#### SECTION 1 GENERAL PROVISIONS

Article 1 (General Terms and Conditions)

Under the rental agreement provided hereunder, the Company shall rent a motor vehicle (hereinafter referred to as "Rental Car") to a customer who desires to rent from the Company. Particulars, not provided in the General Conditions, shall be in accordance with the laws, regulations and general customs of the country of Japan.

2 The Company may enter into any special contract, provided that it is not contrary to the purport of the General Conditions, the laws, the administrative notices and general customs. In the event special contracts are entered into, such special contracts shall prevail over the General Conditions.

#### SECTION 2 RESERVATION

#### Article 2 (Making Reservations)

Provided that the Renter agrees to this Car Rental Agreement and the price list as set forth separately, the Renter can make reservations, specifying in advance the class of the "Rental Car", the commencement date and time, the renting and return location, the rental period, the child seat, and other rental conditions, if any, (hereinafter referred to as "Renting Conditions") required for renting the "Rental Car".

2 The Company shall accept the reservation within the range of "Rental Cars" owned by the Company except in the case of proxy lending pursuant to the provisions of Article 34, paragraph 1 (Including the case of lending a vehicle on behalf of the same paragraph as a substitute vehicle). The Renter submits a separately stipulated reservation deposit unless the Company agrees otherwise.

# Article 3 (Changes in Renting Conditions)

In the event that the Renter desires to change any of the Renting Conditions as described under Article 2, paragraph 1, the Renter shall obtain the consent of the Company in advance.

#### Article 4 (Cancellation of Reservation)

The Renter may cancel a reservation by the method given by the Company provided separately.

- 2 If the Renter fails to begin required rental procedures (hereinafter referred to as "Rental Agreement") within one hour of the scheduled rental commencement time, the reservation shall be deemed to have been cancelled.
- 3 In the case of the Article 4.2 above, the Renter shall pay the Company the prescribed reservation cancellation fee. The Company shall refund the reservation deposit received to the renter when this reservation cancellation fee has been paid.
- 4 If a reservation is cancelled due to reasons of the Company, the Company shall refund the Renter the application fee for reservation which it received, in addition the Company shall pay to the Renter a penalty specified by the Company provided separately.
- 5 If the Rental Agreement is not signed due to reasons not attributable to any of the Company caused by

such as an accident, theft, non-return, recall, natural disaster, etc. the reservation shall be deemed to be cancelled. In this case, the Company refunds the reservation deposit received.

#### Article 5 (Substitute for the "Rental Car")

The company may offer to rent a car in a different class (hereinafter referred to as "Substitute"), in case it is unable to rent a car of the same class that the Renter has reserved.

- 2 If the Renter accepts a Substitute, the Company shall lend an alternative car rental with the same borrowing conditions as at the time of reservation except for the car class. When the rental fee for the alternative car rental is higher than the rental fee for the reserved car class, it is based on the rental fee for the reserved car class, and when the rental fee is lower than the rental fee for the reserved car class, it is based on the rental fee of the car class of the substitute car.
- 3 The Renter may refuse to receive the Substitute offered which differs from the vehicle reserved under Article 1, and may cancel the reservation.
- 4 In the case referred to in the preceding paragraph, when the reason the lend of paragraph 1 cannot be made is treated as a cancellation of the reservation under Article 4, paragraph 4, when the cause attributable to the Company, the Company shall pay the penalty specified by the Company provided separately.
- 5 In the case of paragraph 3, if the reason the lend of paragraph 1 cannot be borrowed is treated as a cancellation of the reservation specified in Article 4, paragraph 5, when the reason is not attributable to the Company's responsibility, the application fee shall be refunded.

### Article 6 (Exemption)

The Renter or the Company shall make no claims whatsoever to each other regarding the reservation cancel or the non-execution of the Rental Agreement except for the cases described in the Articles 4 and 5.

# Article 7 (Agency for the Reservations)

The Renter may make reservations through travel agents or the Company approved business partners (hereinafter referred to as "Agents"), which handle reservations and represent the Company.

2 The Renter who has made reservations through the Agents may change or cancel such reservations only through said Agents.

#### SECTION 3 RENTAL AGREEMENT

# Article 8 (Execution of the Rental Agreement)

While the Renter shall present the renting conditions as set forth in the Article 2.1, the Company shall present the rental conditions as set forth in this terms and conditions and the price list. Exceptions are the followings: There is no car available for rent, or the renter or the driver is in the conditions that are specified in the Article 9.1 or 9.2.

2 Upon the execution of the Rental Agreement the Renter shall pay to the Company the Rental Charge in

Article 11, paragraph 1.

- 3 Following the Basic Instructions issued by the government agency (note 1), the Company shall request the renter to present the driver's license (note 2) of the Driver designated by the Renter (hereinafter referred to as "the Driver"), and to submit a photocopy of the license in order to record the full name, address, the category and the number of the driver's license, and to attach a copy of the driver's license in the rental register (original rental slip) and the rental certificate as prescribed in the Article 14.1. If the Renter himself or herself is the Driver, the renter shall present his/her own driver's license or submit a photocopy of the license. If the Renter himself/herself is not the Driver, the Driver shall present his/her driver's license and submit a photocopy of the license.
- note 1 The Basic Instructions issued by the governing agency refers to Article 2(10) and 2(11) of "The Basic Instruction concerning "Rental Car's" issued by the Director of the Automobile Traffic Bureau, the Ministry of Land, Infrastructure and Transport on June 13, 1995 as Ji-Ryo No.138.
- note 2 The driver's license means a driver's license as stipulated by Additional Form 14 of Article 19 of Execution Rules for the Road Traffic Law which is issued in accordance with Article 92 of the Road Traffic Law. Additionally, international driver's license or foreign driver's license as stipulated in the Article 107.2 of the Road Traffic Law, shall apply mutatis mutandis to the driver's license.
- 4 The Company, at the time of entering the Rental Agreement, may ask the Renter/Driver to present us other documents for identification in addition to the driver's license thereof, and the Company may make photocopies of such documents thereof.
- 5 The Company, at the time of entering the Rental Agreement, may ask the Renter/Driver to report his/her mobile phone number or other means of contact so as to communicate with the Renter/Driver during the rental period.
- 6 The Company, at the time of entering the Rental Agreement, may require payment by credit or cash, or otherwise designate other methods of payment.

#### Article 9 (Refusal to Execute the Rental Agreement)

In the event that the Renter/Driver comes under any of the provisions set forth below, the Rental Agreement shall not be executed.

- (1) Failure to agree providing a valid driver's license and/or copy of the driver's license despite the Company's request.
- (2) When the Renter/Driver is under the influence of alcohol.
- (3) When the Company judges that the Renter/Driver appears to be under the influence of narcotics, or stimulant drugs, etc.
- (4) If the Renter/Driver does not have a child safety seat for an infant under 6 years old who will be riding in the car.
- (5) When the Company judges that the Renter/Driver is a member of a crime syndicate or a crime syndicate-related organization, or associated therewith, or a member of other antisocial organizations.
- 2 In the event that the Renter/Driver comes under any of the provisions set forth below, the Rental Agreement shall refuse to execute.

- (1) When a third party other than the Driver, designated at the time of reservation tries to drive the "Rental Car".
- (2) When there is a history that the Renter/Driver has delinquency in payment.
- (3) When the Renter/Driver acted in contravention of Article 17 in the past.
- (4) When the Renter/Driver does not meet all the conditions as separately prescribed in Article 18, paragraph 6 or Article 23, paragraph 1 (Includes renting by other rental car companies).
- (5) When the Renter/Driver had automobile insurance coverage not applied due to the violation of the terms and conditions for rental or the insurance provisions.
- (6) When the Renter/Driver conducting violent acts or requesting a burden beyond the reasonable range, or using violent acts or words in relation to the Company's transactions with employees and other stakeholders.
- (7) When the Renter/Driver undermines the trust in the Company or interferes with business activities of the Company by spreading false information or using fraudulent means or force.
- (8) When the Renter/Driver does not meet all conditions specified separately.
- 3 In the case of the Article 9, paragraph 2, and the reservation has already been made, the Company handle the situation as the cancel reservation case due to the circumstances caused by the renter. The Renter shall pay us the prescribed reservation cancellation fee immediately. The Company shall refund the reservation deposit received to the renter when this reservation cancellation fee has been paid.

# Article 10 (Rental Agreement)

The Rental Agreement shall come into effect when the Renter pays the Rental Charge to the Company and the Company delivers the "Rental Car" to the Renter/Driver. In this case, the reservation deposit received shall be allotted as part of the Rental Charge.

2 The delivery shall take place at the commencement date and place as specified in Article 2, paragraph 1.

#### Article 11 (Rental Rates)

The rental charge means the total amount of the following. The Company shall specify the rental charge in detail as well as the basis for calculation in the price list.

- (1) Basic rate
- (2) Special equipment rate
- (3) One-way rate
- (4) Fuel rate or charge rate
- (5) Vehicle assignment and pick-up rate
- (6) Other rates
- 2 The basic rate shall be the rate that has been notified to the Chief of the Local Transport Bureau, which is in effect at the time of rental of the "Rental Car".
- 3 If under Section 2, the Renter opts for a substitute vehicle, the Rental Charge shall be the lower of either the reserved vehicle rental charge, or the substitute vehicle.
- 4 The Rental Charge shall be specified in Detailed Regulations.

#### Article 12 (Change of Conditions of Rent)

When the Renter changing the conditions of rent specified in Article 8, paragraph 1 after the conclusion of the Rental Agreement, the Renter must obtain the consent of the Company.

2 The Company may not approve the changes in rental conditions as described under previous article (Article 12, paragraph 1) if such changes interfere with the our day-to-day renting operations.

#### Article 13 (Inspection and Maintenance of the "Rental Car")

The Company shall rent the "Rental Car" after conducting necessary periodic and daily inspection and maintenance as stipulated in Article 48 of the Road Transport Vehicle Law.

- 2 The Company shall conduct the inspections prescribed in Article 47-2 (Daily Inspection and Maintenance) of the Road Trucking Vehicle Law, and shall rent properly maintained "Rental Car".
- 3 The Renter/Driver shall confirm that the "Rental Car" has been duly inspected and maintained under Article 47, paragraph 2 and ensure that the "Rental Car" is free from defects by inspection of the exterior and the accessories of the "Rental Car", and also confirm that the "Rental Car" meets the Renting Conditions.
- 4 In the event that any defects are detected in the "Rental Car" upon the checkup under Article 13, paragraph 2, the Company shall immediately perform necessary repairs and maintenance.

# Article 14 (Issuance and Carrying of the "Rental Car" Certificate)

At the time of delivery of the "Rental Car", the Company shall issue to the Renter/Driver a designated certificate of "Rental Car" stating items set forth by the Director-General of the District Transport Bureau.

- 2 The Renter/Driver shall carry the "Rental Car" Certificate issued in accordance with Article 14, paragraph 1 during the period of use of the "Rental Car".
- 3 The Renter/Driver shall immediately notify the Company if the Renter/Driver loses the "Rental Car" Certificate.
- 4 The Renter/Driver shall return the "Rental Car" Certificate to the Company upon return of the "Rental Car".

# SECTION 4 Use of Vehicle

#### Article 15 (Management Responsibilities of Renter)

The Renter/Driver shall use and care for the "Rental Car" as its proper manager, from the time the "Rental Car" is received until it is returned to the Company (hereinafter referred to as "during the period of use").

#### Article 16 (Responsibilities of the Renter/Driver)

The Renter/Driver shall maintain and operate the "Rental Car" in a responsible manner as stipulated in Article 47, paragraph 2 of the Road Trucking Vehicle Law before using it every day.

# Article 17 (Prohibited Acts)

The Renter/Driver shall be prohibited from any of the following acts during the rental period.

- 2 To use the "Rental Car" for purposes other than those specified, or to let a third party other than the Driver specified on the "Rental Car" Certificate.
- 3 To alter the "Rental Car" by modification or defacement of registration number plates, or any other modification of the "Rental Car".
- 4 To sublet the "Rental Car" or to deposit it for security or any other act which would infringe on the rights reserved by the Company.
- 5 To alter the "Rental Car" by modification or defacement of registration number plates, or any other modification of the "Rental Car".
- 6 To use the "Rental Car" for any kind of test or competition, or for towing or pushing any other vehicle, without obtaining the prior consent of the Company.
- 7 Using the "Rental Car" in violation of laws and regulations or public order and morals.
- 8 To subscribe to damage insurance for the "Rental Car" without obtaining the consent of the Company.
- 9 To take the "Rental Car" out of the territory of Japan.
- 10 Improper handling of the electric vehicle or charger, damage the electric vehicle or the power receiving unit and soiling it.
- 11 Performing other acts in violation of the conditions of rent or Rental Conditions prescribed in Article 8, paragraph 1.

Article 17 (Measures in Case of Illegal Parking) If the Renter/Driver parks the "Rental Car" in violation of Japan Road Traffic laws during the Rental Agreement period the Renter/Driver shall pay all violation charges, as well as all related charges (towage, storage, etc.) in connection with the illegal act.

- 2 In the event that police notify the Company of the Renter's or the Driver's illegal parking of the "Rental Car", the Company shall contact the Renter/Driver, instruct the Renter/Driver to move the "Rental Car" without delay, and also to appear at the police station at the expiration of the Rental Agreement (or at another designated time as determined by the Company) for completion of legally required procedures. If police tow or impound the "Rental Car", the Company may collect the "Rental Car" from the police at its own judgment.
- 3 The Company may inquire into the status of legally required procedures by the Renter/Driver at its own judgment after giving the instructions to the Renter/Driver in accordance with Article 17, Paragraph 2 by checking the traffic violation notice, payment notice or the receipt of a penalty or other charges. If the Renter/Driver fails to complete legally required procedures the Company shall continue to give instructions in accordance with Article 17, Paragraph 2 to the Renter/Driver until the Renter/Driver pays such fines and other charges in full. Furthermore, the Company shall require the Renter/Driver to sign a specific document (hereinafter referred to as "Acknowledgement Letter") to the effect that the Renter/Driver admits having illegally parked the "Rental Car", that the Renter/Driver shall appear at the police station, and that the Renter/Driver shall act in compliance with related laws and regulations. The Renter/Driver shall comply accordingly.
- 4 The Company shall also take necessary legal measures by submitting to the Public Safety Commission,

documents containing personal information, including, but not limited to, a letter of explanation, the Acknowledgement Letter, a copy of the "Rental Car" Certificate and other documents as necessary in accordance with Article 51, paragraph 4.6 of the Road Traffic Law and reporting to Public Safety Commission factual aspects of the illegal parking. The Renter/Driver shall consent to any such actions the Company may take.

- 5 In the event that the Company receives an order for payment of an illegal parking violation in accordance with Article 51paragraph 4.1 of the Road Traffic Law, and pays such penalties on behalf of the Renter or Driver, and/or the Renter or Driver pays the following amount (hereinafter referred to as "Parking Violation Related Expenses") such as the cost of searching for the borrower or driver, or the movement, storage, withdrawal. The Renter/Driver shall make such payment to the Company on or before a due date designated by the Company.
  - (1) Amount corresponding to the fine for illegal parking
  - (2) Penalty for illegal parking to be separately determined by the Company
  - (3) Search expenses and vehicle management expenses
- 6 Either in the event that the Company receive an order for payment of a violation charge of the illegal parking in accordance with paragraph 5 or the event that the Renter/Driver fails to make such payment to us on or before the due date the Company have designated, the Company shall register the renter's or driver's name, date of birth, driver's license number to All Japan Rent-a-car Association or other action the Company see appropriate.
- Regarding the case where the Renter/Driver is required to pay illegal parking-related fines according to paragraph 1, if the said Renter/Driver does not meet the demand to agree to our instructions in accordance with paragraph 2, or sign the Acknowledgement Letter as required by the Company based on paragraph 3, the Company will take measures to charge the penalty for illegal parking (referred to as "illegal parking fine" in next article), defined in paragraph 5, from the said Renter/Driver for the illegal parking fine.
- 8 Notwithstanding the provisions of paragraph 6, when the Company receive the fine for illegal parking and the amount of expense stipulated in paragraph 5.3 in full, the Company shall not register the Renter/Driver to All Japan Rent-a-car Association, or delete the registered data.
- 9 Regarding the case where the Renter/Driver pays us the full amount the Company have billed in accordance with paragraph 5, if the Renter/Driver pays the said penalty of illegal parking afterwards or is prosecuted and the order of payment of illegal parking fine is cancelled and the Company receive a refund of illegal parking fine, the Company shall refund the equivalent amount of illegal parking fines to the renter or the driver (excluding the expense of reimbursement). When the Company are required to pay the fine for illegal parking based on paragraph 8, the Company shall act in the same way.
- 10 In case of the renter or the driver is reported to All Japan Rent-a-car Association in accordance with paragraph 6, if the order of the payment for fine of illegal parking is nullified or the total amount the Company have billed based on paragraph 5 has been paid, the Company shall delete the registered data from All Japan Rent-a-car Association.

Article 19 (Responsibility for Return) The Renter/Driver shall return to the Company the "Rental Car" at the designated location at or before the termination of the rental period.

- 2 The Renter/Driver shall be responsible for all damages done to the Company when the Renter/Driver is in violation of the preceding paragraph.
- 3 In the event that the Renter/Driver fails to return the "Rental Car" during the rental period due to a natural disaster or any other force beyond human control, the Renter/Driver shall not be liable for the damages arising from such cause. In this case, the Renter/Driver shall immediately contact the Company and follow the Company's instructions.

Article 20 (Confirmation at the time of Return) The Renter/Driver shall return the "Rental Car" in the same conditions as confirmed at the commencement of rental in the presence of our representative, except for the ordinary wear and tear of the "Rental Car" arising from normal use.

2 The Renter/Driver, at the time of return of the "Rental Car", shall confirm that no articles belonging to the Renter/Driver or passenger(s) have been left behind. The Company shall bear no responsibility for the storage of such articles after the return of the "Rental Car".

Article 21 (Rental Charge for Rental Period Extension) When the Renter/Driver change the rental period in accordance with Article 12, paragraph 1, the Renter/Driver shall pay the cheaper charge of either the rental charge corresponding to the total rental period or the original rental charge plus the charge of the extended period.

Article 22 (Returning Place of the "Rental Car") If the vehicle is changed the prescribed returning location pursuant to Article 12, paragraph 1, the Renter/Driver shall bear the cost of the necessary transfer due to the change of the returning place.

2 If the vehicle is returned to an alternative location without obtaining the consent of the Company pursuant to Article 12, paragraph 1, unless other arrangements are authorized by the Company, the Renter/Driver shall be subject to charges arising from relocation of the "Rental Car" to the Company's designated garage.

# Article 23 (Measures Taken if Rent a Car is not Returned)

If either of the following conditions applies to the Renter, the Company shall take necessary measures for confirming the whereabouts of the "Rental Car" by utilizing the vehicle location information system and send an unreturned vehicle damage report to the National Rent-A-Car Association, in addition to taking legal action such as filing a criminal complaint against the Renter.

- 2 When the preceding article applies, the Company shall take all necessary measures to locate the said "Rental Car" and equipment, including but not limited to, contacting families and relatives and the office of the Renter/Driver as well as GPS location system activation.
- 3 If either of the conditions of the preceding paragraph applies, the Renter shall pay the Company for expenses it incurred searching for the Renter and picking up the "Rental Car" pursuant to the provisions of

# SECTION 6 MEASURES IN CASE OF BREAKDOWNS, ACCIDENTS, THEFT, AND OTHER CAUSES Article 24 (Measures in Case of Breakdowns)

When any abnormality or breakdown is found during the period of use, the Renter/Driver shall immediately stop driving and contact the Company, as well as follow the Company's instructions.

#### Article 25 ("Rental Car" Breakdown Procedures)

When the Renter/Driver detects any abnormality or breakdown of the "Rental Car", the Renter/Driver shall immediately discontinue operation of the "Rental Car" and follow all instructions.

- (1) Immediately contact the Company, or an authorized agent of the Company.
- (2) Any breakdown or mechanical issues are to be addressed at the Company facilities, unless other arrangements are made by the Company.
- (3) The Renter or Driver will submit, without delay, any documents or proof required by the Company insurers.
- (4) Any settlements or arrangements made by the Renter or Driver with third parties must have the prior consent of the Company.
- 2 Should the Renter or Driver decide to repair the Rental Bike without prior consent from the Company, they do so at their own risk.
- 3 Both the Renter or Driver and the Company shall cooperate to resolve the breakdown incident.

Article 26 (Measures in Case of Theft) In the case of theft or other damages during the period of use, the Renter/Driver shall take the following measures.

- (1) To immediately report to the nearest police.
- (2) To immediately notify the Company of the situation and follow the Company's instructions.
- (3) To cooperate with the Company and the insurance company the Company contract with in doing their research on theft or other damages, and submit the necessary documents without delay.

#### Article 27 (Termination of Rental Agreement due to Unusable Vehicle)

If the "Rental Car" becomes unusable during the rental period due to a breakdown, accident, theft or other trouble (hereinafter referred to as "breakdown or other trouble"), the rental agreement shall be terminated.

- 2 In the case of the preceding paragraph, the Renter or Driver shall bear the expenses required for the pick-up and repair of the "Rental Car", while the Company shall not return the previously received rental fee, provided that the "breakdown or other trouble" is not due to any of the reasons specified in paragraph 3 or paragraph 5.
- 3 If the "breakdown or other trouble" is due to a defect existing before the vehicle was rented, the Renter may be offered a substitute "Rental Car" by the Company. Article 5, paragraph 2 shall apply mutatis mutandis to the conditions of provision of a substitute "Rental Car".
- 4 If the Renter is not offered a substitute "Rental Car" mentioned in the preceding paragraph, the

Company shall return the full amount of the previously received rental fee to the Renter. The same shall apply when a substitute "Rental Car" cannot be offered.

- 5 If the "breakdown or other trouble" occurred due to a reason not attributable to the Renter or the Company, the Company shall return to the Renter the amount of the previously received rental fee minus the amount of the rental rate for the period from the start of the rental to the termination of the Rental Agreement.
- 6 Except for such measures as provided for in this Article, the Renter or Driver may not make any claims against the Company, except for those prescribed in this Article, with regard to any damages resulting from not being able to use the "Rental Car".

#### SECTION 7 INDEMNITIES AND COMPENSATION

Article 28 (Indemnity and Compensation)

The Renter/Driver shall be liable for indemnifying a third party and/or the Company for any damage which occurs during the rental period. However, except for reasons attributable to the Company.

2 If the damage incurred by the Company mentioned in the preceding paragraph involves an accident or theft and results in the Company not being able to use the "Rental Car" because of a breakdown due to a reason attributable to the Renter/Driver, or because the "Rental Car" has been defaced or left with a foul odor, the renter shall pay for such damage as specified in the rate table.

#### Article 29 (Insurance)

If he Renter/Driver is liable under Article 28, paragraph 1 for damage based on the "Agreement" and Detailed Regulations, insurance money up to the following limits shall be paid to him/her from the accident insurance policy concluded by the Company for the "Rental Car".

(1) Compensation for personal damage

Unlimited per person (not including compulsory automobile liability insurance)

(2) Compensation for property damage

Unlimited (deductible of JPY 30,000 per accident)

- (3) Compensation for vehicle damage
- up to market value (deductible of JPY 50,000)
- (4) Compensation for personal injury

Compensation for personal injury: Up to JPY 30,000,000 per person

- 2 Such insurance payment or compensation as set forth under Article 29 paragraph1 shall not cover when the Renter/Driver breaches any of the provisions prescribed in the terms and conditions for rental.
- 3 The Renter/Driver shall bear damages for which insurance payment or compensation is not granted, or damages in excess of such insurance payment or compensation as payable under Article 29 paragraph 1. Provided, however, that damage caused by a disaster specified as a severe disaster (hereinafter referred to as "severe disaster") under Article 2 of the Special Financial Measures Law (Law No. 150 of 1962) to cope with severe disasters or a similar natural disaster, if the loss is lost in the area designated as the severe disaster, damaged, or another damaged car rental, etc., the damage of the damage The borrower or driver does not

need to compensate for the damage unless there is intentional or severe negligence on the borrower or driver per occurrence.

- 4 If the Company have paid the damages to be borne by the Renter/Driver, the Renter/Driver shall immediately repay such an amount to the Company.
- 5 The insurance amount for nonlife insurance contract stated in the Article 29, paragraph 1 and subscription rate for the compensatory system are included in the rental charges.

# SECTION 8 CANCELATION OF THE RENTAL AGREEMENT

Article 30 (Cancelation of the Rental Agreement)

If the Renter/Driver violates the Terms and Conditions of this agreement, or if the rental agreement falls under any of the cases as stipulated in Article 9 or 16, the Company may cancel the Rental Agreement without prior notification, and immediately demand that the Renter/Driver return the "Rental Car". In this case, the Company shall not issue any refunds, pro-rated or otherwise, of the Rental Charge, and the Renter/Driver is also responsible for any and all additional charges, including optional equipment rental fees and fuel costs.

Article 31 (Cancelation of the Rental Agreement during the Period of Use of the "Rental Car")

The Renter may terminate the Rental Agreement, upon obtaining the consent of the Company and also upon payment of a termination charge as described here below. In such a case, the Company shall refund the remaining amount after deducting the rental fee corresponding to the period from the lending to the return from the received rental fee to the Renter.

2 The Renter shall pay the following early termination fee to the Company for the early termination stipulated in the Article 31, paragraph1 above.

#### SECTION 9 PERSONAL INFORMATION

Article 32 (Purpose for Use of Personal Information on the Renter/Driver)

The Company shall obtain and make use of personal information of the Renter/Driver for the following purposes.

- (1) As a business operator licensed to "Rental Car" business pursuant to Article 80, paragraph 1 of the Road Transport Law, for the purpose of filing legally required documentation, including but not limited to, preparing the "Rental Car" Certificate.
- (2) For the purpose of informing the Renter/Driver of "Rental Car"s, used vehicles or other related products, and services as well as sales promotional plans, events and campaigns, by mail, e-mail or other means of communication.
- (3) For the purpose of identifying or screening the Renter/Driver.
- (4) To conduct a survey to the renter or the Driver in order to develop new products and projects accordingly and to study ways to enhance customer satisfaction.
- (5) To generate the data base by statistically aggregating and analyzing personal information to a format

in which individuals can neither be identified nor specified.

2 When the Company try to obtain such information on the Renter/Driver for the purposes not stated in any of the clauses of the Article 32, paragraph 1, the Company shall advise the Renter/Driver of specific purposes in advance.

Article 33 (Consent by the Renter/Driver to the Registration and Use of the Personal Information)
The Renter/Driver shall agree that the full name, the date of birth, the driver's license number, and other personal information of the Renter/Driver may be registered at All-Japan Rent-A-Car Association for the duration not exceeding seven years and agree to the use of aforementioned information by the All-Japan Rent-A-Car Association and Regional Rent-a-Car Associations as well as the "Rental Car" businesses of its members for a screening prior to entering the Rental Agreement in any of the following cases:

- (1) When we are fined for illegal parking based on the Article 51 Chapter 4 Item 1 of the Road Traffic Law
- (2) When the Renter/Driver has failed to make a full payment to us regarding illegal parking-related fines defined in the Article 18, paragraph 5.
- (3) When the "Rental Car" is not returned as stipulated in the Article 23, paragraph1.

#### SECTION 10 MISCELLANEOUS PROVISIONS

# Article 34 (Rental Agency)

In cases where the Company is unable to lend a car class, car name or type of rental car as requested by the applicant (including the case where a "Rental Car" is not located at the business office that received the application), Article 8 Notwithstanding the provisions of paragraph 1, only after confirming with the applicant about the matters listed below, only when obtaining consent, the Renter can receive a "Rental Car" from another rental car service provider and lend it to the applicant. (This is called "substitute lending.")

- (1) In the case of troubles such as accidents, breakdowns, etc., if the Company's terms of employment are more advantageous to the Renter than applying the credit agreement of the business operator who provided the "Rental Car", the Company's terms of service shall be applied being things.
- (2) The certificate of rent shall be in a special form as specified in paragraph 3
- (3) The credit agreement of the "Rental Car" provider who provided it is attached.
- 2 In the case of proxy lending, the Rental Agreement terms of the car rental agency that provided the "Rental Car" shall be applied.
- 3 "Loan Certificate" stipulated in the essential notice in the case of conducting surrogate lending is either by the form specified by the business operator who provided the car rental, or by a letter of credit of a form dedicated to substitute lease specified separately by the Company.
- 4 In the event that a trouble or other trouble has occurred with respect to the "Rental Car" that has lent the agency, in the same way as the case of lending a rent-a-car owned by the Company, the Company shall repair the "Rental Car"s provided by the vehicle provider In addition to taking steps to secure the convenience of the borrower or the driver, the Company shall take measures.

# Article 35 (Countervailing)

In the event that the Company are under monetary obligation to the Renter/Driver under this terms and conditions, the Company may countervail such monetary obligation against the debts to which the Renter/Driver is liable to us at the Company's convenience.

#### Article 36

(Consumption Tax) Renter/Driver shall pay Japanese consumption taxes, including local consumption taxes, imposed on the rental transaction under the Terms and Conditions.

#### Article 37 (Arrears)

In the event that either the Renter/Driver, fails to fulfill any monetary obligation under the General Conditions, the Renter/Driver shall pay interest on the balance in the arrears at 14.6% per annum, compounded monthly.

Article 38 (Subsidiary Rules) The Company may prescribe subsidiary rules on the Terms and Conditions separately. Such subsidiary rules shall have the same effect as the Terms and Conditions.

When the Company prescribes subsidiary rules separately, the Company shall post them on notice boards in its rental office and make them public in published literature. Changes to the subsidiary rules shall apply accordingly.

#### Article 39 (Agreement on the Competent Court)

Should dispute arise with regard to the rights and obligations on the General Conditions, the competent court shall be the Summary Court having territorial jurisdiction over the main office, branch office or any business office of the Company.

Supplementary Provision: This Agreement shall take effect on April 1, 2006.

Supplementary Provision: This Agreement (Partial Amendment) shall take effect on December 1, 2007.

Supplementary Provision: This Agreement (Partial Amendment) shall take effect on June 1, 2012.

Supplementary Provision: This Agreement (Partial Amendment) shall take effect on June 1, 2014.