

Muroran Offshore Wind Industry Promotion Association Regulations

Article 1 (Name)

The name of this Association shall be Muroran Offshore Wind Industry Promotion Association (MOPA).

Article 2 (Purpose)

The purpose of this Association shall be to attract the offshore wind related industry and the like to Muroran for industrial vitalization in Nishiiburi.

Article 3 (Activities)

To achieve the purpose set forth in the preceding Article, this Association shall conduct the following activities:

- (1) Holding of meetings for exchanging views**
To regularly hold meetings for exchanging views on domestic and overseas offshore wind related industries and the like;
- (2) Investigation, planning, and development**
To jointly conduct investigations and planning related to the sites, facilities, equipment, etc. necessary to attract the offshore wind related industry and the like, and realize the most appropriate development plan based thereon in collaboration with administrative agencies;
- (3) Cooperation with concerned organizations**
To work in cooperation related to the activities hereunder with concerned public agencies, local governments, academic research institutes, local financial institutions, and offshore wind related business operators;
- (4) PR activities**
To widely conduct public relations activities regarding the potential and superiority of Muroran toward offshore wind related business operators (power generation business operators, power generating equipment manufacturers, infrastructure manufacturers, EPC business operators, offshore construction and transport companies, maintenance business operators, and other related operators);
- (5) Local activities**
To conduct activities for deepening the understanding of concerned

- public agencies, local governments, the residents and the like; and
- (6) **Other activities**
Activities and business operations recognized to be necessary incidental or related to items (1) to (5) of this Article.

Article 4 (Organization)

This Association shall be organized by corporations, administrative agencies, groups, and individuals who approve of the purpose set forth in Article 2.

2. The members of this Association shall be categorized into regular members and supporting members.

Article 5 (Admission)

A person who intends to be admitted to this Association as a member shall submit a Membership Application and a Letter of Pledge on Confidentiality to the President and obtain the approval of the board of directors.

For admission, the applicant shall be required to meet any of the following conditions:

1. Regular member

- (i) its head office is located in Muroran or Nishiiburi (Muroran-shi, Date-shi, Noboribetsu-shi, Toyako-cho, Toyoura-cho, or Sobetsu-cho);
- (ii) it has a manufacture site in Muroran or Nishiiburi; or
- (iii) the board of directors judges that it will contribute to the operation and development of this Association.

2. Supporting member (group)

- (i) it meets a requirement for a regular member;
- (ii) its registered office is located in Muroran or Nishiiburi; or
- (iii) the board of directors judges that it will contribute to the operation and development of this Association.

3. Supporting member (individual)

- (i) he or she is living in Muroran-shi or Nishiiburi; or
- (ii) the board of directors judges that he or she will contribute to the operation and development of the Association.

Article 6 (Withdrawal)

The members may withdraw this Association at will by submitting a withdrawal notice to the president.

2. When a member falls under any of the following items, it shall be deemed

to have withdrawn from this Association:

- (1) when the member becomes extinct;
- (2) when the member fails to pay its membership fee for two (2) years or longer; or
- (3) when the member is recognized to have a relationship with Antisocial Forces in breach of Article 7.

Article 7 (Elimination of Antisocial Forces)

A person who intends to be admitted to this Association as a member thereof hereby represent and warrant that none of it or its officers (directors, auditors, or executive officers, or any persons equivalent thereto; hereinafter referred to as "Officers") or any other person who substantially controls it does at the time of admission to this Association, will during its membership period, or has ever in the past, fall under an organized crime group or a member or quasi-member thereof, a person who has been a non-member or quasi-member of an organized crime group for shorter than five (5) years, a company associated with an organized crime group, a corporate racketeer or the like, a rascal calling itself a social activist or the like, or a special intellectual violent group or the like, or any other person equivalent thereto (hereinafter collectively referred to as "Antisocial Forces"), or any of the following items, and must make sure that none of it, its Officers, or any other person who substantially controls it will fall under an Antisocial Forces or any of the following items during its membership period:

1. that it has a relationship where it is recognized that Antisocial Forces are controlling or substantially involved in its management;
2. that it has a relationship where it is recognized to be unreasonably using Antisocial Forces for such purposes as seeking its own or a third party's illicit gains or causing damage to a third party;
3. that it has a relationship where it is recognized to be involved with Antisocial Forces in manners such as offering funds, etc. or providing favors thereto; or
4. that it has a relationship with Antisocial Forces to be socially criticized.

Article 8 (Membership Fee)

Members shall pay the membership fee as set forth below:

- (1) Regular member: 20,000 yen/month
- (2) Supporting member (group): 10,000 yen/month
- Supporting member (individual): 3,000 yen/month

However, administrative agencies, academic institutions, and the like shall be exempted from payment of membership fees with the approval of the board of directors.

2. The initial membership fee, which is for the period from the month of admission to the end of the business year, shall be paid in a lump on or before the end of the month following admission, and the membership fees thereafter shall be paid in a lump on or before the end of the first month of each business year.
3. The membership fees shall be used for implementation of the activities set forth in Article 3.
4. When a member withdraws, the remaining amount for the months following the date of withdrawal shall be refunded.

Article 9 (Officers)

This Association shall have the following officers:

- | | |
|--------------------|--------------------|
| (1) President | 1 person |
| (2) Vice-President | 3 or fewer persons |
| (3) Head Director | 1 person |
| (4) Director | 7 or fewer persons |
| (5) Auditor | 1 or 2 persons |
2. Officers shall be elected from among regular members in the members' general meeting.

Article 10 (Term of Officers)

The term of office of officers shall continue up to the second ordinary member's general meeting after election; provided, however, that the term of office of substitute officers shall be the remaining term of office of the predecessors.

2. Officers may be reappointed.
3. When a person appointed as an officer based on his or her position leaves such position, he or she shall be deemed to have retired from officer, and the successor to such position shall be deemed to have been appointed as a substitute officer; provided, however, that such officer may continue to serve when approved by the company which he or she belongs to for remaining to be an officer of this Association.

Article 11 (Duties of Officers)

The President shall represent this Association and supervise the activities thereof.

- 2. The Vice-President(s) shall assist the President, and in the disability or absence of the President, shall perform its duties on behalf thereof.**
- 3. The Head Director shall attend the board of directors' meetings and collect the opinions of Directors.**
- 4. The Directors shall attend the board of directors' meetings and deliberate necessary matters.**
- 5. The Auditors shall audit the accounting of this Association and report the result thereof to the members' general meeting.**

Article 12 (Members' General Meeting)

The members' general meetings shall be classified into ordinary members' general meetings and extraordinary members' general meetings.

- 2. The members' general meeting shall be constituted by regular members, and an ordinary members' general meeting shall be held in November each year; provided, however, that an extraordinary general meeting may be convened by the resolution of the board of directors when it is necessary.**
- 2. The President shall serve as chair of members' general meetings, and in the absence of the President, a Vice-President shall fulfill such duty.**
- 3. Any matter of the members' general meeting shall be decided by majority of the members present; provided, however, that in case of a tie vote, the chair shall decide the issue.**
- 4. The members' general meeting shall determine on the following matters:**
 - (1) change to the regulations of this Association;**
 - (2) approval of election and dismissal of officers;**
 - (3) dissolution;**
 - (4) approval of activity reports and income and expenditure reports;**
 - (5) approval of action plans and budget proposals; and**
 - (6) other material matters related to the operation of this Association.**

Article 13 (Board of Directors)

The board of directors shall be constituted by the Head Director, Directors, and Auditors.

- 2. A board of directors' meeting shall be convened by the Head Director, and be held in the presence of the Head Director.**
- 3. A board of directors' meeting shall be held in effect by the attendance of**

majority of the Directors (including the Head Director), and any matter of the board of directors' meetings shall be decided by majority of the Directors present (including the Head Director); provided, however, that in case of a tie vote, the Head Director shall decide the issue.

4. The board of directors' meeting shall determine on the following matters:
- (1) holding of members' general meetings;
 - (2) bills to submit to members' general meetings;
 - (3) execution of matters resolved in members' general meetings; and
 - (4) matters necessary for the operation and the execution of activities of this Association which do not require the resolution of the members' general meeting.

Article 14 (Minutes)

The minutes of members' general meetings and the board of directors' meetings shall be prepared by the person appointed by the Head Director.

Article 15 (Business Year)

The business year of this Association shall start on November 1 each year and end on October 31 of the following year.

Article 16 (Secretariat)

The secretariat shall be established in DENZAI Holdings Inc. to deal with the administrative affairs of this Association.

2. The particulars required for the establishment and operation of the secretariat shall be defined separately in the board of directors' meetings.
3. The secretariat shall be constituted by the chief secretariat and managers, separately from officers.

Supplementary Provisions

1. These Association Regulations shall come into effect on January 21, 2020.
2. Notwithstanding the provision of Article 9, the terms of office of initial officers after foundation shall continue up to the end of the ordinary general members' meeting in 2020.
3. Partially revised on April 23, 2021
4. Partially revised on November 29, 2021

Membership Application

To: Muroran Offshore Wind Industry Promotion Association

President: Mr. _____

We (or I) hereby apply for admission to your Association, agreeing to its purpose. At admission, we (or I) promise to comply with the Association Regulations.

Membership category Regular member / Supporting member

MM DD, 20YY

Address

Name

Representative

seal

Corporation No. (as designated by Legal Affairs Bureau)

Phone / Fax (Phone)

(FAX)

Person in charge (Title)

(Name)

(Phone)

(FAX)

(E-mail)

Letter of Pledge on Confidentiality

MM DD, 20YY

To: Murooran Offshore Wind Industry Promotion Association

President: Mr. _____

Address

Name

Representative

seal

We (or I), at admission to the Murooran Offshore Wind Industry Promotion Association (hereinafter referred to as "this Association"), hereby submit this Letter of Pledge regarding the handling of confidential information, having confirmed the following:

Article 1 (Confidential Information)

The term "Confidential Information" as used herein shall refer to technical or operational information disclosed by this Association or any other member for the fulfillment of the purpose of this Association with explicit designation of confidentiality at disclosure, as well as the existence and content of this Agreement and any and all other information; provided, however, that the following information shall not be included in Confidential Information only when the member to whom the relevant information is disclosed ("the receiving member") can prove the grounds in writing:

- (1) information which is already possessed by the receiving member at the time of the disclosure;
- (2) information which is lawfully obtained by the receiving member from a third party after the disclosure without assuming the duty of confidentiality;
- (3) information which is developed independently by the receiving member after the disclosure irrespective of the disclosed information;
- (4) information which is already known to the public at the time of the disclosure; and

- (5) information which becomes known to the public after the disclosure through no fault of the receiving member.

Article 2 (Handling of Confidential Information)

Regarding the handling of Confidential Information and the recording media or articles containing Confidential Information (hereinafter collectively referred to as "Confidential Information, Etc."), members shall comply with the following matters:

- (1) to strictly retain and control the disclosed Confidential Information, Etc. with the due care of a good manager;
 - (2) not to use Confidential Information, Etc. for any other purpose than that of this Association.
 - (3) to reproduce Confidential Information, Etc., if ever, only to the extent of the purpose of this Association, and retain and control the duplicates in a manner equivalent to that for the originals; and
 - (4) to immediately notify this Association or the member(s) having disclosed the relevant Confidential Information, Etc. in writing in the event of the occurrence of, or knowing a possibility of, a leak, loss, theft, or fraudulent use of Confidential Information, Etc.
2. Except in the cases set forth in the following item, members must, when disclosing Confidential Information, Etc. to a third party, obtain the prior written consent of this Association or the member(s) having disclosed the relevant Confidential Information, Etc.
- In such case, the relevant member shall be obliged to place such third party under obligations equivalent to the duty of confidentiality set forth herein and cause such third party to comply therewith.
3. If obliged to disclose Confidential Information, Etc. pursuant to laws and regulations, members shall give a prior notice to this Association or the member(s) having disclosed the relevant Confidential Information, Etc., and disclose the Information, Etc. following the instructions thereof to the maximum extent possible.

Article 3 (Return Obligation)

When the recording media and articles containing Confidential Information disclosed by this Association or other member(s) hereunder, and the duplicates thereof (hereinafter collectively referred to as "Recording Media, Etc.") is unnecessary, or there is a request for return from this Association or the member(s) having provided the Recording Media, Etc., members

shall return the Recording Media, Etc. immediately.

2. In the case set forth in the preceding paragraph, if any Confidential Information is contained in their own Recording Media, Etc. members shall delete the relevant Confidential Information, and give a written report that they have deleted the relevant Confidential Information to this Association or the member(s) having disclosed the relevant Confidential Information.

Article 4 (Compensation for Damage)

If a member itself (or himself or herself) or any of its officers, employees, former officers, or former employees, or a third party set forth in Article 2.2 breaches a provision hereof, the member must immediately take measures recognized to be necessary by this Association or the member(s) having disclosed Confidential Information, Etc., and compensate for the damage to a reasonable extent.

Article 5 (Effective Term)

The effective term of this Letter of Pledge shall be from the date of submission hereof to the date when five (5) years have passed after the dissolution of this Association.

Article 6 (Consultation)

Any matter not set forth herein or any doubt arising in the interpretation hereof shall be settled upon consultation in accordance with the principle of good faith and fair dealing.

Article 7 (Jurisdiction Agreement)

I hereby agree that the Sapporo District Court shall have the exclusive jurisdiction for the first instance over any dispute related to this Letter of Pledge.

Letter of Pledge on Elimination of Antisocial Forces

MM DD, 20YY

To: Muroan Offshore Wind Industry Promotion Association

President: Mr. _____

Address

Name

Representative

seal

We (or I), at admission to the Muroan Offshore Wind Industry Promotion Association (hereinafter referred to as "this Association"), hereby make our (my) pledges as follows and submit this Letter of Pledge regarding Elimination of Antisocial Forces:

Article 1 (Elimination of Antisocial Forces)

1. We (or I) hereby represent and warrant that none of us (or me) or our officers (which refer to directors, auditors, executive officers, or corporate officers, or any persons equivalent thereto; hereinafter the same shall apply), or any other person who substantially controls us (or me) falls under an organized crime group or a member or quasi-member thereof, a person who has been a non-member or quasi-member of an organized crime group for shorter than five (5) years, a company associated with an organized crime group, a corporate racketeer or the like, a rascal calling itself a social activist or the like, or a special intellectual violent group, or any other person equivalent thereto (hereinafter collectively referred to as "Antisocial Forces"), or any of the following items at the point of submission of this Letter of Pledge, and pledge that none of us (or me) or our officers, or any other person who substantially controls us (or me) falls under Antisocial Forces or any of the following items during the effective term of this Letter of Pledge:
 - (1) that it has a relationship where it is recognized that Antisocial Forces

- are controlling or substantially involved in its management;
- (2) that it has a relationship where it is recognized to be unreasonably using Antisocial Forces;
 - (3) that it has a relationship where it is recognized to be involved with Antisocial Forces in manners such as offering funds, etc. or providing favors thereto; or
 - (4) that it has a relationship with Antisocial Forces to be socially criticized.
2. We (or I) hereby pledge not to perform, for ourselves (or myself) or using a third party, any act of making violent demands, act of making unreasonable demands, act of using threatening words or behavior, act of violence, act of damaging confidence by spreading rumors or using fraudulent means, or act of obstructing business, or any other act equivalent thereto.
3. If we (or I) breach the representation and warranty or pledges set forth in the preceding two paragraphs, this Association may not only cancel our (or my) membership without any notice of demand but also claim compensation for the damage it has incurred resulting from or related to such breach. We (or I) shall not claim compensation for any damage or burden which may be caused to us (or me) due to such cancellation.