

## **Terms of Agreement for TCV Buyers**

These terms of use for the TCV Website (these “Terms of Agreement”) set forth the necessary terms and conditions for Buyer ( defined in Article 2) that enters into an agreement (this “Agreement”) with TCV Corporation (“TCV”) with respect to its use of TCV Service (defined in Article 2) provided by TCV.

### **Article 1 Application for Use of TCV Service and Formation of Agreement**

This Terms of Agreement between TCV and Buyer for use of TCV Service (defined in Article 2) is formed, under the terms and conditions set forth herein.

### **Article 2 Definitions**

Terms used in these Terms of Agreement are defined as follows.

- (1) “TCV Website” means, the website ( <http://www.tc-v.com>) operated and managed by TCV.
- (2) “TCV Service” means, collectively, the used car listing service on TCV Website for the purpose of matching the User who wishes to purchase a used car and the Dealer who wishes to sell a used car and other optional service for safe transactions between the Buyer and the Seller.
- (3) “Dealer” means, a company who made agreement with TCV about listing and selling used cars through TCV Service.
- (4) “User” means, all users of TCV Service for the purpose of viewing and purchasing listed used cars with accepting the Terms of Use for Member’s ID.
- (5) “User Information” means, information provided by a User through the Service.
- (6) “Offer” means the first inquiry which User makes through TCV Service about used car information listed on TCV Website.
- (7) “PI” (Proforma Invoice) means, written estimate with the form prescribed by TCV issued on TCV Website by the Dealer to the User who made offers (including PI automatically issued based on information pre-registered by the Dealer).
- (8) “Invoice” means, a bill in the designated form by TCV issued on TCV Website by the

Dealer mentioning international trade terms and other necessary information and terms for the transaction as agreed between the Dealer and the User against issued PI.

- (9) "VSA" (Vehicle Sales Agreement ) means, the sales contract for the used car in designated form by TCV, entered into between the Dealer and the User with general sales conditions once Invoice is issued by the Dealer.
- (10) "Buyer" means, User who received the Invoice from the Dealer and concluded VSA according to the terms written in Invoice.
- (11) "Buyer Information" means, necessary information for trading provided by a Buyer through TCV Service for the Dealer to issue an Invoice.
- (12) "Seller" means, the Dealer who issued Invoice to the Buyer and concluded VSA with the terms written in Invoice.
- (13) "CIC" (Car Info Check) means, collectively, the car information check service managed and operated by TCV for confirming presence or absence of any discrepancies of the information between actual intended vehicle delivered to the Bonded Area and the information listed by the Seller on TCV website.
- (14) "Receiving Agent Service" means the payment services that TCV receives payment made by Buyer against Invoice on behalf of Seller.
- (15) "Invoice Amount" is total amount mentioned on Invoice, including but not limited to vehicle price, custom clearance fee, transportation/logistic fee including domestic transportation, inspection fee, insurance fee and CIC Service Fee as the Buyer should pay to the Seller and/or TCV pursuant to the terms and conditions.
- (16) "Transferred Amount" is the amount which TCV received as the payment for Vehicle Price on behalf of Seller and/or the payment of CIC Service Fee to TCV.
- (17) "Vehicle Price" is the amount TCV received from Buyer on behalf of Seller and TCV shall pay to Seller on behalf of Buyer, including but not limited to the used car price and freight costs, out of Transferred Amount.
- (18) "B/L" is shipping documents including original document of Bill of Landing or Sea waybill with specified date

### **Article 3 Amendments to these Terms of Agreement**

TCV may amend these Terms of Agreement upon prior written notice or a notice on the websites it manages and operates, in which case the fees and other conditions of use of TCV Service after the effective date of such amendment will be subject to the amended Terms of Agreement.

### **Article 4 TCV Service**

1. User may log-in to TCV by own Member's ID and uses TCV system for the purpose of choosing an used car, sending offer to the Dealer and negotiating trade terms and prices through MyTCV.

2. The User shall request the Dealer to issue PI and will receive PI when both parties agree the terms and conditions.

3. When the User shall inform the Dealer of necessary information after receiving PI with mentioning the basic terms as agreed by both parties and the User clicks "Order Item" button on TCV Website, Invoice shall be issued with the necessary information through the TCV's system and VSA shall be entered into between the User and the Dealer. When VSA is concluded, the User becomes the Buyer and the Dealer becomes the Seller.

4. The Buyer is responsible for checking whether the used car satisfies requirements for importing legally the used car to the final destination pursuant to the laws and regulations BEFORE entering into VSA with Seller. In case any permissions for the import are required at the final destination, the Buyer is responsible for obtaining it and any other requirements for the import legally at its own costs. The Buyer agrees that when the transaction against Invoice is canceled with the reason attributable to the Buyer, including failure to meet requirements for importing legally or failure to pass the import regulations at the final destination, Cancellation Fee will be charged on the Buyer pursuant to the Article 7.3.

5. The Buyer should pay Invoice Amount by the due date to the bank account as following Invoice. In case TCV does not confirm a payment against Invoice Amount from Buyer by the due date (including the declined case by TCV pursuant to Article 6.1), the transaction shall be deemed as cancelled. In this case, the Buyer does not have any right to claim against both of TCV and the Seller if the used car is sold out for another Buyer.

6. When completing the remittance, the Buyer shall send a completion notification with a

copy of the telegraphic transfer to both of Seller and TCV, through MyTCV .

7. In accordance with the completion notification from the Buyer in the preceding paragraph, TCV shall confirm and receive Transferred Amount with the designated bank on Invoice and once it's confirmed pursuant to Article 6, TCV shall send a notification to the Buyer. The Buyer agrees that TCV may contact the Buyer regarding transferred payment in case of any issues occurred and may suspend TCV Service and/or Receiving Agent Service until resolving issues.

8. TCV shall send a notification about Transferred Amount to Seller on MyTCV (defined as Article 13) so that Seller starts to prepare a shipment. After receiving the notification, the Seller shall proceed the shipment and send a shipment notification to the Buyer.

9. User agrees that TCV monitors User's transactions. TCV may suspend TCV Service and/or Receiving Agent Service for the User in case TCV finds any obstruction or interference with normal operation on TCV Website caused by Buyer, such as issuing an Invoice without having intention on purchasing or no payment after issuing an Invoice. Even if TCV suspends any services for the Buyer, VSA entered into between the Buyer and the Seller shall be still effective and the Buyer agrees that TCV is not responsible for any issues between the Buyer and the Seller, including but not limited to issues arising from negligence of TCV's duty.

#### **Article 5 Receiving Agent Service**

1. Receiving Agent Service is available for Buyer only when Invoice is issued and VSA is executed between the Buyer and the Seller through TCV Service. Buyer must make a payment through Receiving Agent Service when purchasing a used car through TCV Services.
2. Buyer cannot use Receiving Agent Service other than the purpose of purchasing a used car through TCV Service.
3. TCV is authorized to set forth limitations and/or restriction related to usage of Receiving Agent Service, including but not limited to a limited amount, and Buyer agrees to use Receiving Agent Service within such limitations and/or with restrictions.
4. Buyer shall transfer just Invoice Amount, without excess or deficiency, to designated bank account, though the bank charges shall be borne by Buyer.

## **Article 6 Remittance of Invoice Amount**

1. TCV confirms Transferred Amount from Buyer to designated bank account on Invoice when following all conditions are satisfied. If any below condition is unsatisfied, TCV may decline to receive Transferred Amount. Provided however, TCV may confirm Transferred Amount without satisfying following some conditions at its own discretion.
  - (1) Invoice Amount is transferred to the designated bank account by the due date on Invoice without excess or deficiency
  - (2) Specified number of Invoice is described on bank documents
  - (3) Name notified on TCV Website as the sender by Buyer, is the same as the sender of actual transaction.
2. In accordance with the preceding paragraph, TCV receives Transferred Amount on behalf of Seller and/or for TCV itself, deemed as payment for Invoice Amount.
3. In case Transferred Amount is not exceeding fifty (50) US Dollars or five-thousands (5,000) Japanese Yen against Invoice Amount, Buyer agrees to waive a right of excess refunds and that TCV receive the excess when TCV confirms Transferred Amount.
4. In case transferred amount is exceeding more than fifty (50) US Dollars or five-thousands (5,000) Japanese Yen against Invoice Amount, TCV shall refund the excess to Buyer. Provided however, in this case, the Buyer agrees to bear any other costs including the bank charges.
5. Based on Seller's instructions, TCV may convert Transferred Amount into Japanese Yen in accordance with the exchange rate (TTB) announced by the designated financial institution. Buyer agrees that any amount less than one (1) Japanese Yen will be rounded down.
6. When TCV confirms there is no discrepancies in the address, the consignee and chassis number of the used car between Invoice and B/L after Seller submitting B/L by specified way to TCV, Seller shall send a request for paying Vehicle Price to TCV (hereinafter referred to as "Payment Request"). When TCV receives Payment Request from Seller and Seller sends a shipment notification to Buyer, TCV proceeds to pay Vehicle Price to the bank account designated by Seller.

## **Article 7 Refund**

1. If TCV confirms any of the following events occurs and if the Buyer has made a request to TCV for a refund, TCV may refund the Transferred Amount (in case CIC has been done, refund amount shall be the amount after deducting CIC Service Fee from Transferred Amount), in a currency pursuant to Article 6.6., on behalf of Seller without delay to the refund bank account designated by Buyer. Regardless of prior explanation or indication by TCV, Buyer shall acknowledge that the actual amount to

be received by the Buyer may be different from the amount Buyer initially transferred due to exchange loss and bank charges. TCV shall not be liable for the difference and any loss.

- (1) Seller does not make a Payment Request with B/L to TCV by the methods designated by TCV within specified periods, even after receiving notification of the receipt of Purchase Price from TCV.
  - (2) Unless otherwise agreed between the Seller and Buyer, B/L is not issued within 90 days after VSA was concluded between the Seller and the Buyer.
  - (3) In case there is any discrepancy in the addressee details and/or vehicle chassis number between Invoice and B/L, such discrepancy is not resolved within specified period.
  - (4) Buyer chooses not to continue such transaction because; (i) there is discrepancies between listed information on TCV Website and actual used car as the result of CIC (ii) Seller did not provide necessary information for CIC or (iii) a used car is exported before the Buyer confirming the result of CIC (including the case that CIC is not conducted) for the reason attributable to Seller.
  - (5) Seller breaches any provision hereof relating to use of the TCV Service.
  - (6) Seller makes request for cancellation of Receiving Agent Service by using the method designated by TCV and TCV accepts such request.
  - (7) Seller files a petition for commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, special liquidation, or any other similar regal bankruptcy proceedings.
  - (8) In the event that Seller is subject to suspension of payment or insolvency, or in the event that a draft or check drawn or endorsed by Seller has been dishonored even once.
  - (9) If a third party commences any procedures against Seller for seizure, provisional seizure, other compulsory execution, auction for exercise of a security interest, disposition for tax delinquency, or others equivalents to these.
  - (10) Seller conducts any act materially undermining trust to TCV
  - (11) Any other significant reasons equivalent to those listed in the preceding items making it difficult to continue transactions under this Terms of Agreement or any other agreements.
  - (12) Any other events which TCV finds that a refund is necessary for the protection of Buyer
2. TCV is not authorized to cancel VSA and to refund to Buyer without Seller's consent unless otherwise refund is proceeding in accordance with each item of Article 7.1.
  3. In case the refund reason is attributable to Buyer (even if refund is in accordance with each item of Article 7.1.), Buyer shall pay the processing fee for the refund and the extra costs due to the refund (hereinafter "Cancellation Fee") as below. TCV

may determine who should pay for Cancellation Fee based on the correspondence between Buyer and Seller and other aspects.

Currency Remittance by Buyer	Currency of Invoice	Currency after acceptance by TCV	Pre-ship Inspection	Cancellation Fee	
Remittance in USD	USD	JPY	Before	USD 250 to be converted into JPY and exchange loss between JPY and USD against Transferred Amount.	
			After	USD 450 to be converted into JPY and exchange loss between JPY and USD against Transferred Amount.	
		USD	Before	USD250	
			After	USD450	
	JPY	JPY	Before	JPY25,000	
			After	JPY45,000	
Remittance in JPY	USD	JPY	Before	USD 250 to be converted into JPY and exchange loss between JPY and USD against Transferred Amount.	
			After	USD 450 to be converted into JPY and exchange loss between JPY and USD against Transferred Amount.	
		JPY	Before	JPY25,000	
			After	JPY45,000	
	Local Payment Service	USD or Local Currency	JPY	Before	USD 250 to be converted into JPY and exchange loss between JPY and USD against Transferred Amount.
				After	USD 450 to be converted into JPY and exchange loss between JPY and USD against Transferred Amount.
USD			Before	USD250	
			After	USD450	

4. TCV shall refund the amount after deducting Cancellation Fee (if the preceding paragraph is applicable) and CIC Service Fee (if CIC has been done).
5. Buyer agrees to bear the bank charges for refund.
6. Buyer shall definitively lose the right to receive the refund of transferred amount from TCV no matter what the reason, including Article 7.1, in any of the following case:
  - (1) Pursuant to Article 6.6., TCV paid Vehicle Price to Seller.
  - (2) Buyer does not make a refund request within two years from the day following the date on which the any of the events for the refund ; or
  - (3) Buyer does not receive the refund by its designated bank account within two years from the day following the date on which any of events for the refund set out in this Article, though TCV has completed the refund process.

## **Article 8 Special Provisions for Payment and Refund**

1. If Buyer selects the transaction involving overland transportation within Japan, and TCV agrees to such selection, the following special provisions shall apply to such transaction. In this case, only overseas remittance is accepted.
  - (1) Conditions of the Payment Request set forth in Article 6.6 shall be replaced as follows:

TCV confirms that Seller submitted the receipt as completing transferred vehicle and (i) With domestic registration to complete of changing registered owner, a copy of vehicle inspection certificate to TCV or (ii) Without the domestic registration to complete deregistration, the temporary deletion certificate or transfer certificate.
  - (2) Conditions of Refund set forth in from item 1 to 3 in Article 7.1., shall be replaced as follows:
    - ① Within a specified period after notification about the receipt of transferred amount from TCV, Seller does not make a Payment Request to TCV with attaching (i) a copy of the vehicle inspection certificate after amending the registered owner or (ii) a copy of deregistration certificate and the receipt as completing transfer certificate.
    - ② (i) date of changing registered owner or (ii) deregistration date is more than 90 days from the concluded date of VSA between Seller and Buyer.
    - ③ In case there is a discrepancy in (i) the addressee and the registered owner between Invoice and the vehicle inspection certificate after amending registered owner or (ii) the consignee and registered owner between Invoice and deregistration certificate, or (iii) the vehicle chassis number is different between the Invoice and the related document in (i) or (ii), such discrepancy is not resolved within specified periods.
2. If a Buyer selects to use a Local Payment Service, the remittance from Buyer to TCV Subsidiary shall be deemed as the remittance from Buyer to TCV with Receiving Agent Service. Such remittance shall be subject to the provisions of this Terms of Agreement.

## **Article 9 Special Provision for CIC**

1. In case User agrees this provision and applies to CIC when Invoice is issued, this provision shall be applicable to the Buyer.
2. Buyer shall pay Fifty (50) US Dollars to TCV as CIC Service Fee and CIC Service Fee will be added on Invoice.
3. When Seller updated information about bonded area where the used car is delivered, CIC shall begin and when the result of CIC is announced on MyTCV, CIC shall be deemed as complete. CIC would be completed basically within five (5) working days after the car is delivered to the Bonded Area.
3. Neither does the Seller nor the Buyer enable to change Invoice after CIC begins.
4. Once CIC is completed, Buyer may confirm whether there is any discrepancy between confirmed information by CIC and listed Car Information on TCV Website as the result of CIC provided by Cooperative Company.
5. If there is no discrepancy in accordance with the preceding paragraph, general



shipping process shall be proceeded. There is no right for the Buyer to cancel the transaction.

6. In case there is a discrepancy as the result of CIC, the Buyer has the right to decide whether to continue with the transaction or not within seven (7) days after the result of CIC provided on MyTCV. Upon requests by Buyer, TCV may proceed to refund Transferred Amount after deducting CIC usage fee pursuant to the Terms of Agreement for TCV Buyer deemed as canceled transaction.
7. In case the Buyer fails to notify whether to continue with the transactions or not within seven (7) days based on the preceding paragraph, the Buyer shall be deemed as accepting to continue the transactions as it is and general shipping process shall be proceeded.
8. The evaluation criteria for CIC is provided on TCV Website. If the evaluation criteria is amended, those amendments will be updated on TCV Website and Buyer shall be deemed to agree the applicable evaluation criteria when applying for CIC .
9. Car Information which was no included in listed Car Information on TCV Website, but is newly added by CIC will not be considered as a discrepancy.
10. After the result was announced, CIC Service Fee shall not be refunded with any reasons.
11. In case Buyer agrees to continue the transactions without CIC, CIC Service Fee shall not be refunded. It also means Buyer agrees that TCV is authorized to refuse refunding only CIC Service Fee even if the Buyer cancels only CIC after the payment regardless of whether the shipment is done or not.
12. This Article cannot be applicable to any buyer who made VSA with TCV or TCV Representative as the buyer cannot apply to CIC. Even if the Buyer applied and paid CIC Service Fee, TCV is no liable for conducting CIC and also no liable for refunding CIC Service Fee in accordance with Article 6.3. whether CIC has been conducted or not.

#### **Article 10 Receiving Agent Service Disclaimer**

1. TCV is no liable for damage incurred by Buyer due to TCV rejecting to receive Transferred Amount pursuant to Article 6.1. or due to transaction restrictions by Bank or any other party. Buyer agrees and acknowledges that TCV may require personal information of the Buyer to determine applicability of restrictions on transactions as requested by the third party.
2. Buyer agrees to bear the currency exchange risk as TCV is no liable and to have no right to instruct TCV regarding the method or timing of converting transferred amount into Japanese Yen.

#### **Article 11 Vehicle Transaction Disclaimer**

1. Buyer Shall agree that a VSA is executed exclusively between Seller and Buyer and that such an agreement shall be performed at the risk of the parties. Buyer shall agree that, unless otherwise agreed by written, TCV will not act as an agent or an

intermediary of either Seller or Buyer. Unless otherwise agreed in this Terms of Agreement, TCV is in no way liable to the Buyer for the conduct of Seller.

2. Any problems relating to the VSA, such as non-delivery of the product, non-delivery of the original documents necessary for Buyer to lawfully receive and use the object car, delivery of the wrong car, defects, defacement, disfigurement, damage, mistake, fraud, impersonation, attachment by the Buyer's creditors, bankruptcy of Buyer, cancellation, or an accident occurring during product delivery, shall be resolved between Buyer and Seller at its own responsibility and cost, and TCV shall be in no way liable.
3. Buyer shall carry out all negotiations with Seller relating to the VSA between Buyer and Seller regarding matters of the Purchase Price and its payment due date, and TCV shall not be required to explain any details of Invoice. However, TCV shall not be precluded from making enquiries to Buyer regarding matters of performance against the VSA, and Buyer shall reply to such enquiries from TCV.
4. If a dispute arises between Buyer and Seller or between Buyer and a third party, or Buyer causes damage to Seller or a third party, Buyer shall resolve the dispute, or shall compensate any damage at its own cost and responsibility. If such a dispute arises, and TCV receives a claim for damages from Seller or such third party, Buyer shall compensate TCV for all expenses incurred by TCV (including TCV's attorney's fees, and money paid by TCV due to a judgment or settlement).
5. Buyer shall bear any exchange risk associated with use of the Receiving Agent Service, and TCV in no way bears any exchange risk
6. TCV is in no way liable for detriment or damage incurred by Buyer due to using or being unable to use the Receiving Agent Service, unless otherwise such detriment or damage is caused by the willful misconduct or gross negligence of TCV.
7. Even if TCV is liable to Buyer for compensation, the maximum amount of compensation payable by TCV shall be related Transferred Amount for the compensation.
8. If Buyer causes any damage by using TCV Service to TCV, Buyer shall compensate for TCV's damage.

## **Article 12 Issue and Management of ID and Password**

1. One ID shall be provided per User with regard to TCV Service.
2. The User shall keep their IDs under strict security and shall not assign, lend, or disclose them to any third party. TCV will not be liable for any damage incurred by the User due to loss of the IDs or the like.

### **Article 13 My TCV**

1. The User shall use designated page for User on the TCV ("My TCV") to manage the transaction for sales, messages between the User and Dealer or the Seller
2. The User agrees that information recorded in My TCV may be deleted after the prescribed term by TCV, and never be able to be restored its information.
3. TCV may give the necessary notice to the User through My TCV. Effect of such notice shall be subjected to the terms in Article 25, and the User shall never claim against TCV insisting the unawareness of such notice.
4. Buyer agrees and acknowledges that TCV may browse the message content between User (Buyer) and Dealer (Seller) on My TCV for providing the TCV Service and Receiving Agent Service.

### **Article 14 Support Services**

TCV shall provide an instruction and support service by specified way on TCV Website such as e-mail/chat for inquiries from User at its customer support department.

### **Article 15 TCV's Exemption from Liability**

Notwithstanding any other terms and conditions of this Agreement, TCV shall not be liable for compensation with regard to any User's damages sustained by following

- (1) A temporary suspension of TCV Service due to maintenance or similar work, or damage through the communication environment provided by TCV.
- (2) Problems with TCV Service's systems or opportunity loss arising from such problems.
- (3) The loss of data due to a disk crash or other incidents in the server operating TCV Service.
- (4) Damage and liability occurring due to complaints, inquiries or disputes regarding transaction between User (Buyer) and Dealers (Seller) arising from outside the scope of TCV Service (i.e. complains regarding the discrepancy of the car information between

listed information on TCV Website and delivered car as the result of proceeding transactions without CIC, a promise with seller by correspondence outside TCV Service,) .

(5) Liability arising from failure to perform obligations where a natural disaster or force majeure has affected those performance.

### **Article 16 Handling of User Information**

1. TCV shall handle User Information with strict care in accordance with Privacy Policy (<https://www.tc-v.com/about/privacy/> hereinafter referred to as "Privacy Policy").
2. Buyer agrees that TCV provides the User Information to Seller upon the necessary for transactions.

### **Article 17 Effective Period**

The effective period of this Agreement continues so long as User uses TCV Service. Provided however When TCV decides to terminate TCV Service, this Agreement could be terminated with prior notice by TCV.

### **Article 18 Cancellation or Early Termination of Agreement**

1. If any of following items applies to User, TCV may immediately terminate this Agreement at its discretion without any prior notice.
  - (1) User commits a breach of any provision of this Agreement or any other agreement.
  - (2) User files a petition for commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, special liquidation, or any other similar legal bankruptcy proceedings.
  - (3) In the event that User is subject to suspension of payment or insolvency, or in the event that a draft or check drawn or endorsed by User has been dishonored even once .
  - (4) If a third party commences any procedures against Seller for seizure, provisional seizure, other compulsory execution, auction for exercise of a

security interest, disposition for tax delinquency, or others equivalents to these.

(5) If it was discovered the party is antisocial forces stated in Article 26.

(6) Buyer conducts any act materially undermining trust to TCV.

2. If any of the items in Article 18.1 applies to the User, User's obligations (including but not limited to obligations under this Agreement) will be accelerated and become immediately due and payable, and the User shall forthwith fulfill all of its obligations to TCV.

3. If any of the items in Article 18.1 applies to the User, TCV may suspend TCV Service without giving any notice to the User.

4. If User made another agreement with TCV and TCV is to terminate the agreement due to reasons attributable to the User, TCV may terminate this Agreement at the same time.

5. The User is free to terminate this agreement with providing a notice to TCV if the User paid all the debt to the Dealer and TCV. In case the User terminates this agreement though there is effective VSA with Seller, the refund may be proceeded regarded as attributable to the Buyer. Provided however, TCV still reserves a right to archive the information and the record related to the User's activities through TCV Service, and retains the right to disclose it to the third party with the necessary procedure if such disclosure was required in officially.

## **Article 19 Confidentiality**

1. User shall take the utmost care to maintain the confidentiality of any of TCV's technical, sales or other business information obtained or disclosed under or in connection with this Agreement ("Confidential Information"), and the User shall not disclose, divulge or sell any Confidential Information to a third party nor reproduce, modify, or exploit any Confidential Information for any other purpose not stated in this Agreement without the prior written approval of the other non-disclosing party, provided however that this does not apply to public knowledge or information which disclosing party has learned independently.
2. User will take appropriate measures to ensure that their respective employees honor their duty to maintain confidentiality. If User breaches the provisions of this paragraph, the holder of the Confidential Information may seek an injunction of such breach of confidentiality obligation against the breaching party, and the

breaching party shall be obliged to compensate TCV for equivalent to the benefits received by such breaching party (non-breaching party may seek reasonably estimated amount as such benefit until breaching party positively prove actual profit amount).

3. The provisions of this Article shall survive for five (5) years after the termination of this Agreement.

### **Article 20 Damages**

1. User must compensate TCV for any damages arising from any breach of this Agreement.
2. If the User delays payment to TCV including, but not limited to Cancellation Fee, User shall pay TCV delay damages of 14.6% per annum from the payment due date until the completion of payment.

### **Article 21 Assignment**

1. User may not transfer the rights and obligations in this Agreement to a third party without the prior written consent of TCV and shall not create a security in those rights or obligations.
2. The Buyer agrees to convey all or a part of the rights to TCV including but not limited to the assignment of Buyer, the Title of the Vehicle, or right to seek damages to the Seller or any other rights against the Seller which the Buyer hold, when default on Buyer's obligations or damages caused by Buyer to TCV.

### **Article 22 No Subcontracting**

User shall not subcontract all or part of this Agreement to any third party without the prior written consent of TCV.

### **Article 23 Severability**

In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability..

## **Article 24 Jurisdiction and Governing Law**

The Tokyo District Court or the Tokyo Summary Court have exclusive jurisdiction as the courts of first instance with regard to any actions arising in connection with this Terms of Use. This Terms of Use and TCV Service are governed in accordance with the laws of Japan without reference to principles of conflict of laws.

## **Article 25 Notice**

TCV will inform the User any information regarded important to the User under the statement of this Terms of Agreement through e-mail, mail, telephone, fax, MyTCV, post to the website manages, or any other way of timely. The information transmitted to the User by email or fax will be regarded attained to the User when it transmission was done by TCV, and the information posted on the website will be regarded attained to the User when its posting was completed.

## **Article 26 Exclusion of Antisocial Forces**

TCV does not transact with antisocial forces. If the User is found to be an antisocial force after the commencement of the transaction, or if TCV receives an improper demand from User, TCV may terminate this Agreement and any other agreements between TCV and the User, and will sever all other ties with the User such as excluding the User from any and all future transactions with TCV. In this case, User's obligations (including but not limited to obligations under this Agreement) will be accelerated and become immediately due and payable, and the User shall forthwith fulfill all of its obligations to TCV.

## **Article 27 Application and other terms provided by TCV**

Any of the terms provided by TCV related to this Terms of Agreement, such as application form, will consist of a part of this Terms of Agreement.