

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

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

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

This Agreement between TCV and the User for use of Service (defined in Article 2) is formed, under the terms and conditions set forth in these Terms of Agreement, when User has accepted the Terms of Use for Member’s ID, and received Member’s ID, and start using tc-v.com (“TCV”) with that Member’s ID.

### **Article 2 Definitions**

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

(1) “Service” means, collectively, the used car listing service on the website managed and operated by TCV (TCV: <http://www.tc-v.com>) to advertise the partner Dealer’s (“Dealer”) inventory of used cars and parts via the Internet, to provide the Dealer with a system that supports the User’s contact to Dealer regarding purchase of used car, and other services incidental thereto.

(2) “Dealer” means, the partner company which wishes to use TCV’s used car Listing Service, receive User’s inquiry, and sell their used car through TCV.

(3) “User” means, a user who wishes to contact the Dealer through the Service and provides TCV with the information necessary for that purpose.

(4) “User Information” means, information provided by aUser to contact the Dealer through the Service.

(5) “Offer” means the first inquiry which User makes through the Service’s message system about used car information listed on the Service.

(6) “Proforma Invoice (PI)” means, written estimate with the form prescribed by TCV issued by the Dealer to the User who made offers.

(7) "Invoice" means, a bill contains the necessary terms for exporting with the form prescribed by TCV, issued by the Dealer to the User under the condition agreed, resulted and concluded by sales and exporting negotiation regarding the used car.

(8) "Vehicle Sales Agreement (VSA)" means, the sales contract with the form prescribed by TCV issued by the Dealer at the same time with the Invoice, in which includes ordinal conditions for sales.

(9) "Buyer" means, User received the Invoice from the Dealer and concluded VSA according to the terms written in Invoice.

(10) "Buyer Information" means, necessary information for exporting provided by a Buyer through Service for the Dealer to issue an Invoice.

(11) "Seller" means, the Dealer issued Invoice to the Buyer and concluded VSA with the terms written in it.

(12) "Car Info Check" means, car information check service when Buyer chooses to use before the entrance of the VSA and Invoice, TCV will check both of the information of the Car listed on TCV and the Car stored in the yard where we suggest Seller to bring in.

(13) "SmartTrade" means, collectively, transportation, storage, picture taking, booking of the vessel and other export relating service provided on TCV.

(14) "Receiving Agent Service" means the payment services that TCV in which Buyer, according to the Terms of Agreement, remits purchase money to the bank account designated by TCV, and TCV pays such money when the conditions agreed in the Terms of Agreement are satisfied.

### **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 the Service after the effective date of such amendment will be subject to the amended Terms of Agreement.

### **Article 4 The Service**

1. User may log-in to TCV by own Member's ID, uses TCV system to choose an used car, sending offer to the Dealer and negotiate export terms and prices through the TCV's message system.

2. The User shall request PI to the Dealer when the terms and conditions were agreed by the parties, and receives the PI.

3. The User shall inform the Dealer necessary information for the Dealer to prepare the export transaction after the agreement to the condition in the issued PI, then shall press "Order Item" button to get the Invoice with the necessary information stated through the TCV's system. At this issuance on the Invoice, User shall enter VSA with Dealer has been concluded under the condition on the Invoice, and User will become Buyer and Buyer agree that when cancellation take place, with the reason attributable to the Buyer, Refund Purchasing Fee for refund will be charged to the Buyer under the condition of the Article5.17.

4. The Buyer should transfer the purchase money with the amount on the Invoice (including but not limited to the price of the Vehicle, shipping cost, pre-export inspection) with the terms set force on the Invoice by the period indicated on the Invoice, to Designated Account indicated on the invoice as stated in Article 5.4 of this Terms of Agreement. If the payment were not transferred by the payment due date (including the case of denial by TCV stated Article 5.5), the transaction will be deemed to be cancelled by the reason attributed to the Buyer, and the Buyer shall compensate for the cancellation charge or the refunding charge if the purchase money was received to the account. In the case of such cancellation, Buyer shall accept that Seller may sell the car subjected to VSA to the third party and shall not be able to make any claim against such Seller and TCV regarding such sale.

5. TCV may provide CIC by the Buyer's request when the Invoice was issued by the Buyer (for only the vehicle applicable of CIC). In such case, TCV shall inform to Buyer both information of the car listed on TCV and the car stored in the yard, and if the both information has no discrepancy in each, Buyer must accept that TCV will deem that the transaction was completed normally without any objection with regard to the confirmation of the car information and continue to support export process. If the both information has discrepancy in any aspects, TCV will request the Buyer to decide if the Buyer accept the transaction or not within the period set by TCV. If Buyer chooses not to continue the transaction within the period, such transaction will be deemed as cancellation of the transaction by the Seller. If Buyer did not choose or reply within the

period, the transaction shall be continued treated as the normal transaction and the Buyer shall not cancel the transaction with the reason of the discrepancy of the information.

6. In the Buyer completed the payment transfer, the Buyer shall inform to Seller and TCV such payment transfer, through TCV's message system attaching the copy of TT.

7. TCV shall confirm the payment transfer to the Designated Account stated Article 5.4 of this Terms of Agreement, and inform its acceptance when it was approved. For the purpose of the payment through Service, the Article 5 of this Terms of Agreement shall apply, and Buyer shall agree that any inquiry from TCV will be made in the necessary case and that TCV may suspend to provide the Service until TCV confirms and approves.

8. TCV shall inform to the Seller the received purchase money amount and shall give Seller instruction notice to prepare for the shipment when the transferred purchase money was accepted by Designated Financial Institution and its amount was approved by TCV. Buyer shall agree to receive shipping information from TCV when the Seller selects to use SmartTrade, otherwise the shipping information will be sent directly by the Seller.

9. User shall agree that TCV will monitor the User's transaction, and that it may stop providing service to the User when TCV discovered the Buyer's disturbing practice of TCV's normal operation or the normal sales transaction. Such disturbing practice includes, but not limited to, no payment for long time after issuance of Invoice, request of issuance of Invoice without intention of purchase. Though the service was stopped, Buyer shall agree that any obligation under VSA made between Buyer and Seller will still survive, and that TCV will never be responsible for any dispute which may arise for the reason of non-performance of such obligation by Buyer.

## **Article 5 Payment**

1. The Buyer shall be entitled to use Receiving Agent Service when the Invoice is issued and VSA is executed between the Buyer and the Seller through the service.

2. The Receiving Agent Service is not a continuous agreement, but is entered into individually and independently for each single VSA corresponding to each single car executed between Seller and Buyer. In spite of such nature of individuality, TCV may

exercise any rights under these Terms of Agreement regardless of object cars or VSAs, when TCV need to secure the legal claim against Buyer.

3. TCV may set restrictions on money or other restrictions with respect to the use of Receiving Agent Service. Buyer is able to use the Receiving Agent Service only within the limits of such restrictions.

4. Subject to the conditions set in VSA, Buyer shall transfer purchase money with amount not more or less than the actual price for the object car, shipping charge, inspection fee, insurance premium, and other expenses payable by Buyer to Seller pursuant to the VSA ("Purchase Price") into the bank account registered with TCV's name designated by TCV ("Designated Account") held at the financial institution designated by TCV ("Designated Financial Institution").

5. After the transfer is made into the Designated Account, TCV will approve the payment as duly transferred by Buyer into the Designated Account, provided that all of the requirements set out in the following items are satisfied. However, TCV may nevertheless approve the payment at its own discretion even if part or all of the requirements set out in the following items are not satisfied.

(1) The transfer is made by the due date designated by Seller through TCV.

(2) The transfer is made under the transferor name set out in the addressee field of the Invoice issued through TCV.

(3) The transferred amount is not more or less than the required amount specified in the Invoice.

6. TCV is in no way liable for damage incurred by Buyer due to TCV approving or not approving the payment pursuant to the Article 5.5.

7. In addition to the case where TCV does not approve the payment pursuant to Article 5.5, Buyer shall agree that TCV will not be able to receive the transfer from Buyer into the Designated Account if the transfer by Buyer is subject to any grounds for transaction restrictions of the Designated Financial Institution. TCV is in no way liable for damage incurred by Buyer due to TCV not being able to receive such payment.

8. If the transfer from Buyer is duly received in the Designated Account in accordance with the provisions of Article 5.5, TCV shall deem such transfer to be payment of the Purchase Price, and will accept the payment on behalf of Seller.

9. Notwithstanding Article 5.8, TCV will itself receive the excess amount if the transferred amount exceeds the amount specified on the Invoice and such excess amount is less than US\$50 (if the Seller selects payment in Japanese Yen JPY5,000 is applied to this treatment; the same applies in Article 5.10). In this case, Buyer shall agree that Buyer is deemed, at the time the transfer is made to the Designated Account, to abandon any rights it has in the excess amount, such as the right to demand restitution, and shall agree that the excess amount conclusively belongs to TCV.

10. TCV will refund Buyer the excess amount in Article 5.9 if it is US\$51 (JPY 5,001 if the Seller selects payment in Japanese Yen) or more upon the requests of the Buyer. However, Buyer shall pay any remittance fees or other expenses incurred by the refund, in addition to a refunding fee determined by TCV. If Buyer expresses to TCV an intention to abandon its rights in the excess amount in Article 5.10, the provisions of Article 5.9 shall apply.

11. If TCV receives the transfer from Buyer in the Designated Account in accordance with Article 5.5 through 5.10, TCV shall convert the money received into Japanese yen in accordance with the exchange rate (TTB) announced by the Designated Financial Institution at 10:00 a.m. of the day on which receipt of the payment is confirmed. However, if the total amount for the one exchange transaction exceeds US\$100,000.00, the exchange rate (TTB) shall be the actual used by the Designated Financial Institution as at the time the payment was received. Any amount less than one yen is rounded down. Buyer shall bear the currency exchange risk, and TCV in no way shall bear such exchange risk. Further, Buyer may not instruct TCV regarding the method or timing of converting the money received into yen.

12. If TCV receives the transfer from Buyer in the Designated Account in accordance with Article 5.5 through 5.10, and Seller, using the method designated by TCV, requests TCV ("Payment Request") that TCV pay the Purchase Price which TCV received from Buyer on behalf of Seller, (the "Received Amount") attaching a copy of authentic Bill of Lading ("B/L"), and Export Certificate, TCV will, after comparing the addressee details and the vehicle identification number set out in the copy of the B/L with those set out in the Invoice and acknowledging that they are indicated, shall transfer in Japanese yen (converted using the method set out in Article 5.11) the Received Amount less the

usage fee to be received by TCV from Seller, into the bank account designated by Seller by the date designated by TCV.

13. Business days (“TCV Business Days”) are as decided by TCV and published by the method designated by TCV. Business days of financial institution are as decided by the relevant financial institutions.

14. Notwithstanding Article 5.12, TCV may handle the payment of the Received Amount in a different manner for Sellers specially certified by TCV. In this case, too, TCV shall be responsible for performing any refund that arises for a reason set out in Article 5.15

15. In any of the following events occurs and Buyer has made a request to TCV for a refund, TCV may refund on behalf of Seller without delay into the bank account designated by Buyer the Received Amount, after conversion into the currency with which Buyer made the payment, in accordance with the exchange rate (TTS) announced by the Designated Financial Institution at 10:00 a.m. of the day on which the refund request is approved. However, if the total amount for the one exchange transaction exceeds US\$100,000.00, the exchange rate (TTS) shall be the rated actually used in the transaction as at the time the refund is remitted. Buyer shall bear the exchange risk and TCV in no way shall bear the exchange risk. Buyer may not instruct TCV regarding the method or timing of converting the refund money into the currency with which Buyer made the payment

(1) Seller does not make the Payment Request to TCV by the method designated by TCV within a specified period after notification from TCV of the receipt of the payment.

(2) The issue date of the B/L is more than 60 days after the date on which the Sales Agreement between Seller and Buyer was entered into.

(3) An inconsistency between the addressee details and vehicle identification number set out in the copy of the B/L and those set out in the invoice are not resolved within a specified period after the B/L is issued.

(4) Seller makes a request for cancellation to TCV using the method designated by TCV, and TCV accepts the request.

(5) In the case where remittance fails to meet any or all of the requirements provided for in the items of Article 5.5, and TCV nevertheless temporarily approve the payment into the Designated Account, Buyer fails to satisfy the unmet requirements without delay.

(6) Seller breaches a provision of its agreement with TCV relating to use of the Service.

(7) Seller is subject to suspension of payments, or a petition is made for provisional attachment, attachment, auction, commencement of bankruptcy proceedings, commencement of civil rehabilitation proceedings, commencement of corporate reorganization proceedings, or commencement of special liquidation.

(8) The negotiable instruments or checks drawn or accepted by Seller are dishonored, or Seller receives a disposition from a clearing house to suspend transactions.

(9) Seller receives a delinquency disposition for taxes or other public charges.

(10) Seller receives a disposition, such as for business suspension, from a supervisory government agency.

(11) There is a material breach of TCV's trust by Seller.

(12) Any other material ground equivalent to the preceding items arises that makes it difficult to continue transaction under the Terms of Agreement or other agreements, or TCV finds that a refund is necessary for the protection of Buyer.

16. TCV shall in no way accept any request of refund from Buyer unless the refund is in accordance with the provisions of Article 5.15.

17. If the refund in Article 5.15 is for a reason attributable to Buyer, the processing fee



for the refund (including transfer fees necessary for refunding, hereinafter “Refund Processing Fee”) shall be US\$150 for each refund.

18. Buyer shall definitively lose the right to receive the refund of the Receiving Amount from TCV in any of the following cases:

(1)TCV transfers the Receiving Amount into the bank account designated by Seller in accordance with the provisions of Article 5.12 and 5.14;

(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)Although TCV carries out the refund process in accordance with the provisions of Article 5.15, Buyer does not receive the payment by its designated bank account within two years from the day following the date on which the any of events for the refund set out in Article 5.15 arose.

## **Article 6 Immunity rules of Payment**

1. Buyer shall agree the VSA is executed exclusively between Seller and Buyer as the parties, being entered into directly between the parties and that VSA shall be performed at the risk of the parties. Buyer shall agree that TCV will not act as the agent or an intermediary of either Seller or Buyer. TCV is in no way liable to Buyer for the conduct of Seller.

2. Any problems relating to the VSA, such as nondelivery of the product, nondelivery 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 the responsibility and cost of Buyer, 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 such matters as the Purchase Price and its payment, and TCV shall not be required to explain the details of the Purchase Price to Buyer, or demand

payment transfer from Buyer. However, TCV shall not be precluded from making enquiries to Buyer regarding such matters as the status of the performance of the VSA, and Buyer shall reply to any 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 at its own cost and responsibility, or shall compensate Seller or such third party for any damage. 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. Seller or 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 Buyer using the Receiving Agent Service or by Buyer being unable to use the Receiving Agent Service, unless such detriment or damage is caused by the willful misconduct or gross negligence of TCV.

7. Even if it is found that TCV is liable to Buyer for compensation, the maximum amount of compensation payable by TCV shall be the Purchase Price.

8. If Buyer causes TCV any damage through the use of the Service, Buyer shall compensate TCV for that damage.

#### **Article 7 Special Provision of Payment**

1. If Seller selects the Dollar Settlement Option, the provisions of Article 5.11 of this Terms of Agreement shall not be applied, and TCV will not carry out the conversion of the currency set forth in Article 5.15.

2. If the Buyer selects to remit in Japanese yen, the provisions of Article 5.11 of this Terms of Agreement shall not be applied, and TCV will not carry out the conversion of the currency set forth in Article 5.15. Also in such case, Refund Processing Fee set forth

in Article 5.17 will be JPY15,000.

3. If the Buyer selects the transactions involving land transportation within Japan, these special provisions shall apply to such transaction. In this case only remittance by Japanese yen is admitted.

(1) For the purpose of this Article 7.3, condition of the Payment Request set forth in Article 5.12 shall be amended as follows.(i) if Seller is to make domestic registration, it shall complete procedures for change of registered owner, or (ii) if Seller is not to make domestic registration, it shall perform cancellation of registration procedures. According to the procedures, Seller shall, using the method designated by TCV, Payment Request of Received Amount by attaching, in the case of (i), a copy of the vehicle registration certificate following the change of registered owner, or, in the case of (ii), a copy of a document certifying the cancellation of registration and a copy of a document certifying that vehicle transportation procedures have been performed.

(2) The provisions of items (1) through (3) of Article 5.15 of this Terms of Agreement shall be replaced as follows

① Within a specified period after notification from TCV of the receipt of the payment, Seller does not make a Payment Request to TCV by attaching (i) a copy of the vehicle registration certificate following the change of registered owner or (ii) a copy of a document certifying the cancellation of registration and a copy of a document certifying that vehicle transportation procedures have been performed.

② The date of the (i) change of registered owner or (ii) cancellation of registration is more than 60 days after the date on which the VSA between Seller and Buyer was entered into.

③ There is an inconsistency between the addressee indicated on the Invoice and (i) the registered owner indicated on the vehicle registration certificate following the change of registered owner or (ii) the registered owner indicated on the document certifying the cancellation of registration, or an inconsistency between the vehicle identification number indicated on the Invoice and the vehicle identification number indicated on the document in (i) or (ii), and such inconsistency is not resolved with the Buyer.

4. If the Buyer selects the transaction through TCV KENYA LIMITED, the provisions of Article 5.11 shall apply as amended as follows.

If TCV KENYA LIMITED receives the transfer from Buyer in the Designated Account by TCV KENYA LIMITED, TCV KENYA LIMITED will notify TCV about the payment confirmation. TCV shall convert the money received into Japanese yen in accordance with the actual exchange rate (TTB) used in the transaction by Designated Financial Institute between 18:00 to 19:00 (JST) of the day on which receipt of the payment is confirmed at TCV KENYA LIMITED. Any amount less than one yen is rounded down. Buyer shall bear the exchange risk, and under no any circumstances shall TCV bear the exchange risk. Further, Buyer may not instruct TCV regarding the method or timing of converting the money received into yen.

5. If the Seller selects to use SmartTrade, and satisfies the conditions required in (1) and (2) below, TCV will apply the related provisions of this Terms of Agreement as amended according to the as following Special Provisions. If this Special Provision of this Article 7.5 is applied, the terms of such provision shall be applied prevailing over any other terms for the payment in this Terms of Agreement, provided however that, the other any Special Provisions which do not contradict against Special Provision of this Article 7.5 will be applied.

(1) The provisions of Article 5.12 of this Terms of Agreement are replaced as follows.

In the case where TCV received the transfer from Buyer in the Designated Account in accordance with Article 5.5 to 5.10, if (i) Seller transported the object car to the yard where the TCV allocated under TCV's storage service of SmartTrade, (ii) TCV confirms the consistency of information of the car listed in the TCV with the object car by using CIC with regard to the vehicle identification number or any other information for such identification considered necessary by TCV ("Actual Car Information") and (iii) Seller requests TCV (the "Payment Request") that TCV pay the Purchase Price which TCV received from Buyer on behalf of Seller, (the "Received Amount") sending an original Export Certificate, and original Certificate of pre-exporting examination in the case where such pre-exporting examination is requested by the Buyer, then TCV shall transfer in Japanese yen (converted using the method set out in this Terms of Agreement) the Received Amount less the shipping costs and any exporting fees and fees of Receiving Agent Service to be received by TCV from Seller, , into the bank account designated by Seller by the date designated by TCV.

(2) The provisions of items (1) through (3) of Article 5.15 of this Terms of Agreement

are replaced as follows.

- ① Within a specified period after notification from TCV of the receipt of the payment, Seller does not make a Payment Request to TCV to which is sending an original Export Certificate, and original Certificate of pre-exporting examination in the case where such pre-exporting examination is required by the Buyer.
- ② The date of the original Export Certificate is more than 60 days after the date on which the VSA between Seller and Buyer was entered into.
- ③ There is an inconsistency among or between the car information indicated on the Invoice and original Export Certificate, and Actual Car Information.

### **Article 8 Issue and Management of ID and Password**

1. One ID shall be provided per agreement with regard to the 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 9 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 21, and the User shall never claim against TCV insisting the unawareness of such notice.

### **Article 10 Provision of Support Services**

TCV shall provide telephone instruction service for inquiries from User at its customer

support department with regard to the method of operation of the system and other related matters.

### **Article 11 TCV's Exemption from Liability**

The User shall, without prejudice to any exemption of TCV set forth in other provisions of this Terms of Use, agree that, due to the nature of the Service, User might incur damage arising from the following circumstances, and the User exempts TCV from any and all liability for such damage.

(1) A temporary suspension of the Service due to maintenance or similar work, or damage to the communication environment through which the Service is provided.

(2) Problems with the Service's systems or loss of opportunities arising from such problems.

(3) The loss of data due to a disk crash or other incidents in the server operating Service.

(4) Damage and liability occurring due to complaints, inquiries or disputes regarding transaction between User and Dealers arising from a service which is not related to TCV's activities (i.e. complains regarding the discrepancy of the car information in between information of the car listed and information of the car delivered, without using the CIC, omission of the report regarding the shipment without using SmartTrade) with regard to listing managed and operated by TCV including TCV and other website.

(5) Liability arising from failure to perform obligations under these Terms of Agreement where a natural disaster or force majeure has obstructed that performance.

### **Article 12 Handling of User Information**

1. TCV shall handle with strict care User Information received through TCV as information that pertains to individual privacy, shall at the same time implement measures for its protection and shall instruct Dealer to comply with such measures. In using User Information, TCV shall manage it as confidential information with the due care of a prudent manager.

2. TCV's use of User Information provided is limited to the extent already authorized by

the User. If TCV's use of the User Information exceeds the extent already authorized by the User, TCV shall obtain further authorization from the User for that unauthorized use. TCV shall comply with the Specified Commercial Transactions Act and other related laws and regulations if it uses User Information in a transaction.

3. User shall agree that TCV may dispute questionnaire to Users. In such case, TCV shall handle User Information according to the privacy policy of TCV and shall not use User Information in a way which violates, or is likely to violate, such privacy policy.

4. If a User makes a request in any manner or form for the destruction or erasure of its User Information, TCV shall promptly and completely destroy or erase that User Information by the method, if any, designated by the User.

5. If User Information is divulged, the User shall immediately report to TCV the facts and details of that divulgence. In such case, TCV shall endeavor to prevent further divulgence. If User becomes aware that User Information is being divulged through without its fault, the User shall also report the facts and details of that divulgence to TCV without delay.

### **Article 13 Effective Period**

The effective period of this Agreement continues so long as User uses the Service. Provided however that even during the effective period, if TCV determined to terminate to provide Service for its business reason with prior notice in writing or on website operated by TCV, such effective period of this Agreement shall be terminated at the time prescribe in such notice.

### **Article 14 Cancellation or Early Termination of Agreement**

1. If any of the items set out below apply to TCV or the Dealer, the other non-applying party may immediately terminate this Agreement upon giving written notice to such applying party.

(1) There is a breach of an obligation under this Agreement or any other agreement with the terminating party and such breach is not cured within thirty (30)days after the terminating party demands that the breach be cured, or terminating party determines that such breach will never be cured by breaching party.

(2) The party suspends payments, or a petition is filed by or against the party for

bankruptcy, civil rehabilitation proceedings, corporate reorganization proceedings, corporate rearrangement proceedings, special liquidation, or any other similar bankruptcy proceedings.

(3) A note or check of the party has been dishonored.

(4) A resolution is adopted or an order is issued for dissolution of the party.

(5) An application for attachment, provisional attachment, provisional disposition or compulsory auction has been filed against the party or a disposition for tax delinquency has been sustained.

(6) If it was discovered the party is antisocial forces stated in Article 22.

(7) Other material events, by which parties hardly maintain trust relationship is developed.

2. If any of the items in Article 14.1 applies to the User, the obligations it owes TCV (those obligations are not limited to obligations under this Agreement) will be accelerated and the User shall immediately pay TCV the entire due amount of the obligations in cash.

3. If any of the items in Article 14.1 applies to the User, TCV may, without giving any notice to the User, suspend provision of the Service.

4. If User and TCV entered other agreement and TCV is to terminate such other agreement by the reason attributable to the Buyer, TCV also terminate this agreement at the same time.

5. The User is free to terminate this agreement if the User paid all the debt to the Dealer and TCV. However, TCV still reserves a right to archive the information and the record related to the User's sales, and retains the right to disclose it to the third party with the necessary procedure if such disclosure was required in officially.

## **Article 15 Confidentiality**

1. Each of TCV and the User shall take the utmost care to maintain the confidentiality of any of the other party's technical, sales or other business information obtained or disclosed under or in connection with this Agreement ("Confidential Information"), and



they 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. TCV and the User will take appropriate measures to ensure that their respective employees honor their duty to maintain confidentiality. If a party breaches the provisions of this paragraph, then the holder of the Confidential Information may seek an injunction of such breach of confidentiality obligation against the breaching party, and the party in breach shall, without prejudice to the terms set in Article 16 of Terms of User, pay compensation, 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).

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

### **Article 16 Damages**

1. If TCV or the User causes damage to the other party in relation to the performance of the obligations provided for in these Terms of Use, they shall compensate the other party for the damage, except as otherwise provided in Article 16.2.

2. If the User delays payment including, but not limited to cancellation fee, refund processing fee, the User shall pay TCV delay damages of 14.6% per annum from the payment due date until the completion of payment.

### **Article 17 No Assignment**

1. TCV and the User may not transfer the rights and obligations in this Agreement to a third party without the prior written consent of the other party and shall not create a security in those rights or obligations.

2. The Buyer shall convey all the rights to TCV such as the assignment of the buyer, the Title of the Vehicle, or right to seek damages to the Seller or any other rights against to the Seller which the Buyer hold, when TCV cover losses incurred to the Buyer regarding each VSA, and TCV demand it to the Buyer.

### **Article 18 No Subcontracting**

The User may not subcontract to a third party the activities and business it is obligated to perform under these Terms of Use. However, if the User uses services through TCV's

subsidiary company or the TCV's support center, the service will be exception.

### **Article 19 Severability**

If the any of the provisions of this Agreement are deemed invalid or unenforceable, the other provisions of this Agreement will be unaffected and remain valid and enforceable to the furthest possible extent under applicable laws. The invalidated provision will be deemed to have been replaced by the valid and enforceable provision closest in meaning to the provision agreed to by both parties.

### **Article 20 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 these Terms of Use. These Terms of Use and the Service are governed by the laws of Japan.

### **Article 21 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, 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 22 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 the User, TCV may terminate this Agreement and any other agreements between TCV and the User, and will exclude the User from any and all future transactions with TCV and sever all other ties with the User, provided that in such case the User shall pay the Usage Fee stipulated in these Terms of Agreement and will be responsible for the performance of all other obligations.

### **Article 23 Application and other terms provided by TCV**

Any of the terms provided by TCV related to this Terms of Agreement, such as application form, Usage Fee Table, plan list of the service plan, will consist of a part of

this Terms of Agreement.

#### **Article 24 Language**

Japanese is the original language to this Terms of Agreement and be interpreted accordingly. If any translation in English or in other languages provided for the User and the Buyer to refer for their understanding, that translation will not effect to the understanding of this Terms of Agreement.