

## Chapter 1 / General Provisions

### Article 1 (Application of General Terms and Conditions)

(1) The Company shall apply these General Terms and Conditions and the detailed regulations of these General Terms and Conditions pursuant to Article 40 (hereinafter collectively referred to as the "General Terms and Conditions, etc.") to the rental car (hereinafter referred to as the "Rental Car"). The Company shall lend the rented automobile (hereinafter referred to as "Rental Car") to the Lessee in accordance with the provisions of these Conditions of Carriage and the detailed regulations of these Conditions of Carriage pursuant to Article 40 (hereinafter collectively referred to as "Conditions of Carriage"). The Lessee shall borrow the Rental Vehicle upon understanding and accepting the Terms and Conditions, etc.

If the Lessee designates a different driver from the RENTER in accordance with Paragraph 3 of Article 8, the RENTER shall make the driver aware of and ensure that the driver complies with the portion of the General Terms and Conditions, etc. pertaining to the driver. Any matter not provided for in the General Terms and Conditions, etc. shall be subject to laws and regulations or general custom.

2. SKY may accept special agreements to the extent that such agreements do not violate the intent of the General Terms and Conditions, etc., laws and regulations, administrative notices, or general customs. In the event of any special agreement, such special agreement shall prevail over the General Terms and Conditions, etc.

## Chapter 2 / Reservations

### Article 2 (Application for Reservations)

Upon agreeing to the General Conditions of Car Rental and the separately prescribed fee schedule, etc., the lessee shall make a reservation in accordance with the separately prescribed method, specifying in advance the car model class, starting date and time of rental, rental location, rental period, return location, driver, whether or not accessories such as child seats are required, and other rental conditions (hereinafter referred to as "Rental Conditions"). (2) The Company may make a reservation by clearly indicating the place of borrowing, the period of borrowing, the place of return, the driver, whether or not accessories such as child seats are required, and other conditions of borrowing ("Conditions of Borrowing").

(2) When the Company receives a reservation request from the Lessee, the Company shall, in principle, accept the reservation within the scope of the rental car held by the Company. In such a case, the Lessee shall pay the reservation application fee provided separately, unless otherwise specifically approved by the Company.

### Article 3 (Change of Reservation)

The lessee shall obtain the prior approval of the Company when he/she wishes to change the terms and conditions of the lease as provided for in Paragraph 1 of the preceding Article.

### Article 4 (Cancellation of Reservations, etc.)

The Lessee and the Company may cancel the reservation in the manner separately provided.

(2) If the rental car rental agreement (hereinafter referred to as the "Rental Agreement") has not been concluded at least one hour after the reserved rental start time, the reservation shall be deemed to have been cancelled. If the rental car rental contract (hereinafter referred to as the "Rental Contract") is not concluded at least one hour after the reserved start time, the reservation shall be deemed cancelled.

(3) If the reservation is cancelled for the convenience of the Lessee, the Lessee shall pay to Peach a cancellation fee as separately provided for, and upon payment of such cancellation fee, Peach shall return to the Lessee the reservation deposit already received.

(4) If the reservation is cancelled by the Company for any reason, the Company shall not only return the reservation deposit received by the Company, but also pay a penalty fee as separately provided for.

5 In the event of accident, theft, non-return, recall, natural disaster (including the case where traffic restrictions have been or are expected to be implemented due to the occurrence of earthquake, etc.)

(5) In the event that the rental agreement is not executed or the reservation is cancelled due to accident, theft, non-return, recall, natural disaster (including cases in which traffic restrictions have been or are expected to be implemented due to the occurrence of an earthquake, etc.), power failure, communication failure, request from a public agency, etc. or other reasons beyond the control of either the lessee or the Company, the reservation application fee already received shall be returned.

### Article 5 (Substitute Rental Cars)

If the Company is unable to rent a rental car of the type and class reserved by the Lessee, the Company may offer to rent a rental car of a different type and class from that reserved (hereinafter referred to as "Substitute Rental Car"). 2. If the Lessee agrees to the preceding paragraph, the Company may request the rental of a car of a different make and model from that reserved.

(2) If the Lessee accepts the request in the preceding paragraph, the Company shall rent the Substitute Rental Car under the same terms and conditions as those of the reservation, except for the make and class of the car. If the rental charge for the substitute rental car is higher than the rental charge for the reserved car class, the rental charge shall be based on the reserved car class, and if the rental charge for the substitute rental car is lower than the rental charge for the reserved car class, the rental charge shall be based on the car class of the substitute rental car.

(3) The Lessee may refuse the request for the rental of the substitute rental car under Paragraph 1 and cancel the reservation. In such a case, the measures to be taken shall be in accordance with the provisions of the preceding Article.

### Article 6 (Disclaimer)

Except as provided in Articles 4 and 5, neither the Company nor the Lessee shall make any mutual claim with respect to the cancellation of the reservation or the non-execution of the rental agreement.

## Chapter 3 / Lending

### Article 8 (Conclusion of Rental Agreement)

The lessee shall specify the terms and conditions of the rental agreement as set forth in Article 2, Paragraph (1), and the Company

shall enter into the rental agreement by specifying the terms and conditions of the rental agreement in these Conditions of Carriage, Schedule of Charges, etc. The rental agreement shall be concluded by the Company. However, this shall not apply in the event that there is no rental car available for loan or in the event that the lessee or driver falls under any of the items of Article 9, Paragraph 1 or Paragraph 2.

(2) In the event of conclusion of a rental agreement, the lessee shall pay to the Company the rental fee as provided in Article 11, Paragraph 1.

(3) In accordance with the basic notice (Note 1) of the regulatory authorities, upon conclusion of the rental agreement, SKY shall request the borrower to provide the name, address, type of driver's license and number of driver's license (Note 2) of the driver in the rental book (rental slip) and the rental certificate provided in Article 14.1, or to attach a copy of the driver's license. (Note 2) or a copy of the driver's license of the driver designated by the lessee (hereinafter referred to as the "Driver"). In this case, the lessee shall submit a copy of the driver's license of the driver designated by the lessee (hereinafter referred to as the "Driver"). In such cases, the borrower shall present his/her own driver's license or submit a copy thereof if he/she is the driver, or present the driver's license or submit a copy thereof if the borrower and the driver are different.

(Note 1) The basic notice from the regulatory authority refers to 2.(10) and (11) of the "Basic Notice Concerning Rental Cars" (Jitetsu No. 138, June 13, 1995) issued by the Director-General of the Automobile Bureau, Ministry of Land, Infrastructure, Transport and Tourism.

(Note 2) "Driver's license" means a driver's license stipulated in Article 92 of the Road Traffic Law, which is in the form of a separate Form 14, Article 19 of the Enforcement Regulations of the Road Traffic Law. In addition, a driver's license shall be the same as a specified license information, etc. recorded with a personal number card for recording license information as stipulated in Article 95-2 of the Road Traffic Law, and an international driver's license or foreign driver's license as stipulated in Article 107-2 of the Road Traffic Law.

(4) Upon conclusion of the rental agreement, SKY may request the borrower and the driver to present supporting documents designated by SKY in addition to the driver's license and may take copies of the presented documents, and the borrower and the driver shall comply with such request.

(5) Upon execution of the rental agreement, SKY may request the borrower and the driver to provide a cellular phone number or other information necessary to communicate with the borrower and the driver during the rental period, and the borrower and the driver shall comply with such request.

(6) Upon conclusion of the rental agreement, the Company may request the lessee to make payment by credit card or cash, or may specify other payment methods.

(7) The borrower may not extend the term of the rental agreement after it has been concluded.

### **Article 9 (Refusal to Conclude a Rental Agreement)**

The Company shall not be able to conclude a rental agreement if the lessee or the driver falls under any of the following items.

(1) The renter or driver fails to present a driver's license required for driving the rental car, or refuses to agree to submit a copy of his/her driver's license, despite our request.

(2) When the driver is deemed to be under the influence of alcohol.

(3) When the driver is deemed to be under the influence of narcotics, stimulants, thinner, etc.

(4) When an infant under 6 years of age is allowed to ride in the passenger seat, even though there is no child seat in the vehicle.

(5) When the renter or driver is recognized as a member or affiliated person of a crime syndicate or an organization related to crime syndicates, or a member of any other anti-social organization.

2 The Company may refuse to enter into the Rental Agreement if the Lessee or the Driver falls under any of the following items

(1) When the driver specified at the time of reservation is different from the driver at the time of conclusion of the rental agreement.

(2) When there is a fact of nonpayment of the rental fee or other obligations to the Company in the past rental deliveries.

(3) When the driver has committed any of the acts listed in Article 17 in the past rental deliveries.

(4) When the renter has committed any of the acts listed in Article 18, Paragraph 6, in the past rental deliveries (including deliveries by other rental car operators). (4) When any of the acts listed in Article 18, Paragraph 6 or Article 25, Paragraph 1 has occurred in the past rentals (including rentals by other rental car operators).

(5) When there is a fact that automobile insurance was not applied due to a violation of the rental agreement or insurance policy in the past rental deliveries.

(6) The Participant has used violent acts or language, or demanded more than reasonable burdens from the Company's employees or other related parties in connection with transactions with the Company.

(7) The employee has spread false rumors or used deception or force to undermine the Company's credibility or obstruct the Company's business.

(8) The conditions specified separately are not met.

(9) The Company otherwise deems the lease to be inappropriate.

3 In the case of the preceding two paragraphs, if a reservation has already been made with the borrower, the Company shall treat the reservation as cancelled, and upon receipt of payment of the reservation cancellation fee from the borrower, the Company shall return to the borrower the reservation deposit already received.

### **Article 10 (Formation of Rental Agreement, etc.)**

The rental agreement shall become effective when the borrower pays the rental fee to the Company and the Company delivers the rental car to the borrower. In this case, the reservation deposit already received shall be applied as part of the rental fee.

(2) The delivery set forth in the preceding paragraph shall be made at the rental location clearly indicated in Article 2, Paragraph (1) on the date and time of commencement of the rental period.

### **Article 11 (Rental Fees)**

The rental fee shall mean the total of the following fees, the amount of each of which or the basis of calculation shall be clearly indicated in the fee schedule.

(i) Basic Charge, (ii) Drop-off Charge, (iii) Exemption Compensation System Fee, (iv) Optional Charges, (v) Fuel Charge, (vi) Pick-up and Delivery Charge, and (vii) Other Charges.

(2) If the rental fee is revised after the reservation is made in accordance with Article 2, the lower rental fee shall apply in comparison with the fee applied at the time of reservation and the fee at the time of rental delivery.

(3) The rental fee shall be stipulated in the Bylaws.

### **Article 12 (Modification of Borrowing Terms and Conditions)**

The borrower shall obtain the prior consent of Peach when he/she wishes to change the terms and conditions of the lease under

Article 8, Paragraph (1) after the execution of the Rental Agreement.

(2) The Company may refuse to approve any change in the borrowing conditions pursuant to the preceding paragraph if such change would interfere with the lending operation.

### **Article 13 (Inspection, Maintenance and Verification)**

1 The Company shall conduct inspections as stipulated in Article 48 (Periodic Inspection and Maintenance) of the Road Vehicle Law and perform necessary maintenance before renting a rental car.

(ii) The Company shall inspect and perform the necessary maintenance as stipulated in Article 47-2 (Daily Inspection and Maintenance) of the Road Vehicle Law.

(iii) The lessee or the driver shall confirm that the inspections and maintenance specified in the preceding two paragraphs have been carried out and that the rental car is free from any defects in maintenance and that the rental car meets the conditions of the rental agreement by inspecting the exterior of the vehicle and its accessories based on the inspection list provided separately.

(iv) If any defects in maintenance are found in the rental car, the Company shall immediately carry out the necessary maintenance, etc.

### **Article 14 (Issuance, Carrying, etc. of Rental Certificate)**

Upon delivery of the rental car, the Company shall deliver to the lessee a prescribed rental certificate in writing (including by electromagnetic means such as e-mail) stating the matters specified by the Director-General of the District Transport Bureau of the District Transport Bureau. (2) The lessee or the driver may not use the rental car for any purpose other than those specified in the rental agreement.

(2) The lessee or the driver shall carry (including carrying by electromagnetic record) the rental certificate issued in accordance with the preceding paragraph while using the rental car. (2) The Lessee or the Driver shall carry the Rental Card issued in accordance with the preceding paragraph (including electromagnetic record) while using the Rental Car.

(3) If the borrower or the driver loses the rental card, the borrower or the driver shall immediately notify the Company thereof.

## **Chapter 4 / Use**

### **Article 15 (Management Responsibility, etc.)**

The RENTER or the DRIVER shall, from the time the RENTER or the DRIVER takes delivery of the RENTAL CAR until it is returned to the Company (hereinafter referred to as "while in use") The RENTER or the DRIVER shall use and keep the RENTAL CAR with the due care of a good manager.

2. If the renter or driver uses toll roads such as expressways, toll parking lots or other toll services while the rented car is in use, the renter or driver shall pay the toll charges, etc. to the toll service provider at his/her own responsibility.

3 The Lessee agrees that if the Company receives a request from the provider of the toll service in the preceding paragraph to disclose the Lessee's personal information at that time, specifying the vehicle registration number and date of the rental car, for reasons such as non-payment of fees, etc., the Company may provide the Lessee's personal information to such requesting party.

### **Article 16 (Daily Inspection and Maintenance)**

The lessee or driver shall inspect the rental car during use and perform the necessary maintenance as specified in Article 47-2 (Daily Inspection and Maintenance) of the Road Vehicle Law prior to each day's use.

### **Article 17 (Prohibited Acts)**

The lessee or driver shall not do any of the following acts during use

(1) Use the Rental Car for the purpose of motor transportation business or any similar purpose without the Company's consent and permission under the Road Transportation Law.

(2) Use the rental car for any purpose other than the prescribed use or allow any person other than the driver named in the rental certificate as provided for in Article 8, Paragraph 3 or any person who has the consent of the Company to drive the rental car.

(3) To sublease the rental car or offer the rental car as collateral to any other person or do any act that may infringe on the Company's rights.

(4) To forge or alter the vehicle registration number plate or vehicle number plate of the rental car, or alter the original state of the rental car by remodeling or refurbishing it, etc. (5) To do anything that would infringe on the Company's rights, such as subletting the rental car or offering it as collateral.

(5) To use the Rental Car for any kind of test or competition, or to tow or push another vehicle without the Company's consent.

(6) Load dangerous items such as gasoline, radioactive materials, specimens of infectious diseases, or any other items that may cause harm or injury to the Company or other Users without the Company's consent.

(7) To use the Rental Car in violation of laws and regulations or public order and morals.

(8) To take out damage insurance for the rental car without the Company's approval.

(9) To take the rented car out of Japan.

(10) To commit any other act in violation of the terms and conditions of the rental agreement as stipulated in Article 8, Paragraph 1.

(2) The Renter, Driver, or related parties shall not film, record, or photograph the Company's office, the Company's stores, or the Company's premises from the inside or outside, or post, distribute, or live broadcast the images, sound, or video on a social networking service, etc., without the Company's consent.

### **Article 18 (Measures in case of Illegal Parking, etc.)**

If the lessee or driver illegally parks the rental car during use, as defined in the Road Traffic Law, the lessee or driver shall report to the police station having jurisdiction over the area where the car was illegally parked and immediately pay the fine for illegal parking, and bear the costs of towing, storage, pickup, etc., associated with illegal parking. 2. The Company shall not be liable for any expenses incurred by the police in connection with the illegal parking of the car.

(2) If the Company is notified by the police that the rental car has been illegally parked, the Company shall contact the lessee or the driver and instruct them to promptly move or pick up the rental car and to report to the police station handling the rental car to deal with the violation by the end of the rental period or at the Company's instruction, and the lessee or the driver shall comply with such instructions. The renter or driver shall comply with such instructions. In the event that the rented car is moved by the police, SBI may, at its discretion, personally pick up the rented car from the police station.

3 After giving the instructions in the preceding paragraph, the Company shall, at its discretion, check the status of the violation by the traffic violation notice, payment slip, receipt, etc., and if the violation has not been processed, the Company shall give the

instructions in the preceding paragraph to the lessee or the driver until the violation is processed. In addition, the Company shall request the lessee or the driver to sign a document prescribed by the Company ("Written Acknowledgement") stating the fact that the lessee or the driver has committed an abandoned parking violation and that the lessee or the driver agrees to appear at a police station, etc. and to comply with legal measures as a violator of the law. The borrower or driver shall comply with such request.

(4) If deemed necessary by SKY, SKY will cooperate as necessary in pursuing the responsibility of the lessee or driver for an unattended parking violation by submitting to the police the written self-authentication, the rental certificate and other documents containing personal information, or by submitting to the Public Safety Commission the written explanation, written self-authentication, rental certificate and other documents provided in Article 51-4, Paragraph 6 of the Road Traffic Law. In addition, the Company may take necessary legal measures such as submitting to the Public Safety Commission a written explanation and a written acknowledgment as provided for in Article 51-4, Paragraph 6 of the Road Traffic Law, as well as the rental certificate and other documents, and reporting the facts to the Public Safety Commission.

5 In the event that the Company receives an order to pay a parking violation charge under Article 51-4, Paragraph 1 of the Road Traffic Law and pays the charge, or bears the cost of searching for the lessee or driver or the cost of moving, storing, or picking up the vehicle, the Company shall pay to the lessee the following amounts ("parking violation-related expenses") (hereinafter referred to as "Parking Violation Expenses"). In this case, the Lessee shall pay to SKY the amount of the following (hereinafter referred to as "Parking Violation Expenses"). In this case, the Lessee shall pay the Parking Violation Fees by the date designated by the Company.

(1) The amount equivalent to the parking violation fee

(2) a parking violation penalty fee determined separately by the Company

(3) Expenses required for search and for moving, storing, picking up, etc. of the vehicle

6 In the event that the Company receives an order to pay the parking violation fines set forth in the preceding paragraph, or in the event that the lessee fails to pay the full amount demanded in the preceding paragraph by the date specified by the Company, the Company shall register the name, date of birth, driver's license number, etc. of the lessee in the information management system of the Japan Car Rental Association (hereinafter referred to as the "JENREKYO System"). The lessee agrees to such measures.

(7) In the event that the lessee or the driver is required to pay a penalty for illegal parking pursuant to Paragraph (1), if the lessee or the driver fails to comply with the Company's instruction to deal with the violation pursuant to Paragraph (2) or the Company's request to sign a self-authorization form pursuant to Paragraph (3), the Company shall pay the parking penalty and parking fines as provided in Paragraph (5).

Notwithstanding the provisions of Paragraph 6, the Company may charge the lessee a parking violation fee (hereinafter referred to as "Parking Violation Charge") in an amount separately determined by the Company.

8 Notwithstanding the provisions of Paragraph 6, when the Company has received from the Lessee the full amount of the Parking Violation Charge and the fees stipulated in Paragraph 5, Item 3, the Company shall not take any measures such as registration in the JACAR system as stipulated in Paragraph 6, or delete the data already registered in the JACAR system.

9 In the event that the lessee has paid to the Company the amount of money requested by the Company pursuant to Paragraph 5, and the order to pay the parking violation fee has been rescinded due to the lessee or the driver later paying the penalty for the parking violation in question, or due to the filing of a public lawsuit, etc., and the Company receives a refund of the parking violation fee, the Company shall not pay to the lessee the amount of money already paid by the lessee. In the event that the Company receives a refund of the parking violation fee, the Company shall refund to the Lessee only the amount equivalent to the parking violation fee out of the parking violation-related expenses already paid by the Lessee. The same shall apply in the event that the Company has received a parking violation fee pursuant to Paragraph 7.

10 In the event that a parking violation has been registered in the JACAR system pursuant to Paragraph 6, if the order to pay the parking violation fee has been cancelled due to the payment of the penalty, etc., or if the full amount charged by the Company pursuant to Paragraph 5 has been paid to the Company, the Company shall delete the data registered in the JACAR system.

## **Article 19 (GPS functions and vehicle communication devices of automobile manufacturers, etc.)**

The renter and driver agree that the rental car may be equipped with a global positioning system (hereinafter referred to as "GPS function") and that the current location and route of the rental car will be recorded in the system prescribed by the Company. The Renter and Driver agree that the Rental Car may be equipped with a Global Positioning System ("GPS Function") and that the current location and route of the Rental Car will be recorded in the Company's designated system, and that the Company will use such recorded information for the following purposes.

(1) To confirm that the rental car has been returned to the designated place at the end of the rental agreement.

(2) To confirm the current location of the Rental Vehicle in the event that Article 25.1 applies, or when deemed necessary for the management of the Rental Vehicle or the fulfillment of the Rental Agreement, etc.

(3) To process the information into a form that does not identify individuals and use it for marketing analysis in order to improve the quality of products and services provided to lessees and drivers and to enhance customer satisfaction.

(2) The Lessee and the Driver agree that the Company may disclose the information recorded by the GPS function in accordance with the preceding paragraph to the extent necessary in the event that the Company is required to do so by law or is ordered to do so by a court, administrative agency, or other public body.

3 The Lessee and the Driver agree that the Rental Vehicle is equipped with a vehicle communication device as standard equipment of the vehicle manufacturer, its affiliated companies, and information and telecommunications carriers (hereinafter collectively referred to as "Vehicle Manufacturer, etc."). The renter and driver agree that the vehicle manufacturer, etc. may acquire vehicle condition information (operation information, location information, control information, breakdown information, etc.) from the vehicle communications equipment for the purpose of providing vehicle operation support services, vehicle operation support services, and other uses as announced by the vehicle manufacturer, etc. 4. The RENTER and the DRIVER agree to the following

4 The Lessee and the Driver agree that the Company may receive the vehicle condition information provided in the preceding paragraph from the vehicle manufacturer, etc. for the purposes of each item of Article 20, Paragraph 1.

## **Article 20 (Drive Recorder)**

The renter and driver agree that a drive recorder may be installed in the rental car and that the driving conditions, etc. of the renter and driver will be recorded, and that the Company may use such recorded information for the following purposes

(1) In the event of an accident, to confirm the circumstances at the time of the accident.

(2) To confirm the driving conditions of the lessee and the driver when deemed necessary for the management of the rental car or for the performance of the rental agreement, etc.

(3) To process the information into a form that does not identify individuals and use it for marketing analysis in order to improve the quality of products and services provided to the lessee and driver and to enhance customer satisfaction.

2 The Lessee and the Driver agree that the Company may disclose the information recorded by the drive recorder in accordance with the preceding paragraph to the extent necessary in the event that the Company is required to do so by law or receives a request or order to do so from a court, administrative agency, or other public body.

## Chapter 5 / Return

### Article 21 (Responsibility for Restitution)

(1) The Lessee or the Driver shall return the Rental Car to the Company at the designated place of return by the expiration of the Rental Period.

(2) If the RENTER or the DRIVER violates the provisions of the preceding paragraph, the RENTER shall compensate the Company for any damage caused thereby.

3 If the RENTER or the DRIVER is unable to return the RENTERED CAR within the RENTERED PERIOD due to a natural disaster or other force majeure, the RENTER or the DRIVER shall not be liable for any damages incurred by the Company. In such a case, the Lessee or Driver shall immediately contact the Company and follow the Company's instructions.

### Article 22 (Confirmation at the time of return, etc.)

The lessee or driver shall return the rental car in the presence of the Company. In such case, the rental car shall be returned in the condition in which it was delivered, except for any worn parts due to normal use.

(2) The Lessee or the Driver shall make sure that the Rental Car is returned free of any belongings of the Lessee or the Driver or the passengers in the Rental Car.

### Article 23 (Charges for Rentals at the Time of Change of the Borrowing Period)

If the borrower changes the rental period pursuant to Article 12.1, the borrower shall pay the rental fee corresponding to the changed rental period.

### Article 24 (Place of Return, etc.)

(1) When the Renter changes the designated place of return pursuant to Article 12, Paragraph 1, the Renter shall bear the cost of the return transportation required as a result of the change in the place of return.

2. If the Lessee returns the Rental Car to a place other than the designated place of return without the Company's consent pursuant to Article 12, Paragraph 1, the Lessee shall pay the penalty charge for changing the place of return as set forth below.

Penalty for changing the place of return = Cost of transportation required due to the change of the place of return x 200%.

### Article 25 (Measures to be taken in case of non-return)

If the lessee or the driver fails to return the rental car to the designated place of return despite the expiration of the rental period and does not respond to the Company's request for return, or if the lessee's whereabouts are unknown or for any other reason, the Company shall take legal action such as filing a criminal complaint. In addition, the Company shall report the non-return of the rental car to the Japan Car Rental Association and register the damage in the JENREKYOU system, and the Lessee agrees to such measures.

(2) In the event that the preceding paragraph applies, the Company shall take necessary measures to confirm the whereabouts of the rented car, including interviewing the renter's or driver's family members, relatives, employers and other relevant persons, and activating the GPS function, etc.

3 In the event that Paragraph 1 applies, the Lessee shall be liable to compensate the Company for any damage caused and shall bear the expenses incurred in retrieving the Rental Car and in searching for the Lessee or the driver.

## Chapter 6 / Measures in case of breakdown, accident, or theft

### Article 26 (Measures to be taken upon discovery of a failure)

If the renter or driver discovers any abnormality or malfunction of the rental car during use, the renter or driver shall immediately stop driving, notify the Company, and follow the Company's instructions.

### Article 27 (Measures to be taken in the event of an accident)

In the event of an accident involving the rental car while in use, the lessee or driver shall immediately stop driving the rental car and, regardless of the size of the accident, shall take the measures required by law, as well as the following measures.

(1) Immediately report to the Company the circumstances of the accident and follow the Company's instructions.

(2) In the event that the rental car is repaired in accordance with the instructions given in the preceding item, the repair shall be performed by the Company or a factory designated by the Company, unless otherwise approved by the Company.

(3) To cooperate with our company and the insurance company with which we have a contract regarding the accident, and to submit the necessary documents without delay.

(4) To obtain the Company's prior consent before settling or otherwise agreeing with the other party with respect to the accident.

(2) In addition to taking the measures set forth in the preceding paragraph, the Lessee or the Driver shall handle and settle the accident at his/her own responsibility.

(3) The Company shall advise the Lessee or the Driver on the handling of the accident and shall cooperate in the settlement thereof.

### Article 28 (Measures in the Event of Theft)

If the rental car is stolen or otherwise damaged during use, the lessee or driver shall take the following measures

(1) Immediately report the theft to the nearest police station.

(2) Immediately report the damage to the Company and follow the Company's instructions.

(3) Cooperate with the Company and the insurance company with which the Company has contracted to investigate the theft or other damage, and submit any documents, etc. requested by the Company without delay.

### Article 29 (Termination of Rental Agreement due to Loss of Use)

The Rental Agreement shall terminate if the Rental Car becomes unusable due to a breakdown, accident, theft or any other reason (hereinafter referred to as "breakdown, etc.") while in use. (2) In the event of the preceding paragraph, the Lessee shall bear the costs of retrieving and repairing the Rental Car and shall return the Rental Car to the Company.

(2) In the case of the preceding paragraph, the Lessee shall bear the costs of retrieving and repairing the Rental Car, and the

Company shall not refund the Rental Charges already received. However, this shall not apply if the breakdown, etc. is caused by the reasons specified in Paragraph 3 or Paragraph 5.

If the breakdown is caused by a defect or failure that existed prior to the rental, or by the rental car not conforming to the terms and conditions of the rental agreement, a new rental agreement shall be deemed to have been entered into and the lessee may receive a replacement rental car from the Company. The terms and conditions for the provision of a replacement rental car shall apply mutatis mutandis to Article 5, Paragraph 2.

If the Lessee does not receive an alternative rental car as provided in the preceding paragraph, the Company shall refund the rental fee received by the Company in full. The same shall apply when the Company is unable to provide a replacement rental car.

If the breakdown, etc. is caused by reasons beyond the control of either the Lessee, the Driver or the Company, the Company shall refund to the Lessee the balance of the Rental Charges received after deducting the Rental Charges corresponding to the period from the time of delivery to the end of the Rental Agreement from the Rental Charges received.

6 The Lessee shall not make any claim against the Company for any damage arising out of his/her inability to use the Rental Car other than as provided in this Article, except for the measures provided in this Article. The RENTER shall not be liable to the Company for any damages other than as provided in this Article, except in cases where the failure was caused by the Company's willful misconduct or gross negligence.

## Chapter 7/ Compensation and indemnification

### Article 30 (Compensation and Business Compensation)

The Lessee shall compensate the Company for any damage caused by the Lessee or the Driver to the Company's Rental Car in connection with the use of the Rental Car rented by the Company. However, this shall not apply in cases where the damage is caused by reasons not attributable to the lessee or the driver.

2 In the event that the Lessee is liable for damages pursuant to the preceding paragraph, the Company shall compensate the Lessee for damages or provide business compensation as provided in the Fee Schedule, etc. for damages caused by an accident, theft, breakdown, stain or odor of the rental car, etc., which prevents the Company from using the rental car.

3 The lessee or driver shall compensate the Company for any damage caused to a third party or the Company by the lessee or driver's willful misconduct or negligence in connection with the use of the rented car.

### Article 31 (Insurance and Compensation)

When the renter is liable for compensation under Paragraph 1 or 3 of the preceding Article, or when the driver is liable for compensation under Paragraph 3 of the preceding Article, insurance or compensation will be paid within the following limits under the damage insurance contract concluded by the Company for the rental car or under the compensation system determined by the Company.

(1) Compensation for bodily injury: Unlimited (including automobile liability insurance)

(2) Compensation for property: 50 million yen per accident (50,000 yen deductible)

(3) Vehicle coverage: Market value per accident limit (deductible of ¥50,000)

(Deductible of 50,000 yen, but 100,000 yen for passenger cars of 1,000 cc or more)

(4) Personal Accident Compensation 30,000,000 yen per accident limit x maximum number of passengers, 30,000,000 yen per person limit

2 In the event that any of the exclusions from liability under the terms and conditions of the insurance policy or the compensation plan applies, the insurance or compensation specified in Paragraph 1 will not be paid.

3 In the event of violation of the terms and conditions of the rental agreement, the insurance benefit or indemnity specified in Paragraph 1 will not be paid.

4. Any damage for which insurance or compensation is not paid and any damage in excess of the amount of insurance or compensation paid under Paragraph 1 shall be borne by the lessee or driver. In the event that the limit of the amount of compensation under Paragraph 1 is changed by a special agreement, any damage in excess of the limit specified in the special agreement shall be borne by the borrower or the driver. However, if the damage is caused by a disaster designated as a severe disaster in accordance with Article 2 of the Act on Special Financial Assistance to Deal with Severe Disasters (Act No. 150 of 1962) (hereinafter referred to as "Severe Disaster"), the borrower or driver shall be liable for any damage in excess of the amount specified in the special provision. In the event that the RENTER or DRIVER is involved in a rental car that has been lost, damaged, or otherwise affected in an area designated as an "Extreme Disaster," the RENTER or DRIVER shall not be required to compensate for any damage caused by such damage, unless such damage was caused intentionally or due to gross negligence on the part of the RENTER or DRIVER. (5) In the event that the lessee or the driver is not responsible for the damage, the Company shall not be required to compensate the lessee or the driver.

(5) When the Company has paid the amount of Damage to be borne by the Lessee or the Driver, the Lessee or the Driver shall immediately reimburse the Company for the amount paid by the Company.

6 The lessee or driver shall be responsible for any damage equivalent to the deductible amount of the insurance or indemnity provided for in item 2 or 3 of Paragraph 1, except in cases where a special agreement has been made.

## Chapter 8 / Cancellation of Rental Contract

### Article 32 (Cancellation of Rental Agreement)

In the event that the Lessee or the Driver violates these Conditions of Use or falls under any of the items of Article 9, Paragraph 1, the Company may cancel the rental agreement without notice or demand and demand the immediate return of the rental car. In such a case, the Company shall return to the Lessee the balance of the Rental Charges received by the Company, after deducting the Rental Charges corresponding to the period from the delivery of the Rental Car to the cancellation.

2 The Lessee shall pay the Company for any damages incurred by the Company in the event of cancellation under the preceding paragraph.

### Article 33 (Cancellation before maturity)

The borrower may cancel the rental agreement even during the period of use with the consent of Peach upon payment of the mid-term cancellation fee set forth in the following paragraph. In such case, except as otherwise provided, the Company shall refund to the lessee the balance of the rental fee received, less the rental fee corresponding to the period from the time of delivery until the return of the leased equipment.

(2) The Lessee shall pay to the Company the following mid-term cancellation fee in the event of cancellation as provided in the preceding paragraph.

Cancellation fee = {(rental agreement period) - (rental period to return of the leased equipment)} x 50%.

## Chapter 9 Personal Information

### Article 34 (Purpose of Use of Personal Information)

The purposes for which we obtain and use the personal information of the lessee or driver are as follows

(1) To carry out the matters required as a condition of our business license as a business operator licensed to engage in the car rental business under Article 80, Paragraph 1 of the Road Transportation Law, such as preparing a rental certificate when concluding a rental agreement.

(2) To introduce to the lessee or driver rental cars, used cars, and other products handled by the Company, and to provide information on services related to these products, as well as on various events and campaigns, by sending advertising materials, e-mails, and other methods.

(3) To verify the identity of the applicant or driver when concluding a rental agreement and to screen the applicant or driver to determine whether or not to conclude a rental agreement.

(4) To conduct questionnaire surveys of lessees or drivers for the purpose of planning and developing products and services handled by the Company or considering measures to improve customer satisfaction.

(5) To compile and analyze personal information statistically, and to prepare statistical data processed in a form that does not identify or specify individuals.

2 In the event that personal information of a borrower or driver is acquired for a purpose not specified in each item of Paragraph 1, the purpose of use shall be clearly indicated in advance.

### Article 35 (Consent to Registration and Use of Personal Information)

The lessee agrees that his/her personal information, including name, date of birth, driver's license number, etc., will be registered in the JENREKYOU system for a period not exceeding 7 years, and that such information will be used by the National Car Rental Association, its affiliated regional car rental associations and their member rental car operators for screening purposes at the time of conclusion of the rental agreement, if any of the following items applies (1) The customer agrees that the information will be used by the Company for the purpose of screening the rental agreement.

(1) In the event that the Company is ordered to pay a neglect violation fee in accordance with Article 51-4, Paragraph 1 of the Road Traffic Law.

(2) In the event that the Company has not received full payment of the parking violation-related fees stipulated in Article 18, Paragraph 5

(3) In the event that the driver is deemed to have failed to return the money as stipulated in Article 25, Paragraph 1.

(2) If the driver falls under item (3) of the preceding paragraph, the driver's personal information, including name, date of birth, driver's license number, etc., will be registered in the ZENREKYO system for a period not exceeding 7 years and will be used by the rental car operator in the preceding paragraph for screening when concluding a rental agreement.

### Article 36 (Delayed Payment of Damages)

If the Lessee and the Company fail to perform any monetary obligation under these Conditions of Carriage, the Lessee and the Company shall pay to the other party a late charge at the rate of 14.0% per annum.

### Article 37 (Priority Application of Japanese Language Terms and Conditions, etc.)

If there is any discrepancy between the Japanese version of the Terms and Conditions and the translated version, the Japanese version shall prevail.

### Article 38 (Details)

MISUMI may establish separate detailed regulations for these General Terms and Conditions, which shall have the same force and effect as these General Terms and Conditions.

### Article 39 (Provision of Information on Important Matters)

(2) The Company shall endeavor to provide the lessee with information in clear and plain language prior to the rental of the leased vehicle regarding important matters in these Conditions of Carriage, such as the details of the lessee's liability for damages and business compensation, the details and conditions of the Company's insurance or compensation system, and measures to be taken by the lessee in case of breakdown, accident, theft, illegal parking, or delay in returning the leased vehicle to the lessee. 2. The Lessee shall endeavor to provide information in clear and plain language prior to the rental delivery.

2 The Lessee shall endeavor to understand the contents of the General Terms and Conditions, etc.

### Article 40 (Posting of Terms and Conditions, etc.)

(1) Posting the General Terms and Conditions of Carriage, etc. to the lessee by any of the following methods

(1) Posting the Conditions of Carriage, etc. in a conspicuous manner for the public to see (including displaying them on electronic devices such as displays, etc.) at the Company's business premises

(2) Posting on a website, etc. in a manner that is easily viewable by the public

(3) In writing (including electromagnetic methods such as e-mail) (4) Presentation in writing (including e-mail and other electromagnetic methods)

In addition, the Company shall provide the lessee with an outline of the General Terms and Conditions, etc. by means of pamphlets, rate schedules, etc. published by the Company. The same shall apply in the event of any modification thereof.

### Article 41 (Governing Law)

The contract under these General Terms and Conditions, the loan and all acts incidental thereto shall be governed by and construed in accordance with the laws of Japan.

### Article 42 (Agreed Jurisdiction)

If any dispute arises regarding the rights and obligations under these Terms and Conditions, the summary court with jurisdiction over the location of our head office, branch, or business office shall be the court of jurisdiction, regardless of the amount of the suit.