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 **SUPER GT**
ONLINE CHARITY AUCTION

BH AUCTION
OFFICIAL PARTNER 

BH AUCTION Co., Ltd. Online Auction Terms of Use

Ver. 1.0 June 20, 2020

Chapter I General Provisions

Article 1 (Purport)

Auctions conducted online (through a dedicated app or a webpage via the Internet) by BH AUCTION Co., Ltd. (the "Company") shall be as set forth in these terms of use in addition to those separately set forth by the Company.

Article 2 (Membership Qualification)

- 2.1 Auctions in the preceding article operated by the Company (the "Auctions") may not be attended by any person other than the members registered by the Company.
- 2.2 There shall be two types of the members mentioned in the preceding paragraph 2.1: "Exhibit Qualified Members" who are qualified to exhibit Articles at the Auctions operated by the Company and to sell by way of the Company's auction; and "Bid Qualified Members" who are qualified to bid at the Auctions.
- 2.3 Persons who intend to register as a member shall notify predetermined necessary matters using the method designated by the Company and apply for membership of the Company.
- 2.4 Any person who falls under the following items may not be a member:
- (i) Any person who suspended payment during the period of the past 5 years;
 - (ii) Any person who has been found guilty in a criminal case in the past (if the member is a legal entities, including cases where its trustees, inspectors, directors, auditors, executive officers, and other officers have been found guilty);
 - (iii) Any person who has been subject to filing for the commencement of bankruptcy, civil rehabilitation, corporate reorganization and other legal insolvency proceedings within the period of the past 5 years;
 - (iv) Any person who is recognized to be organized crime groups, organized crime group members, quasi organized crime group members, any person for whom 5 years have not yet elapsed from the date the person ceased to be an organized crime group member, quasi organized crime group members, organized crime group affiliated companies, "sokaiya" racketeer groups, groups engaging in criminal activities under the pretext of conducting political activities, religious activities, or social campaigns and crime groups specialized in intellectual crimes, or any persons analogous to the foregoing ("Antisocial Forces");
 - (v) Any person in which any persons substantially involved in its management, such as representatives, officers or persons in charge and employees are recognized to be Antisocial Forces;
 - (vi) Any person engaging in transactions with Antisocial Forces;
 - (vii) Any person who provided funds or benefits to Antisocial Forces, or any other person with a close relationship to Antisocial Forces;
 - (viii) Any person with whom corporations or other entities or individuals are prohibited or restricted from engaging in transactions, pursuant to economic sanctions or trade embargoes or other

laws and regulations of Japan, the United States of America or other countries or international institutions; or

(ix) Any other person the Company determines inappropriate as a member.

2.5 The Company may suspend or cancel members' registrations if it determines in its discretion that the members fall under any item in the preceding paragraph 2.4. Members may not claim compensation for damage thereby incurred.

Article 3 (Payment of Member Registration Fee, Registration)

3.1 The Exhibit Qualified Members shall be registered and qualified as Exhibit Qualified Members from the date on which the Company approves their enrollment as such.

3.2 The Bid Qualified Members shall pay the member registration fee separately designated by the Company to the Company and be registered and qualified as Bid Qualified Members from the date on which the Company approves their enrollment as such.

3.3 When the Bid Qualified Members intend to participate in the Auctions, they are required to be registered as members by the deadline specified by the Company for each Auction.

Chapter II Exhibit

Section 1 Exhibit of Movable

Article 4 (Exhibit of Movable)

4.1 The Exhibit of movables by the Exhibit Qualified Members shall be as set forth in this section.

4.2 The Exhibit Qualified Members may consign items held by them (the "Articles") to the Company, and sell the vehicles by way of auction in the Auctions (the "Exhibit").

Article 5 (Exhibit Application, Obligation to Apply in Good Faith)

5.1 The Exhibit Qualified Members shall submit the exhibit form in the form designated by the Company to the Company in advance if they wish to conduct the Exhibit.

5.2 In the case of submission of the Exhibit form under the preceding paragraph 5.1, after the examination, the Company shall notify the Exhibit Qualified Members of whether or not to consign the Exhibit.

5.3 In consideration of the Articles' type, model year, model, quality, condition, quantity and any and all other circumstances, the Company may, in its discretion, determine whether or not to accept the Exhibit by the Exhibit Qualified Members.

- 5.4 The Exhibit Qualified Members must describe and file in the exhibit form, the Articles' type, model year, model, quality, condition, quantity, etc. faithfully.
- 5.5 The Exhibit Qualified Members shall bear any and all responsibility incurred due to any false entry, omission of filing, error in writing and other discrepancies between the descriptions in the Exhibit form and the facts.

Article 6 (Carry-In of the Articles)

- 6.1 In the case of acceptance of the Exhibit, the Company shall designate the place and date of the carry-in of the Articles and notify the Exhibit Qualified Members.
- 6.2 In the case of notice under preceding paragraph 6.1, the Exhibit Qualified Members shall carry in the Articles at their own responsibility and cost pursuant to such notice.
- 6.3 After the Carry-In under the preceding paragraph (simply, the "Carry-In"), the exhibitor (meaning the Exhibit Qualified Member who actually makes the Exhibit; hereinafter the same) may not withdraw the Exhibit except in cases where the Company individually approves.

Article 7 (Exhibit Standards)

- 7.1 The Articles shall be owned by the exhibitor itself and must meet the purport of the Exhibit.
- 7.2 The exhibitor shall guarantee to the Company and the Successful Bidder (meaning the Bid Qualified Member in favor of whom a successful bid is determined; hereinafter the same) that the Articles fulfill all of the standards set forth in the preceding paragraph 7.1 as of the Carry-In and as of the time of delivery to the Successful Bidder. However, the foregoing shall not apply to events that cause the Exhibit Vehicles to no longer fulfill the standards due to reasons not attributable to the Company after the Carry-In.
- 7.3 In the case of violation of the guarantee in the preceding paragraph 7.2, the exhibitor shall compensate for the damage incurred that arises out of the violation of such guarantee.

Article 8 (Assessment and Determination of Exhibit)

- 8.1 In order to provide information to the Bid Qualified Members after the Carry-In of the Articles, the Company shall inspect and assess the Articles pursuant to the descriptions in the exhibit form of the exhibitor.
- 8.2 In consideration of the result of the inspection and assessment in the preceding paragraph 8.1, the Company may withdraw consignment of the Exhibit in its discretion. If the Company withdraws consignment of the Exhibit, the exhibitor shall, at its responsibility and cost, take over the Articles by the due date designated by the Company.
- 8.3 Inspection and assessment in the preceding paragraph 8.2 shall be made for the purpose of

smooth operation and efficiency of bidding in the Auctions, and shall not guarantee to the exhibitor or the Bid Qualified Members in any way, the qualities, functions or value or evaluation of the Articles.

- 8.4 The Company shall not bear any responsibility regarding the inspection and assessment in the preceding paragraph 8.3 to the members.

Article 9 (Constitution of Sale and Purchase Agreement upon Successful Bid)

- 9.1 The exhibitors consent in advance that the Sale and Purchase Agreement shall be constituted pursuant to these terms of use between the exhibitors and the Successful Bidder upon a successful bid being made in the Auctions.
- 9.2 The exhibitors shall consign to the Company in advance the receipt of the sale and purchase price from the Successful Bidder (and shall grant to the Company the right to receive the sale and purchase price on their behalf), and may not withdraw, cancel or remove this consignment regardless of the reason.
- 9.3 The exhibitors shall consent in advance that the ownership of the Articles transfers upon the receipt of the sale and purchase price if the Company receives the sale and purchase price from the Successful Bidder.
- 9.4 Conclusion of the Sale and Purchase Agreement between the exhibitor and the Successful Bidder shall be completed upon the notification of the result of the successful bid to the exhibitor and the Successful Bidder and shall not require any other method; provided, however, that, when the Company so requires, the exhibitors shall affix their names and seal impressions to the Sale and Purchase Agreement in the form separately designated by the Company, in order to acknowledge the terms of the Sale and Purchase Agreement created pursuant to paragraph 9.1.
- 9.5 The bid price and the successful bid price at the Auction shall be prices inclusive of tax, and no separate consumption tax shall be imposed thereon.

Article 10 (Contract Charge)

If the Sale and Purchase Agreement for the Articles exhibited by the exhibitors are constituted through the Auctions, such exhibitors shall pay the contract charge at the rate separately designated by the Company and consumption tax thereon to the Company.

Article 11 (Payment Price)

- 11.1 If the Articles are successfully bid on at the Auctions, the Company shall receive payment of the full amount of the Transfer Price (to be defined in Article 32, paragraph 1; hereinafter the same) from the Successful Bidder. Subject to the payment of the transfer price in full, the Company shall pay to the exhibitors, in principle, within two (2) weeks from the date on which such payment was made, the amount equivalent to the remainder obtained by deduction of the contract charge and

consumption tax thereon and settlement fee in the case where the Successful Bidder uses a credit card for settlement, bank transfer service fee and other costs out of the successful bid price (the "Payment Price").

- 11.2 The Company does not guarantee to the exhibitor, payment of the Transfer Price by the Successful Bidder.
- 11.3 If the Company delays in payment under paragraph 1 of this Article 11, the Company shall pay to the exhibitor, late charges at the statutory interest rate during the period from the due date for the Payment Price up to the date of such payment and the exhibitor may not make any other demand therefor.
- 11.4 In the case provided in the preceding paragraph 11.3, except for cases agreed to by the Company, the exhibitor may not withdraw the Exhibit of the Articles or cancel the Sale and Purchase Agreement executed between the exhibitor and the Successful Bidder, and the effect of the Sale and Purchase Agreement and the transfer of ownership thereunder shall not be prevented in any way.
- 11.5 Upon the Company receiving all or part of the Transfer Price, the relevant exhibitor will acquire the right to request delivery of the amount equal to the Payment Price within the limit of the Transfer Price so received (the "Right to Request Delivery of the Amount Equal to the Payment Price"). The Successful Bidder will not acquire the Right to Request Delivery of the Amount Equal to the Payment Price from the Company, regardless of any termination of the Sale and Purchase Agreement or other circumstances.

Article 12 (Setting of the Reserve)

- 12.1 If the Company agrees in writing with the exhibitors, the minimum successful bid price may be set for the Articles (the "Reserve"). In the case of an exhibitor who is an enterprise subject to consumption tax, it acknowledges that the Reserve is an amount inclusive of consumption tax and shall agree to the Reserve taking into account the amount of consumption tax.
- 12.2 When the Reserve is set, if the bid prices at the Auctions do not reach the Reserve, the Company may, in its discretion, continue the Auctions until the bid price reaches the Reserve or have the Auction not-constituted.
- 12.3 If the Reserve is set, and if the Company determines the successful bid at a price falling short of the Reserve, the Company shall pay to the exhibitor, the difference between the actual Payment Price pursuant to the provision in the preceding Article 11 and the amount equivalent to the Payment Price to be paid pursuant to the provision of the preceding Article 11 if the Articles were successfully bid at the same amount as the Reserve.

Article 13 (Handling of Unsold Articles)

- 13.1 If the Articles were not successfully bid, the exhibitors shall bear the obligation to take over

the Articles at the place designated by the Company within three business days from the date immediately following the date of holding the Auctions.

13.2 The provision of the preceding paragraph 13.1 shall apply mutatis mutandis in the case of cancellation of the Sale and Purchase Agreement pursuant to the provision of Article 32, paragraph 3.

Section 2 Exhibit of Vehicles

Article 14 (Exhibit of Vehicles)

The Exhibit in which the Exhibit Qualified Members exhibit vehicles (the "Exhibit Vehicles") as Articles shall be as set forth in this section as well as Section 1.

Article 15 (Registration Related Documents of the Vehicles)

The exhibitor shall deposit with the Company, simultaneous to the Carry-In of the Exhibit Vehicles, the transfer document, certificate of registered seal impression, power of attorney, certificate of registered matters, resident's card and other documents necessary for the registration of the transfer of the ownership or the registration of the erasure of the export regarding the vehicles (the "Registration Related Documents").

Article 16 (Exhibit Vehicles Standards)

16.1 The Exhibit Vehicles must conform to the standards listed below as of the Carry-In, in addition to those stipulated in Article 7, and be recognized to be maintaining the status conforming with the standards up to the delivery to the Successful Bidder. However, the foregoing shall not apply to the cases where the Company individually determines that this is unnecessary.

- (i) General driving and safe driving is possible;
- (ii) Transfer of the ownership (including procedures necessary for the transfer) is possible without any limitations;
- (iii) Not having been in an accident or be cars of inferior quality;
- (iv) Installed with working batteries;
- (v) Remaining fuel as of the Exhibit is 10 liters or above;
- (vi) The interior and exterior of the vehicles have been cleaned, and all of the equipment, etc. within the vehicles have been removed except those approved by the Company;
- (vii) Minimum and necessary tools such as spare tires and jacks have been included;
- (viii) Have the qualities and functions as described in the exhibit form;
- (ix) All of the documents necessary for the registration of the transfer of the ownership of the Exhibit Vehicles have been deposited with the Company;
- (x) In the case of vehicles subject to the "Ferrari Classiche" certification, having been certified genuine; and
- (xi) Satisfy other standards separately specified by the Company.

16.2 The exhibitor shall guarantee to the Company and the Successful Bidder that the Exhibit Vehicles fulfill all of the standards set forth in the preceding paragraph 16.1 as of the Carry-In and as of the time of delivery to the Successful Bidder. However, the foregoing shall not apply to events that cause the Exhibit Vehicles to no longer fulfill the standards due to reasons not attributable to the Company after the Carry-In.

16.3 In the case of violation of the guarantee in the preceding paragraph 16.2, the exhibitor shall compensate for the damage incurred that arises out of the violation of such guarantee.

Article 17 (Maintenance Fees of the Vehicles)

17.1 If the Company determines maintenance of exhibited vehicles to be necessary, the Company may maintain and clean (the "Maintenance") the Exhibit Vehicles within a reasonable scope for the purpose of the Exhibit to the Auctions.

17.2 If the Company has conducted the Maintenance, the Company may claim expenses required for the Maintenance from the exhibitor.

Article 18 (Removal of Equipment, Etc. upon the Exhibit)

18.1 Upon the Carry-In, except for those approved by the Company, the exhibitor shall remove all movables within the vehicles (excluding attachments to the vehicles) and ownership of any left items shall be deemed to have been waived.

18.2 The Company may voluntarily remove and dispose of left items in its discretion, and shall not bear any responsibility regarding removal and disposal. If excessive expenses are required for the disposal of left items, the Company may claim such expenses from the exhibitor.

Section 3 Exhibit of Rights

Article 19 (Exhibit of Rights)

In the case where the Exhibit Qualified Members exhibits their rights as Articles, the Exhibit shall be subject to the rules separately designated by the Company and shall also be subject, mutatis mutandis, to the provisions of Section 1, unless the provisions contravene the nature thereof.

Chapter III Bid

Section 1 Bid of Movables

Article 20 (Bid of Movables)

The bid in the case where movables are exhibited as Articles shall be as set forth in this section.

Article 21 (Qualification, Auction Participation)

Pursuant to the provision of this Chapter III, the Bid Qualified Members may participate in the Auctions and successfully bid the Articles.

Article 22 (Obligation to Confirm the Articles)

- 22.1 Before holding an Auction, the Company shall set up an opportunity for the Bid Qualified Members to confirm the actual Articles on the date and at the place designated by the Company.
- 22.2 Upon the bid of the Articles by the Bid Qualified Members, the Bid Qualified Members shall confirm the actual Articles on their own on the opportunity in the preceding paragraph 22.1 without fail, and sufficiently confirm the details of the description of the exhibit form and the status of the Articles.
- 22.3 Whenever necessary, the Bid Qualified Members shall, at their own cost, implement inspections by experts appointed by themselves, to an extent not prohibiting the operation of the Auctions, and confirm the reliability of the information regarding the Articles' ownership attribution, genuineness, features, production period, source of procurement, repair status, etc.

Article 23 (Exemption Regarding Information Provision)

- 23.1 The Company may provide information held by the Company regarding the Articles to the Bid Qualified Members. However, regardless of whether the information was provided by the exhibitor or the information obtained by the Company from the inspection and assessment, the Company shall not bear any responsibility regarding the details of such information.
- 23.2 The results obtained by the inspection and assessment in preceding paragraph 23.1 may be provided to the Bid Qualified Members for the efficiency of the bid. However, the Exhibit Qualified Members may not make any objections or claims in any sense regarding the details of such provided information.

Article 24 (Conformity with Laws and Regulations)

The Company is not aware whether the Articles conform to the laws and regulations of each country whether in or outside Japan, and shall not bear any responsibility except as otherwise set forth in these terms of use. The Bid Qualified Member shall confirm at its own responsibility and cost before making a successful bid, that the status of the Articles meet the regulations of the countries into which the Bid Qualified Member intends to import the vehicles, and other conformity with the regulations of such countries.

Article 25 (Auction Methods)

- 25.1 The Auctions shall be conducted in the manner of auction adopted by the Company. The Bid Qualified Members shall bid online (through a dedicated app or a webpage via the Internet) pursuant to the Company's auction methods.
- 25.2 In an Auction for which the Company designates the deadline, the Bid Qualified Members may bid in advance by the day immediately preceding the Auction deadline ("Advance Bid"). In such case, the Bid Qualified Members may not withdraw or remove the Advance Bid regardless of the reason.

Article 26 (Exemption Regarding Bid)

The Bid Qualified Members acknowledge that there may be cases where the bid cannot be made, delayed, etc. due to disability of communication, delay, congestion or failure of the Internet, a server, app, etc. or any other reason. The Company shall not bear any responsibility for the inability, delay, etc. of the bid.

Article 27 (Bid Currency Standards)

The currency standards for the bid shall be Japanese yen. For the convenience of the bid, the Company may indicate currencies of each country. However, the appropriateness of the exchange values as of the time of such indication shall be confirmed by the Bid Qualified Members, and the Company shall not make any guarantee regarding the accuracy of the details of the indication.

Article 28 (Determination of Successful Bid Price and Conclusion of Contract)

- 28.1 The successful bid price shall be the final price of the auction in the Company's auction method, and the Company shall determine the successful bid.
- 28.2 If the Company determines a successful bid, the Sale and Purchase Agreement shall be executed at the successful bid price between the Successful Bidder and the exhibitor as of the determination of the successful bid.
- 28.3 The determination of the successful bid in the preceding two paragraphs shall be made even in cases where the auction final price falls short of the price of the Reserve. In such case, the Company shall make payment to the exhibitor pursuant to Article 12, paragraph 3.
- 28.4 Conclusion of the Sale and Purchase Agreement between the exhibitor and the Successful Bidder shall be completed upon the notification of the result of the successful bid to the exhibitor and the Successful Bidder and shall not require any other method; provided, however, that, when the Company so requires, the Successful Bidder shall affix its name and seal impression to the Sale and Purchase Agreement in the form separately designated by the Company, in order to acknowledge the terms of the Sale and Purchase Agreement created pursuant to paragraph 28.2.
- 28.5 The bid price and the successful bid price at the Auction shall be prices inclusive of tax, and no separate consumption tax shall be imposed thereon.

28.6 The Successful Bidder shall pay the full amount of the successful bid price and may not be exempted from the payment of the amount equivalent to consumption tax even if it exports the Articles.

Article 29 (The Company's Responsibility)

29.1 The Company is not a party to the Sale and Purchase Agreement set forth in the preceding Article 28, and shall not bear any responsibility regarding the Sale and Purchase Agreement (including, but not limited to responsibility regarding the attribution of the ownership of the Articles, malfunctions, damage and other non-conformity to the agreement of the Articles).

29.2 The Successful Bidder shall directly resolve with the exhibitors, any claims regarding the exhibitors' responsibility regarding the Articles, and shall not make any objections, or claims, or file any lawsuits against the Company.

29.3 The Successful Bidder may not, due to any cause attributable to the exhibitor regarding the Articles, set-off the price payment obligations and the successful bid fees payment obligation, nor claim reduction of prices, or refuse performance by defense of simultaneous performance or other claims. Regardless of the reason, the Successful Bidder must actually pay the full amount of the price and successful bid charges.

Article 30 (Export and Transport of Articles)

30.1 If the Successful Bidder wishes to transport the successfully bid Articles outside Japan, the Successful Bidder shall transport the Articles outside Japan at their own responsibility and cost. The Successful Bidder shall transport Articles at their own responsibility and cost after acknowledging that there may be cases where the transport of successfully bid Articles may not be permitted depending on the transport destinations, and that there may be cases where procedures will be necessary upon transport, and that there may be cases of imposition of taxes such as customs.

30.2 The Company may introduce enterprises that provide transportation services to the Successful Bidders for the convenience of the Successful Bidders who wish to transport the Articles. However, the Successful Bidders shall determine at their own responsibility, whether or not to use such enterprises, and the Company shall not bear any responsibility therefor.

Article 31 (Successful Bid Fees)

When Articles are successfully bid for at the Auctions, the Successful Bidders shall pay the Company successful bid fees at the rate separately designated by the Company, together with the consumption tax thereon.

Article 32 (Settlement)

32.1 The Successful Bidder shall pay the total of the successful bid price, and the successful bid fees and the consumption tax thereon (the "Transfer Price"), using the method separately designated by

the Company, by the due date separately designated by the Company.

- 32.2 The ownership of the successfully bid Articles shall pass to the Successful Bidder upon the full payment of the Transfer Price.
- 32.3 If the Successful Bidder fails to make the payment under paragraph 1, the successful bid shall be no longer valid, and the Sale and Purchase Agreement between the exhibitor and the Successful Bidder shall be deemed to have been immediately terminated without any demand for cure. In such case, the Company may claim against the Successful Bidder any and all damages that the Company may incur, including any lost profit.

Article 33 (Delivery of the Articles)

- 33.1 After confirming the full payment of the Transfer Price from the Successful Bidder, the Company shall deliver the Articles to the Successful Bidder on the date, at the time, and in the manner designated by the Company.
- 33.2 If the Company has completed preparing the delivery of the Article but the delivery does not occur on the date, at the time, and in the manner designated by the Company, and the Company is required to continue to keep the Article, the Successful Bidder shall pay fees at the rate of 3% of the successful bid price (including taxes) per day, in addition to the expenses incurred by keeping the relevant Article.
- 33.3 If the delivery under the preceding paragraph does not occur for a certain period of time, the Company may deem that the Successful Bidder has waived its ownership of the Article, and dispose of the Article at its discretion.

Section 2 Bid of Rights

Article 34 (Bid of Rights)

The Bid in which rights are exhibited as Articles shall be subject to the rules separately designated by the Company and shall also be subject, mutatis mutandis, to the provisions of Section 1, unless the provisions contravene the nature thereof.

Chapter IV Miscellaneous Provisions

Article 35 (No Assignment of Rights or Obligations)

- 35.1 Neither the Exhibit Qualified Members nor the Bid Qualified Members shall assign or provide as security to any third party, or permit any third party to assume, their rights, obligations or status hereunder.
- 35.2 Neither the exhibitors nor the Successful Bidders shall assign or provide as security to any third party, or permit any third party to assume, their rights, obligations or status under the Sale and Purchase Agreement for the Articles.

Article 36 (Consignment of Service)

The Company may consign all or part of its service that it provides hereunder to any third parties.

Article 37 (Prohibited Acts)

- 37.1 No member shall engage in any of the following acts:
- (i) Attempting to raise, whether itself or through any third party, or cooperating in raising, the successful bid price; or otherwise obstructing the fair price formation in the Auctions;
 - (ii) Allowing any third party to use its name in the Exhibit or successful bid, or otherwise falsifying the identity of the principal of transaction;
 - (iii) Directly transacting, consulting or negotiating with, or otherwise contacting, any interested person related to the Auctions, without intermediation by the Company;
 - (iv) Obstructing the normal operation, or disrupting the order, of the Auctions; or
 - (v) Otherwise breaching these terms of use.
- 37.2 The Company may suspend or revoke the membership registration if a member engages, or there is a good reason to suspect that a member has engaged, in any of the acts set forth in the preceding paragraph. In such case, the member shall not be entitled to claim compensation for damage against the Company.

Article 38 (Compensation for Damage)

A member shall compensate the Company for any damage that the member may cause to the Company as a result of engaging in any of the prohibited acts set forth in the preceding Article, or through intentional misconduct or negligence.

Article 39 (Indemnity Regarding the Articles)

- 39.1 The Company (including any persons who cosponsor, sponsor, or support the Auctions, persons who provide or construct the venue of the Auctions, persons to whom the Company consigns all

or part of the holding of the Auctions, the Maintenance of the Articles or other services, and other related persons; hereinafter the same in this Article 39) shall, regardless of the legal construction, not be held liable in any way whatsoever for any damage that may be caused to the Exhibit Vehicles after the Carry-In of the Articles due to an incident in the venue of the Auctions, an incident during the Carry-In or carry-out of the Articles to or out of the venue of the Auctions, or any other cause, and the members acknowledge the foregoing in advance. However, this provision does not apply if there is intentional misconduct or gross negligence on the part of the Company.

39.2 Notwithstanding the preceding paragraph, any liability for compensation for damage for the Articles owed by the Company shall be limited to the successful bid price if the relevant Article has been successfully bid, or otherwise to the market price of the relevant Article and the Company has no liabilities exceeding the foregoing.

Article 40 (Indemnity Regarding the Provision of Service)

The Company does not warrant the implementation of the Auctions to any member, and the Company shall not be held liable to compensate any damage incurred by any member due to cancellation or interruption of, or delay in, the Auctions, or other cause, regardless of the manner of the member's participation in the bid or for any reason.

Article 41 (Handling of Personal Information)

41.1 In obtaining personal information from a member, the Company shall disclose to the member the purpose of use of its personal information, whether it will be provided to any third party, and other relevant information in advance.

41.2 The Company shall duly manage any personal information provided by a member in accordance with the laws and regulations related to personal information.

41.3 The Company shall not disclose or provide personal information to any third party, except in any of the following cases:

- (i) The relevant member consents;
- (ii) The Company consigns all or part of the service related to the handling of personal information (in such case, the Company shall use efforts to properly supervise the consignee, such as entering into an agreement for personal information protection with the consignee);
- (iii) The Company discloses or provides personal information in a condition where no members can be identified, such as statistic data;
- (iv) Disclosure or provision is required under any law or regulation; or
- (v) Disclosure or provision is required to protect human life or body, or property, and it is difficult to obtain the relevant member's consent.

Article 42 (Governing Law)

42.1 These terms of use and the service hereunder shall be governed by, and construed in accordance

with, Japanese law.

42.2 The Sale and Purchase Agreement between the exhibitor and the bidder shall be governed by, and construed in accordance with, Japanese law.

Article 43 (Exclusive Jurisdiction by Agreement)

Any lawsuit that may arise between any member and the Company, or between any member and another member in connection with these terms of use or the Auctions shall be brought to the Tokyo District Court as the agreed upon court of exclusive jurisdiction for the first instance.

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Regulations Regarding SUPER GT Online Charity Auction

Article 1 (Purport)

These Regulations set forth special provisions for BH AUCTION Co., Ltd. Online Auction Terms of Use (the "Terms") regarding SUPER GT Online Charity Auction held by BH AUCTION Co., Ltd. (the "Company").

Article 2 (Special Provisions Regarding the Exhibit)

- 2.1 Notwithstanding the provisions of Article 10 of the Terms, the exhibitor shall not be required to pay the contract charge and consumption tax thereon.
- 2.2 Notwithstanding the provisions of Article 11 of the Terms, the Company shall donate the full amount of the Payment Price to Donations for Emergency Support in Response to Spread of New Coronavirus of The Nippon Foundation and shall not be required to pay to the exhibitor. The exhibitor shall entrust the Company to conduct acts necessary for the donations and may not withdraw, cancel or remove the entrustment regardless of the reason.
- 2.3 The provisions of Article 12 of the Terms shall not apply.
- 2.4 The provisions of paragraphs 2 and 3 of Article 7 of the Terms shall not apply.
- 2.5 In addition to those stipulated in the preceding paragraph and notwithstanding the provisions of the Terms, the exhibitor shall not bear any responsibility regarding the Articles except for cases of any willful act or gross negligence of the exhibitor.

Article 3 (Special Provisions Regarding Bid)

- 3.1 Notwithstanding the provisions of paragraph 2 of Article 3 of the Terms, the Bid Qualified Members shall not be required to pay the bid registration fee.
- 3.2 The unit of bid shall be as follows and shall also apply to the Advance Bid.

(i) Less than 10,000 yen	500 yen
(ii) 10,000 yen or more but less than 100,000 yen	1,000 yen
(iii) 100,000 yen or more but less than 1 million yen	5,000 yen
(iv) 1 million yen or more	10,000 yen
- 3.3 Notwithstanding the provisions of Article 31 of the Terms, the Successful Bidder shall not be required to pay the successful bid fees and consumption tax thereon.
- 3.4 Notwithstanding the fact that the provisions of paragraphs 2 and 3 of Article 7 of the Terms shall not apply and notwithstanding the provision of the Terms, the Bid Qualified Members shall bid with the understanding that the exhibitor shall not bear responsibility regarding the Articles except for cases of any willful act or gross negligence of the exhibitor. Notwithstanding the fact that the provisions of paragraphs 2 and 3 of Article 7 of the Terms shall not apply and notwithstanding the provision of the Terms, the Successful Bidder may not pursue any responsibility against the exhibitor regarding the Articles except for cases of any willful act or gross negligence of the exhibitor.

NOTE: This English translation is made for reference purpose only. In the event of discrepancy between the English translation and the Japanese original of the Terms, the Japanese original shall prevail.

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