

# Car rental Agreement

## Chapter 1 General Provisions

### Article 1 (Application of Clause)

1. In accordance with the provisions of this agreement, the Company shall lend the rented car (hereinafter referred to as "rental car") to the borrower and the borrower shall be able to borrow. Matters that are not stipulated in this agreement shall be in accordance with the law of Article 36, laws or ordinary practices.
2. We may respond to special provisions to the extent that it does not contravene the purpose, regulations, administrative orders and general customs of this agreement and bylaws. In case of special agreement, the special contract shall take precedence over the contract.

## Chapter 2 Booking

### Article 2 (Application for Reservation)

1. In borrowing rent-a-car, the borrower agrees to the terms of service and the schedule separately prescribed and separately prescribes the vehicle class, the borrowing start date and time, the borrowing place, the borrowing period, the returning place, the driver, the child seat etc. It is possible to apply for reservation with the need for goods and other borrowing conditions (hereinafter referred to as "borrowing conditions") clearly stated.
2. As a general rule, we respond to reservations within the range of rent-a-car owned by our company when there is a reservation application from the borrower. In this case, the Renter shall pay the reservation application fee specified separately, unless we specifically acknowledge it.

### Article 3 (Change in Reservation)

When intending to change the terms of borrowing under paragraph 1 of the preceding article, the Renter shall receive approval from the Company in advance.

### Article 4 (Rescission of reservation etc.)

1. The Renter can cancel the reservation by the method specified separately.
2. If the borrower does not undertake procedures to conclude a rental car lending contract (referred to as "rental contract") even after an hour's elapse of the reserved borrowing start time due to circumstances of the borrower, The reservation shall be canceled.

3. In the case of the preceding two paragraphs, the Renter shall pay the cancellation fee to the Company in accordance with another provision, and when there is payment of this reservation cancellation fee, the Company shall notify the Renter and it shall be refunded.

4. According to the circumstances of our company, when reservation is canceled, or when the contract of negotiations is not concluded, we will refund the reservation deposit already received and pay penalty according to another decision.

5. Reservation shall be canceled if a lending contract has not been concluded due to accidents, theft, repayment, recall, natural disaster or other reasons not attributable to the borrower or the Company. In this case, we will refund the reservation application fee already received.

#### Article 5 (Alternative Car Hire)

1. When we can not lend a rent-a-car of a car class chosen by the borrower, we can offer to rent a car of a different car class (as "alternative car rental car").

2. When the Renter accepts the offer under the preceding paragraph, we will lend an alternative car rental with the same borrowing conditions as at the time of reservation, except for the car class. In addition, when the rental fee of the substitute car is lower than the rental fee of the reserved car class, it is based on the rental fee of the car class of the substitute rental car.

3. The Renter may refuse to apply for rental of the substitute rental car set forth in paragraph 1 and cancel the reservation.

4. In the case referred to in the preceding paragraph, when the reason of the loan not being made under paragraph 1 is handled as a reason attributable to the Company, it is treated as rescission of the reservation specified in Article 4, paragraph 5, and the Company returns the booked deposit received. In addition, we will pay a penalty fee according to separately specified points.

#### Article 6 (Indemnity)

The Company and the Renter shall not make any claims to each other except that the reservation has been canceled or the contract to negotiate has not been concluded, except for the measures specified in Articles 4 and 5.

#### Article 7 (Agency for Reservation Business)

1. Renter can apply for reservation on behalf of our company with a travel agency dealing with reservation business, a partner company etc (referred to as "agent").

2. The borrower who made the application under the preceding paragraph to the substitute agency shall be entitled to change or cancel the reservation only to that substitute agent.

### Chapter 3 Lending

#### Article 8 (Conclusion of Rental Agreement)

1. The Renter shall clearly state the terms of borrowing prescribed in Article 2, Paragraph 1, and the Company shall conclude a lending agreement by clarifying the terms of the loan based on this agreement, tariff, etc. However, excluding cases where there is no rent-a-car that can be lent or when the borrower or driver falls under any of the items of Article 9 paragraph 1 or 2.

2. In the event of concluding a lending contract, the Renter shall pay the Company the rental fee specified in Article 11, paragraph 1.

3. Based on the basic notice of the regulatory agency (Note 1), the Company entrusts the credit card (rental document) and the rental certificate prescribed in Article 14, paragraph 1 with the driver's name, address, type of driver's license and driving. In order to attach the number of the license (Note 2) or to attach a copy of the driver's license, or to conclude the contract of the lender, the borrower shall be requested from the driver designated by the borrower. In addition to seek a driver's license, we may ask you to submit the copy. In this case, the borrower shall present his / her driver's license or submit a copy when he / she is a driver, and if the borrower and the driver are different, the borrower shall give his / her driver's license or submit a copy.

(Note 1) The basic notice of the regulatory agency is the directive of the Ministry of Land, Infrastructure and Transportation Director-General of the Ministry of Land, Infrastructure, Transport and Tourism "Basic Notice on Car Rental" (Self Travel 138, June 13, 1995) 2. (10) and (11) above.

(Note 2) "Driver's license" means the driver's license in the form prescribed by Article 19 of the Road Traffic Act Construction Regulation Article 19 of the driver's license prescribed in Article 92 of the Road Traffic Act. In addition, the international driver's license or foreign driver's license stipulated in Article 107-2 of the Road Traffic Act shall be in accordance with the driver's license.

4. Upon conclusion of a lending contract, the Company may ask the borrower and driver to present a document that can be verified in addition to a driver's license, and may take a copy of the submitted document.

5. Upon the conclusion of a lending contract, the Company requests notification of mobile

phone number. to contact the borrower and driver during the borrowing period.

6. Upon the conclusion of a credit contract, the Company may ask the Renter to pay by credit card or cash, or specify other payment methods.

#### Article 9 (Refusal to Conclude a Contract for Credit)

1. When a borrower or a driver falls under any of the following items, it can not be concluded as the contract for credit.

(1) When we do not offer a driver's license required for renting car rental to lend or agree not to submit a copy of the driver's driver's license despite our request.

(2) When it is deemed to be drunk.

(3) When it is deemed to have toxic symptoms such as narcotics, stimulants, thinners, etc.

(4) When bringing infants under 6 years of age despite having no child seat.

(5) When it is deemed to be a member of a gangster or organized group concerned of organized crime, or persons concerned or persons belonging to other antisocial organizations.

2. The company will be able to refuse to conclude the lease contract when the borrower or the driver falls under any of the following conditions.

(1) When the designated driver at the reservation phase is different from the driver who agreed to and concluded the lease contract.

(2) When the company discovered a fact that the borrower had committed delinquency in the past payment of rental fees.

(3) When the borrower had committed any act listed in Article 17 during the past lending.

(4) When any of the facts listed in Article 18 paragraph 6 or Article 23 paragraph 1 are found in the past lending (including lending by other rental car carriers).

(5) When there was a fact that the automobile insurance was not applied due to the violation of the insurance agreement in the past lending.

(6) When conducting violent acts or requesting a burden beyond a reasonable range, or using violent acts or words in relation to transactions with the Company, employees of the Company, or other stakeholders.

(7) When disturbing or damaging the Company's reliance and business through rumor, deceptive planning, or any sort of power.

(8) When the condition specified separately is not satisfied.

3. In the case of the preceding two paragraphs, in case where a reservation has already been established with the borrower, the reservation will be dealt as cancellation, and the

payment which have been made beforehand shall be refunded to the borrower.

#### Article 10 (Establishment of Rental Agreement, etc.)

1. The contract for rental contract shall be established when the borrower pays the rental fee to the Company and hands over the rental car to the borrower. This lease contract becomes valid when El Monte received the rental fee and lended the vehicle in exchange.
2. The delivery set forth in the preceding paragraph shall be made at the borrowing place specified in the same paragraph at the date of borrowing start in Article 2, paragraph 1.

#### Article 11 (Rental Charge)

1. The rental fee refers to the total amount of the following fees, and the Company shall specify each amount or calculation basis on the price list.

(1) Basic charge (2) Collision Damage Waiver system subscription money (3) Option charge (4) Fuel fee (5) Other charge

2 The Basic charge refers to the amount in which the Company has reported to the Transport Bureau of the Regional Transportation Bureau (Hyogo Land Transport Manager of the Kobe Transportation Administration Department in Hyogo Prefecture, Head of Okinawa General Administration Office Land Transport Office in Okinawa Prefecture, The same shall apply to Article 14 paragraph 1)

3. When renting the rental fee after making a reservation under Article 2, we shall comply with the fee applied at the time of booking and the fee at the time of lending and will be based on the lower rental fee. When there was a reversion of the rental fee after the reservation was made, the fee will be calculated in both versions, and the cheaper fee will be applied for that payment.

4. Regarding the rental fee, it shall be prescribed in the by-law.

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

1. Upon concluding a lending contract, the Renter shall receive the Company's consent in advance if it intends to change the terms of borrowing under Article 8, paragraph 1.

2. The Company may not approve the change if the obligation on the lending business occurs due to the change of the borrowing conditions under the preceding paragraph.

#### Article 13 (Inspection and Confirmation)

1. The Company shall inspect their vehicles as stipulated in Article 48 of the Road Trucking Vehicle Law [Periodic Inspection & Maintenance] and lend rented cars that have carried out necessary maintenance.

2. The Company shall conduct the inspections specified in Article 47-2 of the Road Trucking Vehicle Law [Daily inspection and maintenance] and implement necessary maintenance.

3. Renter or driver shall recognize and confirm that the rental vehicle is fulfilling the maintenance listed in the preceding 2 paragraphs and the maintenance conducted separately under the list of vehicle body appearance and accessories necessity.

4. The Company will conduct necessary maintenance etc. as soon as we have found maintenance defects in car rental by confirmation in the preceding paragraph.

#### Article 14 (Delivery of Rental Certificate, Mobile, etc.)

1. When The Company hand over a rental car, we will deliver to the borrower or driver a prescribed letter of credit stating the matters determined by the Director of Transport Bureau of the Regional Bureau of Transportation.

2. During the use of a rental car, the borrower or driver shall carry a rental certificate issued pursuant to the preceding paragraph.

3. When the borrower or driver loses the rental certificate, he / she shall immediately notify that fact to the Company.

4. At the same time, the borrower or the driver shall return the rental letter to the Company when returning the rental car.

#### Chapter 4 (Use)

##### Article 15 (Management Responsibility)

The borrower or driver shall keep the car rental and keep it with a careful duty of a good administrator until receiving the rental car delivery and returning it to the Company (hereinafter referred to as "in use") I will.

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

Before using the rental car every day, the borrower or driver shall inspect as specified in Article 47-2 of the Road Trucking Vehicle Act [daily inspection and maintenance] and carry out necessary maintenance I will.

##### Article 17 (Prohibited Act)

The Renter or the driver shall not do the following acts during any use.

(1) To use rent-a-cars for the automobile transport business or similar purposes without the consent of our company and without permission. based on the Road Transport Law.

- (2) To have a car rental other than the intended use, or to be driven by a person other than the driver listed on the rental certificate under Article 8, paragraph 3 and the person who received our consent.
- (3) Doing any act that infringes our rights, such as subletting a rental car or offering it for other collateral.
- (4) To change the current situation such as counterfeiting or alteration of car registration number or vehicle number mark of rental car, remodeling rental car or refurbishing.
- (5) To use rent-a-car for various tests or competitions, or to use other vehicles for towing or boosting without receiving our consent.
- (6) To use a rental car in violation of laws or public order and morals.
- (7) To participate in damage insurance for rent-a-car without receiving our consent.
- (8) To bring rental car out of Japan.
- (9) Damage to the electric vehicle or charger due to inappropriate handling of the electric vehicle or charger.
- (10) Other acts that violate the terms of borrowing under Article 8, paragraph 1.

#### Article 18 (Treatment in case of Illegal Parking)

1. When a borrower or a driver makes illegal parking pursuant to the Road Traffic Law with respect to rental cars during use, the borrower or driver will appear at the police station jurisdiction over the illegally parked area himself. The payment shall be paid, and various expenses such as rector movement accompanying illegal parking, storage and withdrawal shall occur.
2. When we receive contact from the police for abandoned parking of the rental car, we contact the borrower or the driver, promptly move or pick up the rental car, and before rental period's expiration or our company's instructions, we instruct you to appear at the police station to handle the violation, and the borrower or the driver shall follow it. In addition, we may pick up your rental car from the police by yourself, depending on the judgment of our company.
3. After giving the instructions set forth in the preceding paragraph, we will confirm the status of the violation processing by the traffic foul announcement or payment form, receipt etc, and if the procedure is not completed we shall instruct the borrower or driver set forth in the preceding paragraph. In addition, our company requests the borrower or driver to appear at the police station and admit the fact that he / she has violated the abandoned parking, etc, and to sign the document prescribed by our company (hereinafter referred to as "Authorization Form") to the effect that he / she approves to comply with the legal measures as a violator ), And the borrower or driver shall follow it.

4. If our company deems it necessary, our company shall submit documents containing personal information such as a self-approval letter and a rental certificate to the police, etc. for the purpose of pursuing responsibility for the unauthorized parking violation against the borrower or driver. In addition to doing necessary cooperation, it is necessary to submit documents such as defense letter, self-approval letter and rental certificate prescribed in Article 51-4, Section 6 of the Road Traffic Law to the Public Safety Commission. Legal action shall be taken and the borrower or driver shall agree with this.

5. If the Company receives an order for payment of non-permanence violation pursuant to Article 51-4, Paragraph 1 of the Road Traffic Act and pays a negligent violation, or the cost required for the search of the borrower or driver, or the movement, storage, and takeover of the vehicle Etc., we shall claim the following amount of money (hereinafter referred to as "parking violation related expenses") to the borrower or driver. In this case, the borrower or the driver shall pay the parking violation related expenses by the deadline designated by the Company.

(1) Equivalent strike money equivalent amount

(2) Parking penalty charge separately determined by the Company

(3) Expenses required for exploration and expenses required for movement, storage, collection, etc. of vehicles

6. In the case where the borrower or driver refused to respond to the Company's request to follow the instructions to handle the violation under paragraph 2, sign a certificate under paragraph 3, both necessary to pay the penalty pertaining to illegal parking pursuant to the provisions of paragraph 1 or pursuant to the provision of paragraph 3, the Company shall assess separate charges (hereinafter referred to as "parking strike money" in the next paragraph) to compensate the parking counterfeit money and parking violation penalty amount prescribed in paragraph 5, to the borrower or driver.

7. When the borrower or driver pays the amount requested by the Company pursuant to paragraph 5 to the Company, the borrower or driver will pay later the penalty pertaining to the parking violation, or the prosecution will be submitted. If the order of payment for negligence of penalty for cancellation is canceled and the Company receives a refund for negligence, the Company shall pay only the amount equivalent to the amount of non-permanent parking expenses, which has already been paid to the borrower or it shall be returned to the driver. The same shall apply in cases where we have accepted parking strike money in accordance with paragraph 6.

Chapter 5 Return

#### Article 19 (Responsibility for Return)

1. The Renter or the driver shall return the rental car to the Company at a predetermined return location by the time the borrowing period expires.
2. When the borrower or driver violates the provisions of the preceding paragraph, we shall indemnify for any damages given to our company.
3. Renter or driver shall not be liable for damages arising in our company if we can not return the rental car within the borrowing period due to natural calamity or other force majeure. In this case, the borrower or driver immediately needs to contact us and obeys follow our instructions.

#### Article 20 (Confirmation at the time of Return)

1. Renter or driver shall refund fuel such as gasoline and refund rental car and equipment under the presence of our company. In this case, except for areas worn by normal use, we shall return in the state at the time of delivery. If fuel such as gasoline is not supplemented, the borrower or driver shall immediately pay the Company the amount calculated from the conversion table prescribed by the Company according to the mileage being used.
2. Upon returning the rental car, the borrower or the driver shall confirm that there is no borrower, driver, or passenger's leftover item in the rental car. We shall not be held responsible for storage.

#### Article 21 (Rental Fee at Renewable Period Change)

When a borrower or a driver changes the borrowing period pursuant to Article 12, paragraph 1, he / she shall pay the rental fee corresponding to the changed borrowing period.

#### Article 22 (Place of Return)

1. When a Renter or a driver changes the prescribed returning location pursuant to Article 12, Paragraph 1, he / she shall bear the cost of the necessary transfer due to the change of the returning place.
2. When a Renter or a driver returns a rental car to a place other than the predetermined return location without obtaining the consent of the Company pursuant to Article 12, paragraph 1, we shall pay the refund for place change penalty fee specified separately.

#### Article 23 (Measures to be taken in case of Non-Refund)

1. If the Renter or the driver does not return the rental car to the predetermined return location, despite the expiration of the borrowing period and does not respond to our return request or if the location of the borrower is unknown. When it is deemed to be non-refundable for reasons such as taking legal measures such as conducting a criminal prosecution.
2. When it comes to falling under the preceding paragraph, we will conduct an interview survey to the persons concerned such as the borrower or the family members, relatives, workplaces of the driver, operation of the vehicle position information system, etc. In order to confirm the location of the rental car, we shall take necessary measures.
3. In the event that it falls under paragraph 1, the borrower or driver shall be responsible for compensating damages given to the Company pursuant to the provisions of Article 28, and for collecting car rental and searching for borrowers or drivers, we will ensure the cost following.

#### Chapter 6 Measures for Malfunctions, Accidents, Theft

##### Article 24 (Measures to be taken at the time of Failure Detection)

When the borrower or the driver finds an abnormality or breakdown of the rental car during use, immediately stop driving, contacts the Company, and follow our instructions.

##### Article 25 (Measures to be taken in case of Accident)

1. When an accident pertaining to a rental car occurs during use, the borrower or the driver shall immediately stop driving, take measures in accordance with laws regardless of the size of the accident, and take measures to be specified below.
  - (1) Immediately report the accident situation etc. to us and follow our instructions.
  - (2) When repairing a rental car based on the instructions of the preceding issue, do so at the factory designated by us or our company, unless we accept it.
  - (3) To cooperate with the investigation by our company and the insurance company contracted with our company concerning the accident and to submit the necessary documents etc. without delay.
  - (4) When establishing an agreement with the adversary party concerning the accident, obtain our approval in advance.
2. In addition to taking the measures set forth in the preceding paragraph, the borrower or the driver shall handle and resolve the accident at its own risk.
3. Our Company will give advice on the handling of accidents for the borrower or driver and shall cooperate in solving the accident.

#### Article 26 (Measures to be taken at the occurrence of Theft)

1. If the rented car is stolen or suffer other damage during use, the borrower or the driver shall take the following measures.

- (1) Inform the nearest police immediately.
- (2) Immediately report the damage situation to us and follow our instructions.
- (3) To cooperate with the investigation of our company and the insurance company contracted with our company concerning theft and other damage, and to submit the requested documents etc. without delay.

#### Article 27 (Termination of Lease Contract due to Unusability)

1. If the rental car becomes unusable due to malfunction, accident, theft, or any other reason (hereinafter referred to as "malfunction,etc.") during use, the rental contract shall be terminated.

2. In the case referred to in the preceding paragraph, the borrower or driver shall bear the expenses required for picking up and repairing rental cars, and our company our company shall will not refund the received rental fee. However, this shall not apply to cases where malfunction,etc is caused by reasons specified in paragraph 3 or paragraph 5.

3. I f the malfunction,etc is caused due to a defect existing before the lending, it is assumed that a new lending contract has been concluded and the borrower shall be able to receive alternative car rental from our company. As for conditions for providing alternative car hire, Article 5 paragraph 2 shall apply mutatis mutandis.

4. If the Renter does not receive the substitute rental car provided in the preceding paragraph, the Company shall return the full amount of the received rental fee. The same shall apply when we can not provide alternative car rental.

5. If a breakdown due to a reason not attributable to either the borrower, the driver or the company, the Company will respond to the period from the borrowed rental fee to the end of the borrowing contract from the received rental fee. We will refund the balance after deducting the rental fee to the borrower.

6. With the exception of the measures provided for in this section, the Renter and the driver shall not be able to make any claims other than those stipulated in this section for damages caused by failure to use the rental car.

#### Chapter 7 Compensation And Compensation

#### Article 28 (Compensation and Business Compensation)

1. When a borrower or a driver gives damage to a third party or the Company while using a rented car, he / she shall indemnify the damage except for reasons attributable to our company.
2. Among the damages of the Company referred to in the preceding paragraph, for damages caused by accidents, thefts, failures due to reasons attributable to the borrower or driver's responsibility, damage due to fouling / odor of car rental due to inability to use the rental car, To compensate for damages or to compensate for the business. The borrower or the driver shall pay the compensation.

#### Article 29 (Insurance and Compensation)

1. When the borrower or driver assumes the liability under paragraph 1 of the preceding article, the insurance policy or compensation under the following limit shall be settled by the insurance policy or damage compensation mutual agreement concluded by the Company for the rental car or the compensation system determined by the Company Money will be paid.

(1) Interpersonal compensation

Unlimited per person (including mandatory vehicle liability insurance)

(2) Objective compensation

Unlimited per 1 accident (deductible amount of 10,000 yen)

(3) Compensation for personal injury

Up to 30 million yen per person

2. Insurance payment or compensation as stipulated in paragraph 1 will not be paid if it falls under the insurance policy or the indemnity reason of the compensation system.
3. Losses for which insurance benefits or compensation will not be paid and damages exceeding the insurance amount or compensation for compensation will be paid under the provisions of paragraph 1 by the borrower or driver.
4. When the Company pays the damages to the borrower or driver, the borrower or driver shall immediately pay the Company.
5. The premium equivalent of the damage insurance contract prescribed in paragraph 1 or the equivalent amount of mutual aid payment, under mutual aid liability mutual aid, shall be included in the lease fee.

#### Chapter 8 Cancellation of Rental Agreement

#### Article 30 (Cancellation of Rental Agreement)

When the borrower or driver is in violation of this agreement during the use, or when it comes to falling under any of the items of Article 9, paragraph 1, we will not require any notification or demand. You can cancel the rental contract and request rental car to be returned immediately.

In this case, we will not refund the received rental fee to the borrower.

#### Article 31 (Termination of Agreement)

1. Even if it is in use, the Renter may cancel the Loan Agreement after paying the cancellation fee specified in the next paragraph with the consent of the Company. In this case, we will refund from the borrower and the balance after deducting the rental fee corresponding to the period from lending to return.

2. When canceling the preceding paragraph, the Renter shall pay the Company the following cancellation fee.

Cancellation fee = (basic charge corresponding to the contract term) - (basic charge corresponding to the period from lending to return) × 50%

#### Chapter 9 Personal Information

##### Article 32 (Purpose of use of personal information)

1. The purpose of acquiring and using personal information of the borrower or driver is as followed.

(1) As a business operator licensed for rental car business pursuant to Article 80, paragraph 1 of the Road Transport Law, implement matters mandated as a condition for business permission, such as preparing a rental card at the time of concluding a lending contract to do.

(2) For rental cars, used cars, other products handled by the Company, providing services related to the future, holding various events, campaigns, sending advertisement advertisements, e-mail.

(3) In order to confirm the identity and the conclusion of a negotiating contract on the borrowed applicant or driver upon concluding the contract for lending.

(4) In order to conduct a questionnaire survey to the borrower or driver for the purpose of planning and developing products and services handled by the Company or examining measures to improve customer satisfaction.

(5) In order to statistically compile and analyze personal information and to create statistical data processed into a form that can not distinguish and identify individuals.

2. In the case of acquiring personal information of a borrower or driver for purposes not

stipulated in each item of paragraph 1, the purpose of use shall be clearly stated beforehand.

## Chapter 10 Miscellaneous Provisions

### Article 33 (Setoff)

When there is a monetary obligation to a borrower or driver under this agreement, we can cancel the debtor or driver's monetary obligation to the Company at any time.

### Article 34 (Consumption tax)

The borrower or driver shall pay the Company the consumption tax (including local consumption tax) imposed on the transaction under this contract.

### Article 35 (Delayed damages)

If the Renter, Driver or the Company neglects to fulfill the obligation under this Condition, it shall pay a delayed amount of damage at a rate of 14.5% per annum to the other party.

### Article 36 (Prior application of Japanese sentences)

If there is a discrepancy between the text of the Japanese sentence or the term of the English-language agreement, the Japanese-language agreement will be formalized and this will be applied.

### Article 37 (By-law)

1. The Company shall be able to specify by-laws of this agreement separately, and its detailed rules shall have the same effect as this agreement.
2. When we specify additional details, we will post it at each of our sales outlets and describe it in brochures and price lists issued by our company. The same shall apply when we change this.

### Article 38 (Court of competent jurisdiction)

Where conflicts arise concerning the rights and obligations under this agreement, regardless of the appeal fee, the court having jurisdiction over the location of the head office, branch office or business office of the Company shall be the competent court.