there are any changes in the information notified to LINK-J such as the name or entity name, address, belonging and contact information of the Special Member, such Special Member shall take the prescribed procedures for the changes without delay.
- 2 LINK-J assumes no responsibility if the Special Member suffers any disadvantages because such Special Member did not take the procedures under paragraph 1 of this Article or made any errors.
- 3 LINK-J may make a claim retroactively if LINK-J suffers any disadvantages because the Special Member did not take the procedures under paragraph 1 of this Article or made any errors.

#### **Article 13 (Handling of Information on a Member)**

- 1 LINK-J uses the personal information on the Special Member retained by LINK-J within the scope of the Purpose of Use of Personal Information separately provided by LINK-J.
- 2 The Special Member shall assure that the personal information provided by the Special Member to LINK-J is correct. LINK-J assumes no responsibility for any damage incurred by the Special Member or a third party due to incorrectness of such information.

#### **Article 14 (Prohibitions)**

- 1 The Special Member must not take the following actions:
  - (1) To assign or lend or provide as collateral all rights or obligations based on the membership to a third party; or
  - (2) To take any actions which are or may be in violation of laws in the course of activities at LINK-J including infringement of any rights of other persons.
- 2 The provision of paragraph 1 of this Article shall remain in force after the Special Member loses the membership, withdraws from the membership or is expelled.

#### **Article 15 (Damages)**



If the Special Member or the Guest causes any damage to LINK-J, other members or a third party intentionally or negligently when using the services provided by LINK-J, such Special Member must compensate for the damage.

#### **Article 16 (Exemption)**

LINK-J assumes no responsibility for any damage incurred by the Special Member or the Guest due to the following causes:

- (1) Any troubles caused by use of the services provided by LINK-J;
- (2) Act of God such as earthquakes or floods, disasters caused by act of providence such as fires or a mob, electrical outage, theft, malfunctions, destruction or breakdowns in IT infrastructure communication or other equipment such as Internet connection equipment, accidents or any other causes not attributable to LINK-J;
- (3) Intention or negligence of other Special Member, Guest or a third party; or
- (4) Maintenance and inspections, repair or other measures implemented to maintain and keep fixtures and fittings, equipment or others in the Bases.

#### **Article 17 (Duty of Care of a Good Manager)**

- 1 Given the fact that the Bases are the spaces to interact among members, the Special Member and the Guest shall follow the Rules and the Terms of Service of Nihonbashi Life Science Business Bases, take no mischievous behavior to other members and a third party, and use the Bases (including fixtures and fittings, equipment or others) with duty of care of a good manager.
- 2 The Special Member and the Guest shall not leave personal belongings in the Bases and shall take full responsibility for managing such personal belongings. LINK-J shall not be responsible for loss, theft, breakage, defacement or other damage of personal belongings unless there are any causes attributable to LINK-J. LINK-J disposes of any personal belongings left in the Bases, and assumes no responsibility for any damage incurred by the Special Member and the Guest.

#### **Article 18 (Delay Damages)**

If the Special Member delays in payments of the enrollment and annual fees and any other claims for more than 30 days, LINK-J may claim delay damages calculated by multiplying the unpaid amount at an annual rate of 14.6 percent, in accordance with the number of days from the day following the due date until the day of the payment.

#### **Article 19 (Termination of Use of the Bases)**

- 1 If LINK-J finds the whole or part of the Bases is lost or damaged and becomes unavailable due to act of God and any other causes not attributable to LINK-J and the Special Member or if LINK-J terminates the operation of the Bases or if LINK-J deems necessary for other reasons, LINK-J may terminate the services provided based on the Rules for any reason whatsoever.
- 2 LINK-J shall not be responsible for any damage incurred by the Special Member pursuant to paragraph 1

of this Article.

**Article 20 (Exclusion of Anti-Social Forces)**

- 1 The Special Member and the Guest shall commit to LINK-J to ensure the matters in the following items:
  - (1) The Special Member and the Guest, or the Special Member or the Guest or the officer of the company or organization to which the Special Member or the Guest belongs (meaning a member who executes the business of the company or organization, a director, an executive officer or a person equivalent thereto) are not an organized crime group, an affiliated company of an organized crime group, a corporate racketeer, any other group or person equivalent thereto, or a member of such group (collectively hereinafter referred to as "Anti-Social Forces").
  - (2) The Special Member and the Guest shall not allow the Anti-Social Forces to utilize their names for acquisition of membership.
- 2 The Special Member and the Guest must not provide the Bases as an office or any other operational bases for the Anti-Social Forces. The Special Member and the Guest must not allow the Anti-Social Forces to occupy the whole or part of the Bases by acts or omissions such as making members or related persons of the Anti-Social Forces enter into the buildings in which the Bases exist and the Bases or permitting such entrance.
- 3 If the Special Member violates paragraph 1 or 2 of this Article, LINK-J shall be able to expel such Special Member without any demand.

**Article 21 (Confidential Information)**

- 1 In the Rules, the "Confidential Information" means all information which the Special Member itself wishes to keep confidential and any technical, sales or all other information pertaining to LINK-J and other members, whether in tangible or intangible form, that may become known to the Special Member during its membership period.
- 2 The Bases are used by many and unspecified people. The Special Member must manage the Confidential Information at its responsibility. LINK-J assumes no responsibility for any leakage of the Confidential Information of the Special Member.
- 3 The Special Member shall recognize in advance that the Confidential Information might be included in the information to be acquired through daily interaction, events or other opportunities in the Bases. If the Special Member intends to utilize the information to be acquired through daily interaction, events, programs or other opportunities in the Bases for its business, such Special Member must make efforts not to infringe on rights of other members by obtaining confirmation of the persons concerned or taking any other measures as necessary.
- 4 Notwithstanding the provisions of this Article, if the Special Member can demonstrate that information falls under the following items, such information shall not be regarded as the Confidential Information:
  - (1) Any information that is already known to the public at the time of disclosure or becomes known to the public after that due to causes not attributable to the Special Member;
  - (2) Any information that is duly obtained by the Special Member from a third party under no confidentiality

obligation;

- (3) Any information that is already possessed by the Special Member at the time of disclosure;
- (4) Any information that is developed independently by the Special Member without using the disclosed information; or
- (5) Any information that is disclosed by LINK-J under no confidentiality obligation to a third party.

**Article 22 (Governing Laws and Agreed Jurisdiction)**

The Rules shall be governed by and construed in accordance with the laws of Japan. The Tokyo District Court shall have exclusive jurisdiction for the first instance for all disputes arising with respect to the Rules.

**Article 23 (Matters Not Specified in the Rules)**

Any questions which arise in relation to matters not stipulated in the Rules shall be interpreted through consultation in good faith between LINK-J and the Special Member.

**Article 24 (Changes)**

LINK-J may change, add or delete any provisions of the Rules after approval of the Governing Board.

**[Supplementary Rules]**

The Rules shall become effective from April 2018.

End

**[Appendix 1]**

The enrollment and annual fees for the Special Member shall be as described in the following table:

Membership Type		Enrollment Fee	Annual Fee	Annual Fee per Month for Enrollment in the Middle of a Membership Period
(1) Special Membership A	Corporations with 101 or more employees	JPY 100,000	JPY 500,000	JPY 41,667
(2) Special Membership B	(i) Corporations with 100 or fewer employees	JPY 30,000	JPY 120,000	JPY 10,000
	(ii) Non-profit organizations (Independent administrative agency, national research and development agency, administrative agencies,	JPY 30,000	JPY 120,000	JPY 10,000

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	educational corporations, general corporations, public benefit corporations, social welfare corporations, public institutions such as diplomatic offices in Japan, etc.)			
(3) Special Membership C	(i) Medical doctors, Company related persons or employees, and other individuals	JPY 2,000	JPY 30,000	JPY 2,500
	(ii) Related persons or employees of non-profit organizations that correspond to Special Membership B	JPY 2,000	JPY 5,000	JPY 417
	(iii) University students and graduate students	JPY 2,000	JPY 3,000	JPY 250