Rental Agreement (Effective as of February 17, 2014)

## Chapter 1

General Provisions

## Article 1 (Applicability of Agreement)

The Company shall rent a rental vehicle (hereinafter referred to as "rental car") to the renter, and the renter shall rent the rental car, in accordance with the provisions of this Agreement.

Matters not prescribed in this Agreement shall be handled pursuant to laws and regulations or general customs of Japan.

2. The Company may accept special agreements, to the extent they are not contrary to the spirit of this Agreement, laws and regulations, administrative circular notices, and general customs. In case a special agreement is concluded, it shall supersede this Agreement.

### Chapter 2

Reservation

Article 2 (Application for Reservation)

To rent a rental car, the renter may apply for a reservation upon agreeing to the rate table and other provisions prescribed by the Company, and specifying in advance the type and class of vehicle, starting date and time of rental period, location of rental, rental period, place of return, driver, necessity of a child safety seat and other accessories, and other conditions of rental (hereinafter referred to as "rental conditions").

2. Upon receipt of an application for a reservation from the renter, the Company shall accept the reservation in principle within the range of rental cars owned by the Company.

In such a case, the renter shall pay to the Company an application fee for reservation as prescribed by the Company, unless specially exempted by the Company.

# Article 3 (Change of Reservation)

To change any of the rental conditions referred to in paragraph 1 of the immediately preceding article, the renter shall obtain the consent of the Company in advance.

#### Article 4 (Cancellation of Reservation)

The renter may cancel a reservation with the consent of the Company.

- 2. If the renter has not concluded the rental contract for the rental car (hereinafter referred to "rental contract") due to reasons of the renter, later than one hour from the rental reservation commencement time, the reservation shall be deemed to be canceled.
- 3. If a reservation is canceled due to reasons of the renter, the renter shall pay to the Company a reservation cancelation fee as specified separately by the Company, and upon receiving the reservation cancelation fee, the Company shall return to the renter the previously received application fee for the reservation.
- 4. If a reservation is canceled due to reasons of the Company, in addition to returning the previously received application fee for reservation, the Company shall pay a penalty as specified

separately by the Company to the renter.

5. In the case of failure to conclude the rental contract for any reason not ascribable to either the renter or the Company, such as accident, theft, unreturned vehicle, recall, natural disaster, or other such reasons, the reservation shall be deemed to be canceled.

In such a case, the Company shall return the previously received application fee for reservation to the renter.

#### Article 5 (Substitute Rental Car)

If the Company is unable to lease a rental car of the type and class reserved by the renter, it may offer to lease a rental car of a type and class different from the reservation (hereinafter referred to as "substitute rental car").

2. If the renter accepts an offer as stated in the immediately preceding paragraph, the Company shall rent a substitute rental car under the same rental conditions as the original reservation, except for the type and class of vehicle.

In such a case, the renter shall pay the rental rate of the substitute rental car or the rental rate of the rental car that had been reserved, whichever is lower.

3. If the renter refuses the offer of a substitute rental car according to the terms of the first paragraph, the reservation shall be deemed to be canceled.

In such a case, if the car rental is not possible for reasons ascribed to the Company, the situation shall be handled pursuant to paragraph 4 of Article 4, whereas if the reason is not ascribable to the Company, the situation shall be handled pursuant to paragraph 5 of Article 4.

### Article 6 (Disclaimer)

The Company and the renter shall not make any claims against each other with respect to the cancellation of a reservation or failure to conclude a rental contract, except as provided in Articles 4 and 5.

## Article 7 (Agency for Reservation Service)

The renter may apply for a reservation at reservation centers, travel agencies, affiliate companies, etc. (hereinafter referred to as "agencies") that handle reservation services on behalf of the Company.

If an application is submitted to an agency mentioned in the immediately preceding paragraph, the renter may make a request for a change or cancellation of the reservation to that agency.

### Chapter 3

Rental of Vehicle

### Article 8 (Conclusion of Rental Contract)

The rental contract shall be concluded with the renter specifying the rental conditions prescribed in the first paragraph of Article 2, and with the Company specifying the leasing conditions based on this Agreement, rate table, etc., unless there is no rental car available, or the renter or the driver falls under any of the items in paragraphs 1 and 2 of Article 9.

- 2. In the case of rental contract conclusion, the renter shall pay to the Company the rental rate prescribed in the first paragraph of the Article 11.
- 3. For concluding a rental contract, the Company shall request that the renter present the driver's license of the renter or the driver designated by the renter (hereinafter referred to as "driver") or a copy thereof if considered necessary by the Company, in order to enter the full name, address, type of driver's license and the license number on, or attach a copy of the driver's license to, the rental registry (original rental slip) and the rental certificate, as prescribed in the first paragraph of Article 14, as this is an obligation imposed on the Company on the basis of the Basic Instructions concerning rental cars from the regulatory authority.

In this case, if the renter is the driver, the renter shall present their own driver's license, and submit a copy thereof in the case it is requested by the Company; however, if the renter differs from the driver, the renter shall present the driver's license of the driver, and submit a copy thereof in the case it is requested by the Company.

- \* The Basic Instructions from the regulatory authority refer to 2.(10) and (11) in the Instruction of the Director of the Road Transport Bureau of the Ministry of Land, Infrastructure and Transport, "Basic Instructions Concerning Rental Cars" (Automobile Travel No. 138 dated June 13, 1995).
- \* Driver's license refers to the driver's license of Appended Form No. 14 in Article 19 of the Ordinance for Enforcement of the Road Traffic Act, among the driver's licenses prescribed in Article 92 of the Road Traffic Act.

In addition, international driver's licenses and foreign driver's licenses as specified in Article 107-2 of the Road Traffic Act shall be accepted as driver's licenses.

- 4. In concluding the rental contract, the Company may request the renter or driver to submit identifying documents in addition to the driver's license, and may make copies thereof.
- 5. In concluding the rental contract, the Company shall request the renter or the driver to submit their mobile phone number, etc.
- 6. In concluding the rental contract, the Company may designate the means of payment that the renter can use, such as cash, credit card, etc.

# Article 9 (Refusal to sign Rental Contract)

If any of the following items pertains to the renter or the driver, a rental contract will not be concluded.

- (1) If a driver's license, which is necessary for the rental, is not presented.
  - (2) If he/she is considered to be under the influence of alcohol.
- (3) If he/she is considered to show symptoms of being under the influence of narcotic drugs, stimulant drugs, thinner, etc.
- (4) If he/she will be accompanied with a child under the age of six without a child safety seat in the car.
- (5) If he/she is considered to be a member of, or related to, a crime syndicate or crime-related syndicate, or is deemed to belonging to other anti-social organization.
- 2. If any of the following items pertains to the renter or the driver, the Company may refuse to

conclude the renal contract.

- (1) If the driver designated at the time of the reservation differs from the driver at the time of the conclusion of the rental contract.
- (2) If he/she has been in arrears for the rental fee payment for any previous rental.
- (3) If he/she has committed any of the acts listed in the items of Article 17 during any previous rental.
- (4) If, for any previous rental (including rentals with other car rental companies), he/she went into arrears for the payment of costs stated in paragraph 5 of Article 18, or committed any of the acts listed in the first paragraph of Article 23.
- (5) If, for any previous rental, auto insurance coverage was denied due to his/her violation of the Rental Agreement or the insurance policy.
- (6) In other cases where the Company considers the rental to be inappropriate.
- 3. In the cases of the immediately preceding two paragraphs, if a reservation has been made between the Company and the renter, the reservation shall be considered as canceled due to reasons of the renter, and the renter shall pay a reservation cancelation fee while the Company shall return the previously received application fee for reservation to the renter, pursuant to paragraph 3 of Article 4.

# Article 10 (Completion of Rental Contract, etc.)

The rental contract shall take effect when the renter has signed the rental contract and paid the rental rate to the Company and the Company has delivered a rental car (including accessories: the same to be applied hereinafter) to the renter.

In this case, the previously received application fee for reservation shall be applied as part of the rental fee.

2. The delivery mentioned in the immediately preceding paragraph shall take place at the place and starting date and time of rental prescribed in the first paragraph of Article 2.

### Article 11 (Rental Rate)

The rental rate shall be the total of the following amounts, and the Company shall show each amount or a corresponding calculation reason for each on the price list.

- (1) Basic rate
- (2) Deductible compensation rate
- (3) Special equipment rate
- (4) One-way rate
- (5) Fuel rate
- (6) Vehicle assignment and pick-up rate
- (7) Other rates
- 2. The basic rate shall be the rate in effect at the time of rental of the rental car though the notification to the Chief of the Regional Transport Bureau Branch, (in Hyogo Prefecture, to the Director of the Hyogo Land Transport Division of the Kobe Transport Administration Division; in Okinawa Prefecture, to the Director of the Land Transport Office of the Okinawa General

Bureau; and the same applied hereinafter).

3. If the Company revises the rental rate after the completion of the reservation prescribed in the Article 2, the lower of either the rental rate at the time of reservation or the rate at the time of the rental shall be applied.

### Article 12 (Change of Rental Conditions)

When changing the rental conditions specified in the first paragraph of Article 8 after the conclusion of the rental contract, the renter must obtain the consent of the Company.

However, the Company may not accept the change if that change in rental conditions interferes with its rental operations.

## Article 13 (Inspection and Maintenance, and Confirmation)

The Company shall conduct inspections prescribed in Article 47-2 (Daily Inspection and Maintenance) and Article 48 (Regular Inspection and Maintenance) of the Road Transport Vehicle Act, and shall rent properly maintained rental cars.

- 2. The renter or the driver shall confirm that the inspection and maintenance prescribed in the immediately preceding paragraph has been conducted, and that the rental car has not been ill-serviced, by inspecting the exterior appearance of the vehicle and accessories on the basis of the separately specified inspection form, and that the car meets the rental conditions.
- 3. If a fault in maintenance is discovered as a result of the confirmation prescribed in the immediately preceding paragraph, the Company shall immediately conduct the necessary maintenance, etc.

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

When delivering a rental car, the Company shall issue to the renter or the driver a designated rental certificate with such contents as specified by the Chief of the Regional Transport Bureau Branch.

- 2. The renter or the driver, during the use of the rental car, shall carry the rental certificate issued in accordance to the immediately preceding paragraph.
- 3. If the renter or the driver loses the rental certificate, he/she shall immediately notify the Company of the loss thereof.
- 4. When returning the rental car, the renter or the driver shall return the rental certificate to the Company.

# Chapter 4

Use of Vehicle

# Article 15 (Management Responsibilities of Renter)

The renter or the driver shall use and store the rental car with the dutiful care of good custodian from the time of the delivery of the rental car until its return to the Company (hereinafter referred to as "during the period of use").

### Article 16 (Daily Inspection and Maintenance)

The renter or the driver must perform the daily inspection and maintenance of the rental car during the period of use as prescribed in the Article 47-2 of the Road Transport Vehicle Act and conduct any necessary maintenance before using it every day.

#### Article 17 (Prohibited Acts)

The renter or the driver must not perform the following acts during the period of use.

- (1) Using the rental car for a motor vehicle transportation business or similar purpose without obtaining the consent of the Company or permissions based on the Road Transportation Act, etc.
- (2) Using the rental car for purposes other than the designated purpose or having it driven by any person other than the driver prescribed in the rental certificate in paragraph 3 of Article 8.
- (3) Committing any acts that infringe upon the rights of the Company, such as sub-leasing the rental car, depositing it as collateral, etc.
- (4) Forging or falsifying the automobile registration number certificates or the vehicle number plate of the rental car, or changing the original condition of the rental car by modifying or remolding it.
- (5) Using the rental car for any kinds of tests or competitions, or for pulling or pushing other vehicles, without obtaining the consent of the Company.
  - (6) Using the rental car in violation of laws and regulations or public order and morals.
- (7) Taking out any damage insurance for the rental car without obtaining the consent of the Company.
- (8) Taking the rental car outside of Japan.
- (9) Committing any other acts in violation of the rental conditions prescribed in the first paragraph of Article 8.

## Article 18 (Measures Concerning Illegal Parking, etc.)

If the renter or the driver parks the rental car illegally as prescribed in the Road Traffic Act, he/she shall immediately report to the police with jurisdiction over the location where he/she has parked illegally, and shall pay the fine for illegal parking, as well as costs for towing, storing, picking up the rental car, and other costs related to the illegal parking, as his/her own responsibility and at his/her own expense.

2. Upon receiving notification from the police of an illegally parked rental car, the Company shall inform the renter or the driver and instruct him/her to promptly relocate the rental car and report to the police with jurisdiction to handle the violation before the expiration of the rental period or by the time instructed by the Company, and the renter or the driver shall follow those instructions.

If the rental car has been relocated by the police, the Company may, at its own discretion, pick up the rental car from the police.

3. After giving the instructions in the immediately preceding paragraph, the Company shall confirm with the renter or the driver the status of handling the violation via the notice of traffic violation and payment notice, receipt, etc.

If handling of the violation cannot be confirmed, it shall repeatedly give the instructions in the preceding paragraph to the renter or the driver until the violation is settled.

Additionally, the Company shall request the renter or the driver to sign a document prescribed by the Company, in which he/she acknowledges the fact of illegal parking and that he/she will report to the police and follow the legal procedures (hereinafter referred to as "acknowledgement statement") as a violator, and the renter or the driver is bound to this request.

- 4. The renter and the driver shall agree that the Company, if it is deemed necessary, may provide the police with the cooperation necessary to pursue responsibility related to the illegal parking, by submitting documents containing personal information such as the acknowledgement statement and the rental certificate, and may take necessary legal actions which include submitting documents such as the letter of explanation prescribed in paragraph 6 of Article 51-4 of Road Traffic Act to the Public Safety Commission, and the acknowledgement statement, as well as the rental certificate, etc. and reporting the facts, etc.
- 5. If the Company has received a payment order for the illegal parking fine prescribed in the first paragraph of Article 51-4 of Road Traffic Act, paid the fine for the illegal parking, or if it has borne the expenses required to search for the renter or the driver, or the expenses required for the towing, storage, and pickup, etc. of the vehicle, then the Company shall charge the renter or the driver the amount listed below (hereinafter referred to as "expenses related to illegal parking").

In such a case, the renter or the driver shall pay the expenses related to illegal parking by the date specified by the Company.

- (1) Amount corresponding to the fine for illegal parking
- (2) Parking violation penalty fee prescribed separately by the Company
- (3) Expenses required for search, movement, storage, and pickup of the vehicle, etc.
- 6. In the case that the renter or the driver should pay the fine related to illegal parking, etc., as prescribed in the first paragraph, if he/she does not follow the instructions by the Company to handle the violation on the basis of paragraph 2, or the request by the Company to sign the acknowledgement statement on the basis of paragraph 3, then the Company shall charge the renter or the driver a penalty for illegal parking prescribed separately by the Company (referred to "penalty for illegal parking" in the next paragraph) in order to apply it to the fine for illegal parking and the forfeit for illegal parking prescribed in paragraph 5.
- 7. After the renter or the driver has paid the penalty for illegal parking to the Company pursuant to the immediately preceding paragraph and the illegal parking fine payment order is revoked, if the Company receives a refund of the fine because the renter or the driver has paid the fine related to that illegal parking, because public prosecution has been instituted against him/her, or for other reasons, then the Company shall return to the renter or the driver only the amount corresponding to the fine for illegal parking of the previously received expenses related to illegal parking.

## Chapter 5

### Return of Vehicle

## Article 19 (Renter's Responsibility for Returning Vehicle)

The renter or the driver shall return the rental car to the Company at the designated place of return by the expiration time of the rental period.

- 2. If the renter or the driver fails to comply with the immediately preceding paragraph, he/she shall compensate for any and all damages caused to the Company.
- 3. If the renter or the driver is unable to return the rental car within the rental period due to force majeure, such as a natural disaster, etc., he/she shall notify the Company without delay and follow the instructions given by the Company.

In such a case, he/she shall not be liable for any damages against the Company staff.

# Article 20 (Return Check, etc.)

The renter or the driver shall return the rental car along with its accessories in the presence of the Company.

In this case, he/she shall return the vehicle in the same condition as when it was first delivered, except for normal deterioration and wear.

- 2. Before returning the rental car, the renter or the driver shall confirm that there are no personal effects of the renter, the driver or his/her fellow passengers left inside the rental car. The Company shall not bear any obligation for the custody of such personal effects after the rental car has been returned.
- 3. In case there is an outstanding balance of the rental rate, etc., the renter must settle that payment by the time of the rental car return.

## Article 21 (Rental Rate When Rental Period Is Changed)

In the case that the rental period is changed on the basis of Article 12, the renter or the driver shall pay the rental rate corresponding to the changed rental period.

2. If the renter or the driver returns the rental car after extending the rental period without obtaining the consent of the Company as prescribed in Article 12, he/she shall pay a penalty equal to twice the rate corresponding to the extra hours of the rental period, in addition to the rate prescribed in the immediately preceding paragraph.

## Article 22 (Place of Return, etc.)

If the renter or the driver changes the designated place of return on the basis of Article 12, he/she shall bear the expenses required for forwarding the vehicle due to the change of the place of return.

2. In the case that the renter or the driver returns the rental car to a place other than the designated place of return without obtaining the consent of the Company as prescribed in Article 12, he/she shall pay twice the amount of the forwarding expenses as a penalty for changing of the place of return.

#### Article 23 (Measures Taken for Not-return)

In case that the renter or the driver has not returned the rental car to the designated place of return despite the expiration of the rental period, and that he/she does not respond to the Company's request for return, or in case that the rental car is deemed to be unreturnable because the whereabouts of the renter is unknown, etc., then the Company shall take legal action such as filing a criminal complaint, etc.

- 2. In the case of the immediately preceding paragraph, the Company shall take necessary measures such as inquiring of the renter's or the driver's family, relatives, employer, etc., or utilizing the vehicle locating system, in order to confirm the whereabouts of the rental car.
- 3. In the case under the purview of the first paragraph, the renter or the driver shall bear any and all expenses required to repossess the rental car and search for the renter or the driver, as well as shall be liable for the damages caused to the Company, as prescribed in Article 28.

### Chapter 6

Breakdown, Accident, Theft, etc.

### Article 24 (Measures Taken for Breakdown)

If an abnormality or a breakdown in the rental car is found during the period of use, the renter or the driver shall immediately stop driving, notify the Company or the point of contact designated by the Company, and follow the instructions thereof.

# Article 25 (Measures Taken for Accident)

If an accident involving the rental car occurs during the period of use, the renter or the driver shall immediately stop driving, and take the following measures in addition to the legally required measures, irrespective of the seriousness of the accident.

- (1) Immediately report the circumstances of the accident, etc. to the Company or the point of contact designated by the Company, and follow the instructions thereof.
- (2) If the rental car is to be repaired on the basis of the instructions in the immediately preceding item, have the repairs done at the Company's shop or at a shop designated by the Company except as otherwise approved by the Company.
- (3) Cooperate with the Company and the insurance companies under contract to the Company in the investigation of the accident, and submit requested documents without delay.
- (4) Obtain the prior consent of the Company before reaching a settlement or other agreement with the other party involved in the accident.
- 2. In addition to taking the measures specified in the immediately preceding paragraph, the renter or the driver shall handle and settle the accident on his/her own responsibility.
- 3. The Company shall give advice to the renter or the driver regarding the handling of the accident, and shall cooperate in settling it.

#### Article 26 (Measures Taken for Theft)

If the rental car is stolen or damaged during the period of use, the renter or the driver shall take the following measures.

- (1) Immediately report the matter to the nearest police station.
- (2) Immediately report the damage conditions, etc. to the Company or the point of contact designated by the Company and follow the instructions thereof.
- (3) Cooperate with the Company and the insurance companies under contract to the Company in the investigation of the theft and other damages, and submit requested documents without delay.

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

If the rental car becomes unusable during the period of use due to breakdown, accident, theft or other troubles (hereinafter referred to as "breakdown or other trouble"), the rental contract shall be terminated.

- 2. In the case of the immediately preceding paragraph, the renter or the driver shall bear the expenses required for the pickup, repair, etc. of the rental car, while the Company shall not return the previously received rental rate, provided the breakdown or other trouble is not due to any of the reasons specified in paragraph 3 and paragraph 5.
- 3. If the breakdown or other trouble is due to a defect existing before the vehicle was rented, the renter may be offered a substitute rental car by the Company.

Paragraph 2 of Article 5 shall apply mutatis mutandis to the conditions for providing a substitute rental car.

4. If the renter is not provided the substitute rental car mentioned in the immediately preceding paragraph, the Company shall return the full amount of the previously received rental rate.

The same shall apply when the Company is unable to offer a substitute rental car.

- 5. If the breakdown or other trouble occurred due to a reason ascribable to neither the driver nor the Company, the Company shall return to the renter the amount of the previously received rental rate minus the amount of the rental rate for the period from the start of the rental to the termination of the rental contract.
- 6. Except for such measures as specified in this Article, neither the renter nor the driver may make any claims, except for those prescribed in this Article, against the Company, with regard to any damages resulting from not being able to use the rental car.

### Chapter 7

**Indemnification and Compensation** 

## Article 28 (Indemnification and Compensation for Business)

If the renter or the driver has caused any damage to a third party or the Company during the period of use, he/she shall indemnify the Company or the third party for that damage, unless the damage was due to a reason ascribable to the Company.

2. If the damages incurred to the Company mentioned in the immediately preceding paragraph involve an accident, theft, breakdown due to a reason ascribable to the renter or the driver, defacement or a foul odor left in the rental car, etc., which result in the Company being unable to utilize the rental car, such damages shall be calculated in accordance with the non-operation charge specified in the rate table, and the renter or the driver shall immediately pay that charge.

# Article 29 (Insurance and Compensation)

If the renter or the driver is liable for damages specified in the first paragraph of Article 28, insurance money up to the following limits shall be paid from the casualty insurance contract concluded by the Company for the rental car or other compensation schemes specified by the Company, unless such damages fall under an exemption in the insurance policy conditions.

- (1) Compensation for personal damage: Unlimited per person (including compulsory automobile liability insurance)
  - (2) Compensation for property damage: Unlimited per accident (deductible of JPY 50,000)
- (3) Compensation for vehicle damage: Up to market value per accident (deductible of JPY 50,000, but JPY 100,000 for buses/large-sized trucks)
- (4) Compensation for personal injury: Up to JPY 30,000,000 per person
- 2. The insurance money specified in the immediately preceding paragraph shall not be paid if the accident has not been reported to the police and the Company, or if the renter or the driver has breached this Agreement.
- 3. The renter or the driver shall bear the cost of damage for which insurance money is not paid or damage exceeding the amount of insurance money to be paid on the basis of the provisions in the first paragraph.
- 4. If the Company has paid the cost of damage to be borne by the renter or the driver, he/she shall immediately reimburse the Company for that cost.
- 5. The cost of damage corresponding to the deductible of the insurance money specified in the first paragraph shall be borne by the Company if the renter has paid a deductible compensation fee to the Company in advance, except for the deductible of the vehicle in the case of a single-car accident.

It shall be borne by the renter or the driver if he/she has not paid a deductible compensation fee in advance.

6. The amount corresponding to the insurance fee of the casualty insurance contract prescribed in the first paragraph shall be included in the rental rate.

#### Chapter 8

Cancellation of Rental Contract

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

If the renter or the driver has breached this Agreement during the period of use, or if he/she has fallen under any of the items specified in the first and second paragraphs of Article 9, the Company may cancel the rental contract without any notice or formal demand and may request immediate return of the rental car.

In such a case, the Company shall not return the previously received rental rate to the renter.

### Article 31 (Cancellation before Maturity)

The renter may cancel the rental contract during the period of use by obtaining the consent of the Company.

In such a case, the Company shall return to the renter the balance of the previously received rental rate minus the amount of the rental rate for the period from the start of the rental to the return of the rental car.

2. When the renter cancels the rental contract as described in the immediately preceding paragraph, the renter shall pay to the Company the following cancellation fee.

Cancellation fee = {(Basic rate corresponding to the period of rental contract) - (Basic rate corresponding to the period from start of the rental to the return of the vehicle)} x 50%

Chapter 9

Personal Information

Article 32 (Use of Personal Information)

The Company shall acquire and use the personal information of the renter or the driver for the following purposes.

- (1) To perform the duties of the business enterprise with business license of rental car pursuant to the first paragraph of Article 80 of the Road Transportation Act, such as the preparation of rental certificates at the time of conclusion of rental contracts.
  - (2) To identify and screen the rental applicant or the driver in concluding a rental contract.
- (3) To notify the renter or the driver through printed advertising materials, telephone, e-mail, etc. in regards to products, services, campaigns, various events, etc. handled by the Company.
- (4) To conduct surveys of the renter or the driver for the purpose of developing products or services, studying measures for improving customer satisfaction, etc.
- (5) To collect and analyze personal information statistically for the purpose of forming statistical data after processing it into a form in which an individual cannot be identified or observed.

In the case the Company acquires personal information about the renter or the driver for a purpose not specified in any of the items of the first paragraph, it shall clarify the purpose of its use in advance.

Article 33 (Consent for Registration and Use of Personal Information)

The renter or the driver shall agree to the Company's use of his/her personal information for the purposes specified in Article 32.

2. The renter or the driver shall agree that information related to the leasing of a rental car, such as type of vehicle used, purpose of use, starting date and time of rental, etc., and personal information such as the name, address, etc. of the renter or the driver shall be provided to the following parties.

(Parties to which information is provided and purpose of its use)

Rentas Co., Ltd., which is the franchiser headquarters of this rental car business, and franchisees which have concluded information contracts with Rentas Co., Ltd.

To control reservations and operation, respond to accidents, and provide business-related information regarding products and services to the renter or the driver.

Rentas Co., Ltd. and the reservation center companies and Web-member administrative

companies which have concluded information contract with Rentas Co., Ltd.

To control reservations and operation, respond to accidents, and conduct surveys of the renter or the driver regarding the Company's customer response for the purpose of planning and developing products, studying measures for improving customer satisfaction, etc.

3. The renter or the driver may request disclosure of his/her personal information. In case personal information held by the Company should be incorrect or wrong, the Company shall agree to correct or delete it without delay.

## Chapter 10

Miscellaneous Provisions

## Article 34 (Offsetting Mutual Obligations)

If the Company bears monetary obligations to the renter or the driver on the basis of this Agreement, it may offset such monetary obligations with the monetary obligations of the renter or the driver due the Company at any time.

## Article 35 (Consumption Tax)

The renter shall pay to the Company the consumption tax that is levied on transaction under this Agreement.

# Article 36 (Late Charges)

If in default of the performance of monetary obligations under this Agreement, the renter or the driver and the Company shall pay to the other party late charges at an interest rate of 14.6% per annum.

## Article 37 (Detailed Regulations)

The Company may set detailed regulations separately to this Agreement. Such detailed regulations shall have the same effect as this Agreement.

2. If the Company sets detailed regulations separately, it shall post a notice thereof at the stores of the Company, and shall announce them in pamphlets published by the Company and on its webpages.

The same applies when the detailed regulations are revised.

### Article 38 (Agreement Jurisdictional Court)

If any disputes arise regarding the rights and obligations based on this Agreement, the court having jurisdiction over the head office, branches or stores of the Company shall be the agreement jurisdictional court, regardless of the amount sued.

In the event of any discrepancy of the Terms and Conditions between the Japanese version and the English translation, the Japanese version shall prevail.

Supplementary Provision (timing of implementation) This "Agreement" shall take effect on December 20, 2008.

Supplementary Provision (timing of implementation) These revised provisions shall take effect on March  $16,\,2011$ 

Supplementary Provision (timing of implementation) These revised provisions shall take effect on February 17, 2014.