

Automated Negotiation SCM Consortium Membership Rules (Latest Revision January 6, 2022)

Article 1 (Purpose)

This regulation shall provide for the operation of the Automated Negotiation SCM Consortium (hereinafter referred to as the "Consortium")

In accordance with Article 6, the right to enter, withdraw, and right of members of Consortium (hereinafter referred to as "members") shall be stipulated in the future. The rules concerning the rights and obligations of members are stipulated in the Operating Terms as provided for in the "Excerpts of the Operating Terms" at the end of these Rules.

Article 2 (Membership Qualifications)

In accordance with the procedures designated by the Consortium, apply to join the Consortium and Members shall be approved by Consortium's Board of Directors (hereinafter referred to as the "Board of Directors").

Article 3 (Application for Membership, Approval and Disapproval)

Any person who intends to become a member shall apply for membership by the method designated by this Consortium,

The person must be approved by the approval of the Board of Directors. About the approval of the Board of directors, the Consortium admits a procedure by the e-mail and so on.

2. This Consortium shall not accept application for membership if any of the following items are true.

- (1) Does not agree with the purpose of this Consortium
- (2) There is no expectation of making a human, physical or academic contribution to this Consortium
- (3) Has been expelled from Consortium in the past
- (4) There is a false statement, error or entry into the application for membership
- (5) Organized crime groups, organized crime group members, gangster-related companies, organized crime group organizations, or groups that pursue economic benefits by making full use of violence, power, or fraudulent methods, or an individual or a person equivalent to them (hereinafter referred to as "antisocial forces")
- (6) In addition, when the Consortium deems inappropriate

3. If the membership application is approved by the Board of Directors, the Consortium shall promptly notify to the person who applied.

4. If the membership application is disapproved by the Board of Directors, Consortium shall not be liable to the person who applied for membership, and shall not be obligated to explain or disclose the reason why the application for membership was disapproved.

Article 4 (Member Benefits Use)

Members shall have the right to use the benefits set forth in the following items.

- (1) Participation in working groups
- (2) Participation in various events, study sessions, forums, and exchange meetings
- (3) Provision of information from this Consortium by e-mail, etc.
- (4) Information sharing among member companies, etc.
- (5) Participation in other Consortium activities

2. This Consortium may temporarily suspend the provision of benefits without prior notice to the Members in the following cases: In this case, Consortium will endeavor to resume offering benefits as soon as possible.

- (1) When it is impossible to provide benefits due to fire, power outage, etc.
- (2) When it is impossible to provide benefits due to natural disasters such as earthquakes, eruptions, floods, tsunamis, etc.
- (3) When it is impossible to provide benefits due to war, riots, conflicts, etc.
- (4) In addition, when it is judged that it is necessary to temporarily suspend the provision of benefits because of operational or technical issue(s).

Article 5 (Obligations of Members)

Members are obligated to set forth in the following item.

- (1) Members shall comply with Consortium's Operation Rules, Regulations and other rules, as well as resolutions of the Members meeting and the Board of Directors.

Article 6 (Validity period of membership)

Membership is valid until the date of the end of the ongoing business year after Consortium notifies the application Member to approve the membership application.

2. If there is no special declaration of intention in writing or e-mail from the member to Consortium and from Consortium to Members at least one month prior to the expiration date of the validity period, the validity period of membership based on this Regulation shall be renewed automatically for one year, and the same shall apply thereafter.

Article 7 (Prohibited Matters)

Members shall not perform the following activities:

(1) Activities or the preparation of the activities under the name of Consortium without the approval of the Board of Directors.

Approval by the Board of Directors shall be approved by e-mail, etc.

(2) Activities that interfere with or may interfere with the operation of this Consortium

(3) Activities that damage or may damage the credibility of this Consortium

(4) Activities of making false declarations or notifications to this Consortium

(5) Activities that violate the membership rules

(6) Other activities that the Board of Directors deems inappropriate

Article 8 (Procedures for Voluntary Withdrawal)

Members may voluntarily withdraw from membership by submitting a notification of withdrawal to consortium in writing or by e-mail at least one month in advance.

Article 9 (Expulsion)

When a member falls under any of the following, the member may be expelled by resolution of the Board of Directors.

(1) If there was an activity that significantly damaged or discredited the Consortium

(2) If there is an activity that violates the Operating Rules or the resolution of the Member meeting.

2. When a member has been expelled pursuant to the rules set forth in the preceding paragraph, the member shall be notified to the effect that he/she has been expelled.

Article 10 (Notices and Contact Information)

Members shall apply to this Consortium for contact information such as their name (name) and e-mail address at the time of application for membership. Any changes to such information shall be promptly notified to the Secretariat of Consortium in writing or by e-mail. Provided, however, that this Consortium shall not be liable for any disadvantage caused by the member's failure to provide such notice.

2. Notices and other communications to members from Consortium pursuant to the Rules shall be made by e-mail or in writing. Consortium shall be deemed to have been notified by notifying the registered member's contact information.

Article 11 (Handling of Personal Information)

Members agree to use the e-mail address and other personal information registered by the Consortium for the following purpose:

- (1) To provide information on the Consortium and to provide information and requests for member benefits such as related events

Article 12 (Disclaimer and Damages)

Materials, information, etc. provided by the Consortium or its members are provided as is, and the Consortium does not guarantee the existence of infringement of the intellectual property rights of third parties with regard to the contents of these contents or the results of their use. The member shall determine the acceptance or method of use of materials, information, etc. acquired in connection with the activities of the Consortium at its own discretion, and the Consortium shall not be liable in any way even if the member or a third party suffers damage due to such.

2. In the event of a dispute between members, it shall be resolved between the members concerned, and the Consortium shall not be liable for the resolution of such dispute or any other.

3. The Consortium shall not be liable for any damages arising from the establishment, revision or abolition of the Rules or other rules and the addition, modification, interruption or termination of the various benefits offered by the Consortium to members pursuant to those rules.

4. Even after a member loses the membership due to withdrawal or expulsion, etc., the Rules shall continue to be effective against the members concerned.

Article 13 (Addition and Change of the Rules)

Matters not stipulated in the Rules shall be determined by a resolution of the Board of Directors.

2. The Consortium may change the Rules in whole or in part by resolution of the Board. These Rules, which have been changed by the consortium, shall enter into force upon notice to the

Article 14 (Governing Law and Jurisdiction)

In the event of any doubts arisen among members regarding the Consortium's activities or the Rules, the Board of Directors of the Consortium shall be requested to consult, and both sides shall consult in good faith and endeavor to resolve them.

2. In the event of a dispute, lawsuit, etc. between the Member and the Consortium with respect to the Consortium's activities or the Rules, the applicable law shall be Japanese law.

3. In the event of a lawsuit between the Member and the Consortium, the Tokyo District Court shall be the exclusive court of jurisdiction for the first instance.

Article 15 (Supplementary Provisions)

This Rules shall come into effect on January 14, 2021.

(Update history)

Appendix "Excerpts of Operating Rules"

Chapter 2 Members

(Members)

Article 3 Members of the Consortium shall carry out activities to realize the purpose of Article 2.

2. The members of the Consortium are composed of three types: general members, user members, and academic members.

(1) General members are companies, organizations, individuals who conduct problem hearings, proposals and participation in solutions and proof of concept to solve problems.

(2) User members are companies or organizations, individuals who present issues, examine feasibility of solutions and proof of concept, and participate in and support proof of concept.

(3) Academic members are companies, organizations, individuals who support the activities of the consortium from an expertise point of view.

(Join)

Article 4 Companies, organizations, and individuals who intend to become members of the Consortium have a nondisclosure agreement(Contract number: DSR-21-001) "Appendix 2

"Nondisclosure Agreement" consent form" must be submitted to the Consortium Secretariat.

(Loss of membership)

Article 5 If a member falls under one of the following items, the qualification shall be lost.

- (1) When there is a written declaration of intention to withdraw from the Consortium
- (2) When a death or disappearance is received, or a member company or organization is dissolved
- (3) When expelled

(Withdrawal and expulsion)

Article 6 Members may voluntarily withdraw by submitting a notice of withdrawal separately specified by the Board of Directors to the Consortium Secretariat at least one month prior to the date on which the withdrawal is desired.

2. If a member fails to comply with the Rules and the rules separately stipulated by the Board of Directors, or acts that defame the Consortium, the member may be expelled by resolution of the General meeting.