

Life Course Design Consortium Operating Rules

June 17, 2021

Revised: September 24, 2021

The following Management Regulations (hereinafter referred to as "the Regulations") are established for matters necessary for the management of the Life Course Design Consortium. (1) Name

Article 1. The name of the Consortium shall be the Life Course Design Consortium (hereinafter referred to as "the Consortium").

(English name: Life Course Design Consortium)

(Establishment)

Article 2. The Consortium shall have its main office in the Executive Office as stipulated in Article 13.

(Purpose)

Article 3. The purpose of the Consortium is to promote the social implementation of data health using personal data, and to conduct the business described in Article 4.

(Projects)

Article 4. In order to achieve the purpose of the preceding article, the Consortium will conduct the following projects (hereinafter referred to as the "Project").

(i) Field demonstration of data health and social demonstration of secondary use of data.

(ii) Information and technology exchange activities by holding lectures, symposiums, workshops, etc.

(iii) Development and promotion of collaborative projects among related organizations (organizations that conduct activities related to health, medical care, medical and nursing care insurance, and welfare) by holding workshops, etc.

(iv) Other projects necessary to achieve the objectives of this Consortium.

(Founder)

Article 5. This Consortium is established by the founders, Saitama Medical University, Life Course Design, and KDDI R&D Laboratories, Inc.

The founders belong to the Steering Committee as specified in Article 12.

(Membership)

Article 6. Members are corporations and organizations that agree with the purpose of the Consortium, participate in the Consortium to promote the Project, and have been approved for membership in accordance with Article 8, Paragraph 1.

(Types of Members)

Article 7. The Consortium will consist of regular members, associate members, supporting members, and special members.

2 The Regular Members are corporations that agree with the activities of the Consortium and cooperate in the management, etc.

3 The Associate Members are corporations that agrees with the activities of this Consortium and wish to work in this Consortium under certain restrictions in order to be considered for membership as a Regular Member, and have been accepted.

4 Supporting Members are corporations that agree with the purpose of the Consortium's activities and support the Project.

5 Special Members are public research institutions, public organizations, NPOs, and qualified individuals who agree with the purpose of the Consortium's activities.

(Admission and Withdrawal of Members)

Article 8. A person who wishes to become a member of the Consortium shall submit the prescribed application form to the Chairperson as stipulated in Article 10, Paragraph 1, Item 1 (hereinafter referred to as the "Chairperson"). If the person falls under the provisions of Article 6 and the Chairperson recognizes that the person's admission is appropriate, the person may be admitted as a member.

2 When a member intends to withdraw from the membership, they shall submit a notice of withdrawal with the reason to the President. In this case, the membership fee paid before the withdrawal shall not be refunded. In addition, the member must pay any unpaid membership fees up to the date of withdrawal.

3 If there are any changes to the member's name, address, representative name, or any other matters specified by the Consortium in the prescribed application form, the member must promptly notify the President to that effect.

4 In the event that a Member violates these Rules, and the violation is not resolved despite recommendations for correction, the Executive Office stipulated in Article 13 may request that the Member be forcibly withdrawn from the Consortium.

5 The Member who withdraws or is forced to withdraw from the Consortium shall immediately destroy the data acquired through participation in the Consortium.

(Rights and Obligations of Members)

Article 9. Members shall have the following rights:

- (i) Members shall have the right to participate in the Project.
- (ii) Full Members shall have the right to participate in the General Assembly and have one vote each, the right to participate in working groups, etc. as defined in Article 19, and the right to secondary use of data acquired through participation in the Consortium.
- (iii) Associate Members shall participate in the General Assembly, have voting rights, and the right to participate in the Working Group, etc., as stipulated in Article 19, but shall not have the right to secondary use of data.
- (iv) Supporting Members and Special Members do not have voting rights or the right to secondary use of data, but they may participate in the General Assembly as observers and express their opinions on the Consortium's activities.
- (v) When the Consortium recognizes that there is a contribution equivalent to the qualifications of each member, the appropriate membership rights will be granted.

2 Members shall have the following obligations

- (i) Members must pay the membership fee specified for each membership type, with the exception of Special Members.
- (ii) Members must comply with these rules, the supplementary rules stipulated in Article 29, and the decisions of the General Assembly or the Steering Committee, and must cooperate with the Project in order to achieve the Consortium's objectives.

(Organizational Structure)

Article 10. The Consortium will have the following Chairperson, Vice Chairperson, and Secretary:

- (i) One Chairperson: To be decided by Life Course Design Incorporated Association.
- (ii) One Vice-Chairperson, who shall be nominated by the Chairperson.
- (iii) Several secretaries, who shall be appointed by the Chairperson.

2 The Chairperson will represent the Consortium and oversee the Consortium.

3 The Vice Chairperson and Secretary will assist the Chairperson.

4 In the absence or disability of the Chairperson, the Vice-Chairperson will perform the Chairperson's duties on their behalf.

5 The Chairperson, Vice Chairperson, and Secretary shall participate in the General Assembly and have the right to vote thereon.

6 The term of office of the Chairperson, Vice Chairperson, and Secretary shall be one year. The term of office of the Chairperson, Vice-Chairperson, and Secretary shall be one year; however, reappointment is not precluded.

(Advisor)

Article 11. The Consortium may appoint advisors to provide advice from an academic, professional, or administrative standpoint on the overall activities of the Consortium.

2 The advisor shall be a person appointed by the Executive Office as stipulated in Article 13.

3 Advisors may participate in the General Assembly, but they may not have voting rights.

(Steering Committee)

Article 12. The Consortium will have a Steering Committee to ensure the smooth and efficient operation of the Consortium.

2 The Steering Committee consists of the Founder, Chairperson, Vice Chairperson, and Secretary.

3 The Chairperson will serve as the Chairperson of the Steering Committee.

4 The Steering Committee will submit proposals to the General Assembly.

5 The Secretary of the Steering Committee shall conduct the administrative work of the Steering Committee as stipulated in Article 13.

(Executive Office)

Article 13. The Executive Office of the Consortium shall be located at Life Course Design, Inc.

2. The Executive Office shall have an Executive Director.

3 The Executive Director will be appointed by the President with the consent of the Steering Committee.

4 The Secretary may appoint necessary staff with the consent of the Steering Committee.

5 The Executive Director may act as the Consortium's external representative to the extent that the Chairperson has determined in advance with the resolution of the Executive Board.

6 The Executive Director may manage the Consortium's assets on behalf of the Consortium, in accordance with the instructions of the Chairperson.

7 Other matters concerning the Executive Office and Executive Office staff will be determined separately by the Chairperson with the vote of the Management Committee.

(General Assembly)

Article 14. The General Assembly shall be held once a year in principle and shall be called by the President.

2 The General Assembly will be chaired by the President.

3 The General Assembly resolves important matters concerning the operation of the Consortium, in addition to the proposals submitted by the Steering Committee.

4 The General Assembly will be formed with the attendance of a majority or more of those with voting rights and will be decided by a majority of those in attendance. In the event of a tie vote, the decision will be made by the Chair.

5 Any person with voting rights who is unable to attend the General Assembly may exercise their voting rights in the same manner as the person who has delegated such rights by authorizing another person with voting rights in writing in advance.

6 Voting at the General Assembly may be substituted by electronic means such as e-mail, etc. In this case, voting shall be approved by a majority of those with voting rights.

7 The founders have the right to veto any proposal that raises concerns about the conduct of medical treatment and research.

(Extraordinary General Assembly)

Article 15. The President may convene an extraordinary general meeting when deemed necessary.

(Fiscal Year)

Article 16. The Consortium's fiscal year will begin on April 1st and end on March 31st of the following calendar year.

(Operating Expenses)

Article 17. The Consortium will collect membership fees from its members, excluding Special Members, for the operation of the Consortium.

2 The membership fee will be determined separately.

3 In the event that the Consortium intends to carry out special projects, it is possible to collect extra fees from the members after consultation with the Management Committee and resolution at the General Assembly.

The membership fee will be reviewed each time in each fiscal year.

(Budget and Settlement of Accounts)

Article 18. The budget and settlement of accounts shall be formulated by the Steering

Committee and Life Course Design Incorporated Association, and shall be compiled by the same organization.

2 The Secretary shall report to the Steering Committee on the income, use, and accounting status for the relevant fiscal year.

(Working Groups, etc.)

Article 19. Working Groups, etc., consisting of some Members and Advisors may be established within the Consortium in order to advance the projects stipulated in Article 4.

2 The necessary matters regarding the establishment, composition, and operation of Working Groups, etc. will be determined separately by the President with the resolution of the Steering Committee.

(Confidentiality)

Article 20. Any invention, know-how, idea, plan, design, specification, screen, software, data, or other technical or business information possessed by a Member, Advisor, or the Executive Office that is disclosed for the purpose of Article 3, and that is clearly marked as confidential information or designated as such to be kept confidential, shall be kept confidential. (2) "Confidential information" means information in written or other tangible form (including electronic data) that is clearly marked as confidential or that is designated to be kept confidential. In the case of information disclosed orally or in intangible forms such as presentations, the term "confidential information" shall mean information that is notified as confidential at the time of disclosure and that the recipient is notified in writing or in electronic form of the fact that the information is confidential and the gist of the information within 30 days of such disclosure.

2 The recipient (Member, Advisor, or Secretariat who receives the Confidential Information) shall handle the information designated as confidential by the disclosing party (Member, Advisor, or Secretariat who discloses the Confidential Information) in a confidential manner with the care of a good manager.

3 The Recipient may use the Confidential Information disclosed by the Discloser only for the execution of the Consortium's activities and the development of the Consortium's business.

4 The Recipient shall not disclose the Confidential Information disclosed by the Discloser to any third party without the prior written consent of the Discloser. The recipient may disclose the confidential information disclosed by the Discloser to their officers, employees, faculty members, lawyers, etc. (hereinafter collectively referred to as "Self-Related Persons") who have a need to know the confidential information. Prior to such disclosure or use, the

Recipient shall impose on such Self-Related Persons, by contract, instruction, or other method, obligations equivalent to the obligations that the Recipient has under this Agreement, and if such Self-Related Persons breach such obligations, the Recipient shall be deemed to have breached this Agreement.

5 Information that can be proven to fall under any of the following categories of Confidential Information shall not be considered Confidential Information and shall not be subject to this provision.

- (1) Information that is publicly known at the time of disclosure or that becomes publicly known after disclosure for reasons not attributable to the recipient.
- (2) Items that were already in the possession of the Recipient at the time of disclosure.
- (3) That which was developed independently by the recipient without using the confidential information disclosed by the disclosing party.
- (4) Information that was legitimately obtained by the recipient from a third party without any obligation of confidentiality.
- (5) Information for which the recipient has obtained the prior written consent of the other party.
- (6) Information that is required to be disclosed by law or court order.

6 In the event that it is intended to disclose personal data that will become personal information as defined in the Personal Information Protection Law, consent to receive the disclosure of said personal data shall be obtained from the intended recipient prior to disclosure. In addition, the discloser and recipient of personal information shall handle and manage the information in accordance with the provisions of the Personal Information Protection Law.

7 Upon request from the disclosing party, a member who has been asked to resign compulsorily as stipulated in Article 8, Paragraph 4 shall immediately destroy and erase the confidential information received. In this case, the Disclosing Party may request the Member to submit a document certifying that the recipient has destroyed and erased the Confidential Information.

(Reservation of intellectual property rights and handling thereof)

Article 21. With respect to information disclosed pursuant to the provisions of the preceding article, a member shall reserve the rights pertaining to intellectual property (industrial property rights, know-how, copyrights, and other property owned by the member) owned by the member, and the disclosure of such information shall not be construed as granting permission for implementation or use based on the rights pertaining to such intellectual property.

2 In the event that a party who has received disclosure of Confidential Information under the provisions of Paragraph 1 of the preceding article makes an invention, etc. based on such information, the handling of such invention, etc. shall be in accordance with the provisions of the relevant Confidentiality Agreement, etc.

3 The technical information, know-how, data, copyrights, patent rights, trademark rights, and all other rights acquired through the Consortium's business activities (hereinafter referred to as the "Results of Activities") will not be used for any purpose other than for the benefit of the inventors and other contributors.

(Dissolution)

Article 22. The dissolution of the Consortium will be carried out by the President through the resolution of the Steering Committee and the General Assembly, in cases such as when the operation of the Consortium has become difficult.

(Amendment or Abolition of the Constitution)

Article 23. The revision or abolition of the Constitution shall be made by resolution of the General Assembly.

(Exemption)

Article 24. Members and Advisors may not claim any compensation for damage or disadvantage caused to them directly or indirectly as a result of their participation in this Consortium. However, this does not apply in cases where the Executive Office was intentional or grossly negligent in causing the damage.

2 In the event that the Consortium suffers damage as a result of an act by a Member or Advisor that is in violation of or similar to the Constitution, the rules and regulations stipulated by the General Assembly, etc., the Member in question must compensate the Consortium for the damage suffered.

3 The provisions of the previous paragraphs will continue to apply even if the Member loses their membership.

(Installation Period)

Article 25. The Consortium's installation period will be until March 31, 2023. However, as long as the business plan for the following fiscal year is approved at the General Assembly and no particular objection to the continuation of the business is expressed, it will be automatically extended for one year, and the same will apply thereafter.

2 The period of validity of this agreement shall be in accordance with the activity period in the preceding paragraph. However, the provision on the duty of confidentiality for those who have received the disclosure of confidential information as stipulated in Article 20 shall remain in effect even after the resignation of the membership and the effective period of this Agreement until three (3) years have passed after the effective period of this Agreement. In addition, the provisions of Article 27, Paragraph 1 (Governing Law) and Article 28 (Consensual Jurisdiction) shall remain in effect indefinitely after withdrawal from the membership and the effective period of this Agreement.

3 Notwithstanding the provisions of the preceding paragraph, the provisions of Article 20, Paragraph 6 shall remain in effect indefinitely after withdrawal from the membership and after the effective period of this Agreement with respect to personal information that is confidential information.

(Exclusion of Antisocial Forces)

Article 26. Members and Advisors shall represent that they do not currently fall under the category of organized crime groups, members of organized crime groups, persons who have not been members of organized crime groups for five years, quasi-constituents of organized crime groups, companies related to organized crime groups, general merchants, socially motivated organized crime groups, specially intelligent organized crime groups, or other similar persons (hereinafter referred to as "organized crime group members, etc."), and that they will not fall under any of the following categories in the future.

(1) Having a relationship in which a member of a crime syndicate, etc. is deemed to be in control of the management.

(2) To have a relationship in which the organized crime group members, etc. are recognized to be substantially involved in the management.

(4) To have a relationship in which it is recognized that the Company is involved in providing funds, etc. or benefits to organized crime group members, etc.

(5) Having a socially reprehensible relationship with organized crime group members, etc. as an officer or a person substantially involved in the management.

2 Members and Advisors shall not commit any of the following acts by themselves or by using a third party.

(1) Violent demands.

(2) Unreasonable demands beyond legal responsibility.

(3) Acts of threatening words and actions or the use of violence in relation to transactions.

(4) Acts of spreading rumors, using deception or force to damage the other party's credibility or interfere with the other party's business.

(5) Other acts equivalent to the preceding items.

If any Member or Advisor is found to be in breach of any of the foregoing representations, the Secretary shall, without any notice to the Member or Advisor, order the Member or Advisor to withdraw their membership from the Consortium. The Member and the Advisor shall have no right to object to such action.

(Governing Law and Others)

Article 27. The interpretation and application of this Agreement shall be governed by the laws of Japan.

2 Any agreement between the Members regarding any matter not set forth in this Agreement, whether made orally or by any other means that cannot be proved by objective evidence, shall be of no effect regardless of its content.

(Jurisdiction)

Article 28. Members shall submit to the exclusive jurisdiction of the Tokyo District Court and the Tokyo Summary Court in the first instance for any litigation related to this Agreement.

(Supplementary Provisions)

Article 29. In addition to the provisions of these Rules, the President may stipulate other matters necessary for the operation of the Consortium, with the vote of the Steering Committee.

(Consultation)

Article 30. In the event that any doubts arise regarding the interpretation of these Rules or other aspects of the Consortium's management methods, these will be resolved amicably through consultation with the Steering Committee.

Supplementary Provisions

These regulations will come into effect on June 17, 2021.

Rules for the Consortium for Life Course Design

(Purpose)

Article 1 These rules are based on Article 19, Paragraph 2 and Article 29 of the Constitution of the Consortium for Life Course Design (hereinafter referred to as "the Consortium").
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(Membership Application Form)

Article 2 The prescribed application form to be submitted to the Chairperson by a person who wishes to become a member of the Consortium in accordance with Article 8, Paragraph 1 of the Consortium's Constitution shall be Appendix Form 1.

(Steering Committee)

Article 3 The Chairperson will convene the Steering Committee as necessary, as stipulated in Article 12 of the Consortium's Constitution.

2 In the absence or disability of the Chairperson, the Vice Chairperson will convene the Steering Committee.

3 The Steering Committee shall be formed with the attendance of a majority of its members.

4 The Steering Committee shall consider the following matters

- (i) Business plan and income and expenditure budget
- (ii) Business reports and settlement of accounts
- (iii) Plans for activities to publicize the project (lectures, seminars, symposiums, events, website creation, etc.)
- (iv) Consideration of the establishment and operation of committees
- (v) Examination of other important matters

(Membership fee)

Article 4 The membership fees stipulated in Article 17 of the Consortium's Constitution will be determined as follows.

Type of membership	Annual membership fee for the fiscal year	Taxable/nontaxable
Regular member	2,000,000yen	Tax-exempt
Associate Member	1,000,000yen	Tax-exempt
Supporting members	500,000yen	Tax-exempt
Special members	None	—