

ORIX Auto Corporation (the “Company”) is working with SIXT to provide car rental services to certain SIXT users (the “Renter”). Please note that the Renter will be subject to, among other things, the terms and conditions provided below.

Rental Terms & Conditions

CHAPTER 1 GENERAL PROVISIONS

Article 1 (Application of the Terms and Conditions)

Under the Terms and Conditions of Rental and the Detailed Regulations (hereinafter collectively referred to as the “Entries in the Rental Guide”), the Company shall rent out a rental motor vehicle (hereinafter referred to as “Rental Vehicle”) to the Renter, and the Renter shall acknowledge and accept the Entries in the Rental Guide and receive the Rental Vehicle. When a driver designated by the Renter (hereinafter referred to as “Driver”) use the Rental Vehicle, the Renter shall ensure that the Drivers are in compliance with the provisions related to the Drivers of the Entries in the Rental Guide. Matters not provided for in the Entries in the Rental Guide shall be governed in accordance with laws or general customs.

2 The Company may enter into any special contract, provided that it is not contrary to the purpose of these Terms and Conditions and Detailed Regulations or to laws or ordinances, administrative notices, or general customs. In the event that a special contract is entered into, the terms of such special contract shall prevail over these Terms and Conditions and Detailed Regulations.

CHAPTER 2 RESERVATIONS

Article 2 (Making a Reservation)

Provided that the Renter agrees to the Terms and Conditions, the Detailed Regulations, a separately stipulated list of prices, etc., the Renter shall be entitled, by a separately provided method, to make a reservation by specifying in advance the class of the Rental Vehicle, the date and time of commencement of rental, the renting location, the rental period, the return location, the Driver, the use or non-use of child car seats or other accessories, and any other rental conditions (hereinafter referred to as “Rental Conditions”) required for renting the Rental Vehicle.

2 The Company shall comply, in principle, with a reservation, to the extent that such Rental Vehicle is in the possession of the Company, upon receipt of a reservation from the Renter. In this case, the Renter shall pay a reservation deposit separately stipulated by the Company, unless the Company expressly agrees otherwise.

Article 3 (Changing a Reservation)

In the event that the Renter wishes to change any of the Rental Conditions described

under paragraph 1 of the preceding Article, the Renter shall be obliged to obtain the consent of the Company in advance.

Article 4 (Canceling a Reservation, etc.)

The Renter may cancel the reservation with the consent of the Company.

2 The reservation shall be deemed to have been canceled if the Renter, at the Renter's own discretion, does not commence the procedure to execute an agreement for renting a Rental Vehicle (hereinafter, a "Rental Agreement") within one hour from the reserved time of commencement of the rental.

3 In the event of the preceding two paragraphs, the Renter shall pay a cancellation fee to the Company as provided separately, and the Company shall return the received reservation deposit to the Renter on the condition that the cancellation fee has been paid.

4 The Company shall return the received reservation deposit to the Renter and shall pay a penalty to the Renter as provided under the preceding paragraph (not including consumption tax or local consumption tax), in the event that the Company, at the Company's own discretion, cancels the reservation or does not execute the Rental Agreement.

5 The reservation or reservation request shall be deemed to have been canceled if the Rental Agreement is not executed or if it is no longer possible to rent the Rental Vehicle reserved in advance, regardless of whether before or after the formation of the reservation, as a result of an occurrence such as an accident, theft, non-return or recall, late return of the Rental Vehicle by other Renter, or natural disaster or other force majeure beyond the control of either the Renter or the Company. In this case, the Company shall return the received reservation deposit to the Renter.

Article 5 (Substitute Rental Vehicle)

The Company shall be entitled to offer the Renter a Rental Vehicle in a different class from the reservation (hereinafter, a "Substitute Rental Vehicle") in the event that the Company is unable to provide a Rental Vehicle in the class reserved by the Renter.

2 In the event that the Renter accepts the offer provided in the preceding paragraph, the Company shall rent out the Substitute Rental Vehicle under the same Rental Conditions offered at the time of reservation, except for the class of the Rental Vehicle. Moreover, when the rental charge for the Substitute Rental Vehicle is higher than that of the reserved vehicle class, the rental charge for the reserved vehicle class shall apply, and when the rental charge for the Substitute Rental Vehicle is lower than that of the reserved vehicle class, the rental charge for the vehicle class of said Substitute Rental Vehicle shall apply.

3 The Renter shall be entitled to refuse the offer of rental of a Substitute Rental Vehicle provided in paragraph 1 and to cancel the reservation.

4 If the inability of the Company to rent out a Rental Vehicle of a class that has been

reserved as provided under the preceding paragraph is due to causes attributable to the Company, it shall be treated as equivalent to canceling a reservation in Article 4, paragraph 4, and the Company shall not only return the received reservation deposit, but also pay a penalty as stipulated in the same paragraph.

5 If the inability of the Company to rent out a Rental Vehicle of a class that has been reserved as provided under paragraph 3 above is due to an occurrence such as an accident, theft, non-return or recall, late return of the Rental Vehicle by other Renter, natural disaster or other force majeure beyond the control of the Company, it shall be treated as equivalent to canceling a reservation in Article 4, paragraph 5, and the Company shall return the received reservation deposit.

Article 6 (Exemption)

Unless otherwise stated in Articles 4 and 5, the Company and the Renter shall make no claims whatsoever against each other concerning the cancellation of reservations or non-execution of a Rental Agreement.

Article 7 (Agency for Reservations)

The Renter shall be entitled to make reservations through a travel agent, partner, or other entity (hereinafter, an "Agent") that handles reservation operations on behalf of the Company.

2 Regardless of the provisions of Articles 3 and 4, a Renter who has made a reservation through an Agent as described in the preceding paragraph shall be entitled to change or cancel such reservation only through said Agent.

CHAPTER 3 RENTALS

Article 8 (Execution of the Rental Agreement)

The Renter and the Company shall execute a Rental Agreement in which the Renter shall specify the Rental Conditions set forth in Article 2, paragraph 1, and the Company shall specify vehicle lending conditions based on these Terms and Conditions, Detailed Regulations, the price list, etc. (hereinafter, "Lending Conditions"). However, this shall not apply when there is no Rental Vehicle available for the Company to rent out, when the Renter or the Driver falls under any of the items of Article 9, paragraphs 1 or 2, or when the Renter does not consent to the provision and use of the Renter's necessary information in connection with paragraphs 3, 4 or 5 of this Article, or other matters related to the Rental Agreement.

2 Upon execution of the Rental Agreement, the Renter shall pay the rental charge set forth in Article 11, paragraph 1 to the Company.

3 Since the Company has an obligation, based on the regulatory agency's Basic Notification (Note 1), to state the name and address of the driver and the type and number of the driver's license (Note 2) in the rental transaction register (original rental sheet) and on the Rental

Vehicle Certificate under the provisions of Article 14, paragraph 1, the Company shall, when executing the Rental Agreement, require the Renter to present driver's license of the Renter and Driver or provide a copy thereof. In this case, the Renter shall present driver's license of the Renter and Driver or provide a copy thereof. Similarly, if the Rental Vehicle is a microbus, the Company shall, in addition to the aforementioned, require notification of the travel route or destination, number of users, and purpose of use, and the Renter and the Driver shall comply with this.

(Note 1) "Regulatory agency's Basic Notification" refers to the Basic Notification on Rental Vehicles (Ji-Ryo No. 138, dated June 13, 1995), Article 2 (10) and (11), issued by the Road Transport Bureau of the Ministry of Land, Infrastructure, Transport and Tourism (MLIT).

(Note 2) "Driver's license" refers to a driver's license pursuant to Article 92 of the Road Traffic Act, in the format prescribed under Article 19, Annex Form 14 of the Road Traffic Act Enforcement Regulations. International driver's licenses and foreign driver's licenses provided under Article 107-2 of the Road Traffic Act shall constitute *mutatis mutandis* a driver's license.

4 When executing the Rental Agreement, the Company may require the Renter and the Driver to present specific documentation to enable the Company to confirm personal information in addition to the driver's license, and may take photocopies of such submitted documents, and the Renter and the Driver shall comply with this.

5 When executing the Rental Agreement, the Company may require the Renter and the Driver to provide a mobile phone number, etc., so as to communicate with the Renter or the Driver during the rental period, and the Renter and the Driver shall comply with this.

6 When executing the Rental Agreement, the Company may require the Renter to make the payment set forth in paragraph 2 of this Article by credit or cash, or may designate other methods of payment.

Article 9 (Refusal to Execute the Rental Agreement)

In the event that the Renter or the Driver falls under any of the items set forth below, they shall not be entitled to execute the Rental Agreement.

- (1) When a driver's license required to operate the Rental Vehicle has not been presented.
- (2) When deemed to be under the influence of alcohol.
- (3) When deemed to display symptoms of intoxication due to narcotics, stimulant drugs, paint thinner, etc.
- (4) When intending to be accompanied by a child under the age of 6 and there is no child car seat in the Rental Vehicle.
- (5) When deemed to be a member or associated member of a crime syndicate or crime syndicate-related organization, or belonging to any other anti-social organization.

2 In the event that the Renter or the Driver falls under any of the items set forth below, the Company may refuse to execute the Rental Agreement, and the Renter shall acknowledge it.

- (1) When the Renter designated at the time of reservation differs from the Renter at the time of executing the Rental Agreement.
- (2) When there is a record of defaulting on rental charges or any other liability prescribed in the Entries in the Rental Guide for past rentals.
- (3) When there is a record of acts set forth in the items of Article 17 in past rentals.
- (4) When there is a record of acts set forth in Article 18, paragraph 7 or Article 25, paragraph 1 in past rentals (including rentals from other rental vehicle companies).
- (5) When automobile insurance coverage has been refused due to a violation of the Terms and Conditions of rental and/or terms and conditions of insurance in past rentals.
- (6) When the party is registered with the All-Japan Rent-A-Car Association Data Management System (hereinafter, the "AJRA System") as described in Article 34, or is on a Do Not Rent list shared by the ORIX Group and ORIX Rent-A-Car offices (hereinafter, the "Do Not Rent List").
- (7) When, in connection with a transaction with the Company, the party performs a violent act against an employee or other person associated with the Company, makes a demand that exceeds reasonable limits, or uses violent actions or abusive language.
- (8) When the party spreads rumors or uses fraudulent means or coercion to discredit the Company or to obstruct its business.
- (9) When separately prescribed Lending Conditions and other conditions are not met.
- (10) When, for any other reason, the Company finds the party unsuitable.

3 In cases falling under the preceding two paragraphs, the reservation shall be deemed canceled at the Renter's own discretion, the Renter shall pay the cancellation fee set forth in Article 4, paragraph 3 to the Company, and the Company shall return the received reservation deposit to the Renter, provided that the Renter has paid the cancellation fee.

Article 10 (Formation of the Rental Agreement, etc.)

A Rental Agreement shall come into effect when the Renter has paid the rental charge to the Company and the Company has delivered the Rental Vehicle to the Renter. In this case, the received reservation deposit shall be applied to all or part of the rental charge.

2 The delivery set forth in the preceding paragraph shall take place at the commencement date and time set forth in Article 2, paragraph 1 and at the renting location specified in said paragraph.

Article 11 (Rental Charge)

The rental charge shall mean the total amount of the following charges to be paid by the Renter to the Company pursuant to the Rental Agreement, and the Company shall specify each of these charges or the basis for the calculation thereof in the price list.

- (1) Basic rental charge (2) Various plan enrollment fees (3) Special equipment charge
(4) One-way charge (5) Refueling charge (6) Delivery and collection charge
(7) Other charges

2 The basic rental charge shall be in accordance with the charge notified by the Company to the Director of the Land Transport Office of the District Transport Bureau (or, in the case of Hyogo Prefecture, the Director of Hyogo Land Transport of Kobe District Transport Bureau, and in the case of Okinawa Prefecture, the Director of the Land Transport Office of the Okinawa General Affairs Bureau; the same shall also apply in Article 14, paragraph 1 below) as of the time of rental of the Rental Vehicle.

3 When the rental charge is changed after a reservation has been made in accordance with Article 2 above, the lower rental rate between the charge applied at the time of reservation and the charge applied at the time of rental shall apply.

4 If, during the rental period, the Renter or the Driver uses any toll services (including but not limited to toll roads such as expressways, toll parking lots, and other toll services, but excluding rental of the Rental Vehicle itself pursuant to the Rental Agreement), the Renter or the Driver shall be responsible for paying the toll charges, etc. to the provider of such toll services on their own.

5 If the service providers set forth in the preceding paragraph ask the company to disclose the personal information of the Renter by specifying the registration number of the Rental Vehicle and the date, for reasons such as non-payment of toll charges, the Company may provide the personal information of the Renter with the service providers, and the Renter shall acknowledge such disclosure in advance.

Article 12 (Changes in Rental Conditions)

When seeking to change the Rental Conditions set forth in Article 8, paragraph 1 after the execution of the Rental Agreement, the Renter shall obtain the consent of the Company in advance.

2 The Company may not consent to changes in the Rental Conditions set forth in the preceding paragraph if such changes interfere with the Company's rental business.

Article 13 (Inspection, Maintenance, and Confirmation)

The Company shall rent out the Rental Vehicle after conducting necessary inspection and maintenance as stipulated in Article 48 of the Road Transport Vehicle Act (Periodic Inspection and Maintenance).

2 When renting out a Rental Vehicle, the Company shall conduct inspection and necessary maintenance as set forth in Article 47-2 of the Road Transport Vehicle Act (Daily Inspection and Maintenance).

3 Upon receipt of the Rental Vehicle, the Renter and the Driver shall confirm that the

inspection and maintenance set forth in the preceding two paragraphs has been carried out, that the Rental Vehicle is free from defects by inspecting the exterior and accessories based on a separately stipulated inspection chart, and that the Rental Vehicle otherwise meets the Rental Conditions.

4 In the event that any defect is detected in the Rental Vehicle as a result of the confirmation set forth in the preceding paragraph, the Company shall immediately implement any necessary maintenance, etc.

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

At the time of delivery of the Rental Vehicle, the Company shall issue to the Renter or the Driver a designated rental vehicle certificate (hereinafter, the “Rental Vehicle Certificate”) stating the matters stipulated by the Director-General of the District Transport Bureau by a method set forth by the Company (including delivery in writing or by electromagnetic means such as e-mail).

2 The Renter or the Driver shall carry (including carrying via electromagnetic record) the Rental Vehicle Certificate issued in accordance with the preceding paragraph while driving the Rental Vehicle.

3 The Renter or the Driver shall immediately notify the Company in the event of losing the Rental Vehicle Certificate.

CHAPTER 4 USE

Article 15 (Managerial Responsibilities)

The Renter or the Driver shall use and store the Rental Vehicle with the care of a good manager, during the period from delivery to the return of the Rental Vehicle to the Company (hereinafter, “during use”).

Article 16 (Daily Inspections and Maintenance)

The Renter or the Driver must carry out inspection and necessary maintenance of the Rental Vehicle before use every day, as set forth in Article 47–2 of the Road Transport Vehicle Act (Daily Inspection and Maintenance).

Article 17 (Prohibited Acts)

The Renter or the Driver are prohibited from engaging in the following acts during use.

- (1) Using the Rental Vehicle for automobile transportation business or similar purposes without obtaining the approval of the Company or permission, etc., under the Road Transport Act.
- (2) Using the Rental Vehicle for purposes other than those specified, or allowing a third party other than the Driver specified on the Rental Vehicle Certificate in Article 8, paragraph 3 or anyone other than those who have been approved by the Company to drive the Rental Vehicle.
- (3) Subleasing the Rental Vehicle, depositing it for security, or any other act that would infringe

on the rights reserved by the Company.

- (4) Changing the original form of the Rental Vehicle by falsifying or defacing its automobile registration number plate or license plate, or by remodeling or modifying the Rental Vehicle.
- (5) Using the Rental Vehicle for any kind of test or competition, or for towing or pushing another vehicle without obtaining the approval of the Company.
- (6) Using the Rental Vehicle in violation of laws, ordinances, or public order and morality.
- (7) Subscribing to property insurance for the Rental Vehicle without obtaining the approval of the Company.
- (8) Taking the Rental Vehicle outside the territory of Japan.
- (9) Besides those in the preceding items, carrying out acts in violation of the Rental Agreement.

Article 18 (Measures in Case of Illegal Parking, etc.)

In the event that the Driver parks the Rental Vehicle in violation of the Road Traffic Act during use, the Driver shall promptly appear at the police station having jurisdiction over the applicable area (hereinafter referred to as the "jurisdictional police station"), and shall pay the official penalty, etc. for such illegal parking, and the Renter or the Driver also shall bear the cost of towage, storage, recovery, and others associated with such illegal parking.

2 Upon receiving notification from the police of illegal parking of the Rental Vehicle, the Company shall promptly contact the Renter or the Driver and have the Renter or the Driver move the Rental Vehicle, and also shall instruct them to appear at the relevant police station upon the expiration of the rental period for the Rental Vehicle, or by a specific time instructed by the Company in order to process the violation, and the Renter or the Driver shall comply with this. Moreover, in the event that the Rental Vehicle is removed by the police, the Company may recover the Rental Vehicle from the police at its own discretion.

3 In the cases set forth in the preceding paragraph, the Company shall inform the Renter or the Driver of the status of the post-violation process by means of a traffic violation notice, payment notice, or receipt for payment. If the post-violation management process has not been completed, the Renter or the Driver shall be given the instructions prescribed in the preceding paragraph until such procedure is completed. Also, the Company may require the Renter or the Driver to sign a document designated by the Company indicating that the Renter or the Driver admits to having parked the Rental Vehicle illegally and shall report to a police station, and that the Renter or the Driver shall comply with any legal measures (hereinafter, an "Admission Statement").

4 In the event that the Company deems it necessary, the Company may submit the Admission Statement, the Rental Vehicle Certificate, and other documents containing personal information to the police and the Public Safety Commission, and provide other cooperation necessary to hold the Renter or the Driver accountable for parking the Rental Vehicle illegally.

The Company may also submit a letter of explanation as prescribed in Article 51-4, paragraph 6, of the Road Traffic Act, as well as Admission Statements, Rental Vehicle Certificates, and other documents, to the Public Safety Commission, and may report the facts and take other legal measures, and the Renter or the Driver shall consent to this.

5 In the event that the Renter or the Driver has not completed the post-violation management process, or has not submitted a traffic violation notice, payment notice, receipt for payment, or other documentation to the Company by the time the Rental Vehicle is returned, the Renter shall pay a parking violation penalty separately stipulated by the Company. Moreover, in the event that the Company has borne expenses in this regard (including, but not limited to, expenses for locating the Renter or the Driver or the collection of the Rental Vehicle), the Renter shall indemnify the Company for all such expenses borne by the Company.

6 In the event that the Renter or the Driver, after the Renter pays a parking violation penalty to the Company based on the preceding paragraph, pays an official fine or penalty and presents the payment notice, receipt for payment, or other document to the Company, or the Company has received repayment of the vehicle abandonment penalty, the Company shall promptly return an amount equivalent to the parking violation penalty received from the Renter after subtracting the expenses required for repayment.

7 In the event that the Company receives an order for payment of a vehicle abandonment penalty under Article 51-4, paragraph 1, of the Road Traffic Act, or the Renter fails to pay the claim set forth in paragraph 5 of this Article on or before the due date designated by the Company, the Company shall take measures such as registering the name, address, driver's license number, etc. of the Renter in the AJRA System, and the Renter shall acknowledge such measure.

8 In the event that the data set forth in paragraph 7 of this Article has been registered in the AJRA System under the provisions of the preceding paragraph, and if the order to pay the vehicle abandonment penalty is canceled as a result of paying the official penalty (or the amount claimed by the Company under the provisions of paragraph 5 of this Article is paid to the Company in full), the Company shall delete such data registered in the AJRA System.

Article 19 (GPS Functions)

The Renter and the Driver shall unreservedly approve the fact that the Rental Vehicle is equipped with a global positioning system (hereinafter, "GPS Function"), whereby the current location, route traveled, and other details of the vehicle are recorded in a system designated by the Company, and that the Company uses such records in the cases set forth below.

(1) When confirming that the Rental Vehicle has been returned to the designated return location upon termination of a Rental Agreement.

(2) In cases falling under Article 25, paragraph 1, and in other cases when the Company judges

it necessary to be aware of the driving status of the Renter or the Driver, in order to manage Rental Vehicles or Rental Agreements.

(3) When used for market analysis purposes to improve the satisfaction of Renters, Drivers, and other customers, such as by providing better products and services to the Renters and Drivers.

(4) When disclosure is required by laws and ordinances, government agencies, etc.

Article 20 (Dashboard Cameras)

The Renter or the Driver shall hereby unreservedly agree to a dashboard camera being installed in the Rental Vehicle, to said device recording the driving operations of the Renter or Driver and circumstances of Renter, Driver and other passengers (hereinafter in this Article, the "Passengers") in the Rental Vehicle, to the Company using the relevant records in the following cases, and to the Company providing such record to insurance companies without consent of Renter, Driver and Passengers when the insurance companies engaged by the Company requests delivery of such record in the case of accident and etc. of the Rental Vehicle:

(1) When the Company records the circumstances at the time of a vehicular accident involving the Rental Vehicle, and verifies and confirms such records (including, but not limited to, an impact to the Rental Vehicle or sudden braking) if an accident occurs.

(2) When the Company has determined that it needs to be aware of the driving operations of the Renter and the Driver for better management of the Rental Vehicles and Rental Agreements.

(3) When used for market analysis purposes to improve the satisfaction of Renters, Drivers, and other customers, such as by providing better products and services to the Renters and Drivers.

(4) When disclosure is required by laws and ordinances, government agencies, etc.

2 The Renter shall explain the rule set forth in preceding paragraph to the Driver and Passengers, and obtain their consent in advance.

3 The Company shall not, for any reason whatsoever, provide the Renter or the Driver with any videos, etc. recorded by the dashboard camera installed in the Rental Vehicle. The Renter and the Driver agree in advance that the Company shall not be required to provide such videos, etc. to the Renter or the Driver.

CHAPTER 5 RETURN

Article 21 (Responsibility to Return)

The Renter or the Driver shall return the Rental Vehicle to the Company at the designated return location upon termination of the rental period.

2 The Renter or the Driver shall indemnify the Company for all damages incurred by the Company due to a violation of the preceding paragraph.

3 In the event that the Renter or the Driver cannot return the Rental Vehicle during the

rental period due to a natural disaster or other force majeure, the Renter or the Driver shall not be liable for damages incurred by the Company. In this case, the Renter or the Driver shall immediately contact the Company and follow the instructions given by the Company.

Article 22 (Checks at the Time of Return, etc.)

The Renter or the Driver shall return the Rental Vehicle in the presence of a representative of the Company. The Rental Vehicle shall be returned in the same condition as when it was delivered to the Renter, with the exception of wear due to normal use, etc.

2 The Renter or the Driver shall confirm that no items have been left behind in the Rental Vehicle by the driver or passengers when returning the Rental Vehicle.

3 In the event that the Renter has unpaid rental charges, settlement must be completed by the time of return of the Rental Vehicle.

4 In addition to the preceding paragraph, in the event that gasoline, oil, and other fuel have not been replenished (i.e., the tank is not full) at the time of return of the Rental Vehicle, the Renter shall pay a refueling charge calculated in accordance with the price list.

Article 23 (Rental Charge for Rental Period Change)

When the Renter has changed the rental period in accordance with Article 12, paragraph 1, the rental charge corresponding to the rental period after the change shall be paid.

2 In the event that the Renter returns the Rental Vehicle after the expiration of the rental period without the consent of the Company under Article 12, paragraph 1, the Renter shall pay, in addition to the rental charge prescribed in the preceding paragraph, a penalty for changing the return time, calculated as follows:

Penalty for changing return time = excess charge corresponding to time overdue × 200%

Article 24 (Location for Return, etc.)

In the event that the Renter or the Driver has changed the designated return location in accordance with Article 12, paragraph 1, the Renter shall bear the expense incurred in forwarding the Rental Vehicle due to the change of return location.

2 In the event that the Renter or the Driver returns the Rental Vehicle to a location other than the designated return location without the consent of the Company under Article 12, paragraph 1, the Renter shall pay a penalty for changing the return location, calculated as follows: Penalty for change of return location = Expense incurred in forwarding the Rental Vehicle due to the change of the return location × 200%.

Article 25 (Measures in Case of Non-Return)

In the event that the Renter or the Driver does not return the Rental Vehicle to the designated return location even after the expiration of the rental period and fails to comply with the Company's request for return, or the whereabouts of the Renter are unknown, or when due to other circumstances the Rental Vehicle is deemed to be "non-returned", the Company shall take

legal measures against the Renter (including and not limited to filing a criminal complaint) and may also take other measures such as reporting the fact of non-return to the All-Japan Rent-A-Car Association and registering the matter in the AJRA System, and the Renter shall acknowledge it.

2 In cases falling under the preceding paragraph, the Company shall take necessary measures to confirm the location of the Rental Vehicle, including interviewing families, relatives, workplace representatives, etc., and utilizing the GPS Function.

3 In cases falling under paragraph 1 above, the Renter shall be liable to compensate for damages suffered by the Company as set forth in Article 30 and, additionally, shall bear the expenses incurred in collecting the Rental Vehicle and searching for the Renter or the Driver.

4 In cases falling under paragraph 1 of this Article, the Company may temporarily deregister the record of said Rental Vehicle from the competent Land Transport Office or other authorities.

5 If the Rental Vehicle is found to be in a situation that falls under paragraph 1 of this Article, the Company may collect the Rental Vehicle at the Company's own discretion. In that case, the Company shall bear no responsibility for storing the personal effects.

CHAPTER 6 BREAKDOWNS, ACCIDENTS, THEFT, ETC.

Article 26 (Measures in Case of a Breakdown)

When discovering any abnormality or breakdown of the Rental Vehicle during use, the Renter or the Driver shall immediately stop driving the Rental Vehicle and contact the Company, and shall at the same time follow the instructions of the Company.

Article 27 (Measures in Case of an Accident)

In the event that the Rental Vehicle is involved in an accident during use, the Renter or the Driver shall stop driving the Rental Vehicle immediately and take measures required by law as well as the actions set forth below, regardless of whether the accident is serious in nature.

(1) Immediately report the circumstances of the accident, etc., to the Company and follow the instructions of the Company.

(2) In the event that the Rental Vehicle is repaired based on the instructions set forth in the preceding item, such repair should be performed at a Company location or at a repair shop designated by the Company, unless the Company approves otherwise.

(3) Cooperate with investigations of the accident conducted by the Company and the insurance company contracted by the Company, and submit the necessary documents, etc., without delay.

(4) Obtain the consent of the Company in advance of making a settlement or coming to any other agreement with another party involved in the accident.

2 Besides taking the measures set forth in the preceding paragraph, the Renter or the Driver shall take personal responsibility for dealing with the accident and reaching a resolution.

3 The Company shall furnish the Renter or the Driver with advice on ways of dealing with the accident, and shall cooperate in reaching a resolution.

Article 28 (Measures in Case of Theft)

In the event that the Rental Vehicle is stolen or other damage is suffered during use, the Renter or the Driver shall take the measures set forth below.

- (1) Immediately report the matter to the nearest police department.
- (2) Immediately report the circumstances of the damage, etc., to the Company and follow the instructions of the Company.
- (3) Cooperate with investigations of the theft or other damage of the Rental Vehicle conducted by the Company and/or the insurance company contracted by the Company, and submit the requested documents, etc., without delay.

Article 29 (Termination of the Rental Agreement due to Non-Usability)

In the event that the Rental Vehicle can no longer be used due to breakdown, accident, theft, or any other cause (hereinafter, "Breakdown, etc.") during use, the Rental Agreement shall terminate.

2 In cases set forth in the preceding paragraph, the Renter or the Driver shall bear the expense incurred by the recovery and repair, etc., of the Rental Vehicle, and the Company shall not return the received rental charge. However, this shall not apply if the Breakdown, etc., is due to any of the causes set forth in paragraphs 3 or 5 of this Article below.

3 In the event that a Breakdown, etc. due to a defect existing before the rental causes the Rental Vehicle to be non-compliant with the Rental Conditions, the Renter shall be entitled to receive the provision of a Substitute Rental Vehicle from the Company. Moreover, Article 5, paragraph 2 shall apply *mutatis mutandis* in regard to the conditions for provision of the Substitute Rental Vehicle.

4 In the events that the Renter does not accept provision of the Substitute Rental Vehicle under the preceding paragraph, the Company shall return the rental charge received in full. Moreover, the same shall also apply if the Company does not provide a Substitute Rental Vehicle.

5 In the event that a Breakdown, etc. arises from causes not attributed to the Renter, the Driver, or the Company, the Company shall return to the Renter the balance of the received rental charge after deducting the rental charge corresponding to the period from the commencement of rental to the termination of the Rental Agreement.

6 Except for the measures set forth in this Article, the Renter shall not be entitled to make any other claims to the Company other than those set forth in this Article, with respect to damages arising out of the non-usability of the Rental Vehicle. However, this shall not apply in the case of failures due to intentional acts by or gross negligence of the Company.

CHAPTER 7 INDEMNITY AND COMPENSATION

Article 30 (Indemnity and Business Compensation)

In regard to usage of a Rental Vehicle, in the event that the Renter or Driver damages the Rental Vehicle, the Renter shall compensate the Company for said damages. However, this shall not apply in the case where such damage cannot be attributed to the fault of the Renter or Driver.

2 For cases where the Renter is liable for damages to the Rental Vehicle pursuant to the preceding paragraph, including accident damage, theft, breakdown, Rental Vehicle defacement, offensive odor, or other damage that prevents the Company from being able to use the Rental Vehicle normally, the Renter shall provide monetary compensation for said damage as determined in a price list, etc., or monetary compensation for business interruption.

3 In regard to usage of a Rental Vehicle, if the Renter or Driver causes damage to a third party or the Company due to an intentional act by or the negligence of said Renter or Driver, said Renter or Driver shall be provide monetary compensation for the damage.

Article 31 (Insurance and Compensation)

In the event that the Renter is liable for indemnity as provided in paragraph 1 or paragraph 3 of the preceding Article, and in the event that the Driver is liable for indemnity as provided in paragraph 3 of the preceding Article, insurance benefits or compensation within the following limits shall be paid in accordance with the non-life insurance contract entered into by the Company with respect to the Rental Vehicle, or the compensation system determined by the Company.

(1) Third party damage compensation: Limit per Person – Unlimited (including automobile liability)

(2) Property damage compensation: Limit per accident – Unlimited, Deductible: 50,000 yen

(3) Vehicle damage compensation: Limit per accident – Current market value, Deductible: Microbuses, aluminum trucks and custom built vehicles (not including assistive vehicles) – 100,000 yen, 2 ton or more trucks and double-cab trucks – 70,000 yen, Other vehicles – 50,000 yen

(4) Personal injury compensation: Per person - Maximum 30 million yen

2 The Renter or Driver shall be responsible for damages not covered by insurance or compensation, as well as damages that exceed the compensation limits set forth in the preceding paragraph. However, if loss, damage, or other harm occurs to a Rental Vehicle or related items due to a natural disaster designated as a major disaster under Article 2 of the Act on Special Financial Support to Deal with Designated Disasters of Extreme Severity (Act No. 150 of 1962), the Renter or Driver shall not be liable for indemnifying said damage unless said damage resulted from an intentional act by or the gross negligence of said Renter or Driver.

3 The Renter shall be responsible for deductibles specified in non-life insurance policies or the Company's compensation system.

4 If accidents caused by the Renter or Driver fall under any of the items of Article 9, paragraphs 1 or 2 after rental, or if the Renter has violated the Entries in the Rental Guide, said Renter shall not receive compensation for damages under non-life insurance policies or the Company's compensation system.

5 Besides those set forth in the preceding three paragraphs, cases falling within the deductibles provided under the terms and conditions of non-life insurance policies (in the event that insurance benefits are not paid), or cases falling within deductibles provided under the Company's compensation system, shall be treated as not being subject to the insurance or compensation set forth in paragraph 1, and the Renter shall bear all such damages.

6 If the Company has paid damages for which the Renter or Driver is responsible, the Renter or Driver shall promptly reimburse the Company for the amount paid by the Company.

Chapter 8 Termination and Cancellation

Article 32 (Termination of the Rental Agreement)

In the event that the Renter or the Driver, during use, violates these Terms and Conditions or falls under any of the items in Article 9, paragraph 1, the Company shall be entitled to terminate the Rental Agreement without any notice or warning and demand the immediate return of the Rental Vehicle. In this case, the Company shall return to the Renter the balance of any rental charge received from the time of rental, after deducting the rental charge corresponding to the period from the commencement of rental to the return of the Rental Vehicle.

2 In the case of the preceding paragraph, the Renter or the Driver shall provide compensation for the damage incurred by the Company.

Article 33 (Cancellation During Use)

The Renter shall be entitled to cancel the Rental Agreement, even during use, upon obtaining the consent of the Company and paying the cancellation charge set forth in the following paragraph. In this case, the Company shall return to the Renter the balance of the received rental charge after deducting the rental charge corresponding to the period from the commencement of rental to the return of the Rental Vehicle.

2 In the event of a cancellation as set forth in the preceding paragraph, the Renter shall pay a cancellation fee to the Company calculated as follows: charge for cancellation during use = (rental charge corresponding to the Rental Agreement period (excluding the one-way charge pertaining to the return sales branch (sales office) determined at the time of the Rental Agreement), minus the rental charge corresponding to the period from the commencement of rental to the cancellation (excluding the one-way charge pertaining to the actual return sales

branch (sales office) at the time of cancellation)) × 50%

CHAPTER 9 REGISTRATION AND USE OF INFORMATION

Article 34 (Consent to the Registration and Use of Information on Non>Returns, Parking Violations, etc.)

In cases falling under either Article 18, paragraph 7 or Article 25, paragraph 1, the Renter shall consent to information (including the facts in question and the name, address, and other details of the Renter) being registered with the AJRA System for a period not exceeding seven (7) years, and said information being used for review when rental agreements are executed by the All-Japan Rent-A-Car Association and the various District Rent-A-Car Associations affiliated therewith, as well as the car hire businesses that are members thereof.

CHAPTER 10 MISCELLANEOUS

Article 35 (Substitute Rentals)

These Terms and Conditions shall also be applied when renting a Rental Vehicle to a Renter by subcontracting the rental of the Rental Vehicle to another business, with the Company as the owner of the Rental Vehicle.

Article 36 (Offsetting)

In the event that the Company has a monetary obligation to the Renter based on these Terms and Conditions, said obligation may be offset against the Renter's monetary obligation toward the Company at any time.

Article 37 (Consumption Tax and Local Consumption Tax)

The Renter shall pay to the Company the consumption tax and local consumption tax applied to the rental transaction under these Terms and Conditions.

Article 38 (Arrears)

In the event that the Renter or the Company fails to honor a monetary obligation based on these Terms and Conditions, arrears shall be paid to the other party at an interest rate of 14.6% per annum.

Article 39 (Elimination of Anti-Social Forces, etc.)

The Company, the Renter, and the Driver shall represent and warrant that they do not fall under any of the following, nor will they in the future.

(1) That they constitute a “*boryokudan*” crime syndicate or a member of a “*boryokudan*” crime syndicate; that less than five (5) years have passed since they ceased to be a member of a “*boryokudan*” crime syndicate; or that they constitute a sub-member of a “*boryokudan*” crime syndicate, a “*boryokudan*”-affiliated enterprise, a “*sokaiya*” racketeer or similar party, a group engaging in criminal activities under the pretext of conducting social campaigns, a criminal group specializing in intellectual crimes, or a party equivalent to the those above (hereinafter collectively referred to as a “Member of a ‘*Boryokudan*’ Crime Syndicate, etc.”).

- (2) That they are a party to a relationship acknowledged to be under the business control of a Member of a “*Boryokudan*” Crime Syndicate, etc. or acknowledged to essentially include the involvement of a Member of a “*Boryokudan*” Crime Syndicate, etc. in an associated business, or another relationship that should be socially condemned.
- (3) That they are a party to a relationship acknowledged to involve the illegal use of a Member of a “*Boryokudan*” Crime Syndicate, etc. for purposes that include, but are not limited to, illicit gains for oneself or a third party or the infliction of harm on a third party.
- (4) That they are a party to a relationship acknowledged to involve the provision of funds, favors, etc. to a Member of a “*Boryokudan*” Crime Syndicate, etc.
- (5) That they are a party who has committed a crime in relation to “Criminal Proceeds” as defined by the Act on Prevention of Transfer of Criminal Proceeds (hereinafter referred to as a “Crime”).

2 The Company, Renter, and the Driver shall pledge not to engage in any acts that fall under any of the following, either on their own or through a third party.

- (1) Make undue demands that are violent or exceed legal liability.
- (2) Use threatening words or actions; use violence, or discredit the other party by spreading rumors or using fraudulent means or power; or obstruct the business of the other party.
- (3) Acts constituting a crime.
- (4) Other acts equivalent to the foregoing.

3 In instances where the Renter, etc. violates paragraph 2 above, said violation shall fall under Article 31. Accordingly, the Company shall bear no liability whatsoever even in cases where the Renter, etc. incurs damages.

Article 40 (Versions in Other Languages)

In regard to Entries in the Rental Guide and other documents delivered to the Renter for the purpose of executing the Rental Agreement (hereinafter collectively referred to as the “Documents”), if there is any discrepancy between the Documents in Japanese and the Documents translated into other languages, the terms and provisions of the Documents in Japanese shall prevail over those of the Documents translated into other languages.

Article 41 (Governing Law)

The governing law of this Agreement shall be the laws of Japan.

Article 42 (Detailed Regulations)

The Company may revise these Terms and Conditions in the following circumstances, without separate notice to the Renter, and the Terms and Conditions after the changes have been made shall be deemed to have been agreed under the terms of these Terms and Conditions.

- (1) When the changes to these Terms and Conditions are in the general interest of the Renter.
- (2) When the changes to these Terms and Conditions do not violate the purpose of the Rental

Agreement, and when such changes are deemed necessary and reasonable in light of the existence of the changed provisions or other changes to the contents of these Terms and Conditions.

2 In instances where the Company stipulates detailed regulations, in addition to posting them at the Company's branch sales offices, the Company shall indicate said detailed regulations in the Rental Guide, pamphlets, lists of prices, etc. that the Company issues, as well as on the Company's website. The same also applies to cases in which the Company modifies said detailed regulations.

Article 43 (Provision of Information)

The Company shall endeavor to provide the Renter with information on important matters in clear and plain language prior to the delivery of the Rental Vehicle, such as the Renter's liability for damages and compensation, the contents and conditions of the Company's insurance or compensation policy, and the measures to be taken by the Renter in case of breakdown, accident, theft, illegal parking, or delayed return of the Rental Vehicle.

2 The Renter shall endeavor to understand the Entries in the Rental Guide.

Article 44 (Agreement on the Competent Court)

In instances where disputes regarding the rights and obligations under these Terms and Conditions arise, the summary court or district court with jurisdiction over the location of the main branch or branch sales office of the Company shall serve as the competent court, regardless of the amount in contention.

Supplementary Provision

These Terms and Conditions shall come into effect on November 1, 2022.

Handling of Personal Information

We request that individual customers (hereinafter referred to as "customers") confirm and acknowledge the following items regarding the contract between customers and us (hereinafter referred to as "the contract").

1. ORIX Auto Corporation (hereinafter referred to as ORIX) will use all of your personal information for the following purposes to the extent necessary to achieve said purposes.

[Purpose of Use]

① To take appropriate measures in business negotiations with customers, such as applications from customers and proposals made to customers by ORIX, in regard to ORIX businesses, such as leasing, credit, rental, and hire-purchasing for automobiles, etc.; sales of

automobile insurance and other insurance products; sales of automobiles, etc.; and purchasing, maintenance, car sharing, etc. (the details of our businesses can be found on our website (<https://www.orix.co.jp/auto>)).

- ② To conduct screenings in the case of transactions such as leasing, credit, and hire-purchasing for automobiles (credit granting transactions), and to make appropriate judgments and responses when verifying customer identities.
- ③ For ORIX to properly manage contracts with customers, and to respond to inquiries and appropriately perform the management required by laws and regulations even after the contract ends.
- ④ To provide information regarding ORIX, ORIX Group companies, and other companies, as well as various products and services via direct mail, e-mail, etc.
- ⑤ To develop and improve products and services in order to provide better products and services to customers.
- ⑥ For marketing analysis to improve customer satisfaction.
- ⑦ To perform the administrative tasks necessary for the management of ORIX.
- ⑧ For shared usage with ORIX Group companies, ORIX's car rental business, and used car sales franchisees.
- ⑨ To provide personal information to a third party to the extent required to carry out appropriate business activities, such as when providing personal information to an affiliated designated credit bureau in our credit business (only when consent to providing the information to a third party is obtained).

2. The personal information of customers held by ORIX may be shared with ORIX and ORIX Group companies, as well as ORIX's car rental business and used car sales franchisees. The purpose of this shared usage is as follows.

[Purpose of Use by ORIX Group Companies]

- ① To perform the administrative tasks necessary for management at ORIX Group companies, such as ascertaining claims, the status of assets, and risks.
- ② To provide improved products and services to customers, and to carry out marketing analysis and product/service development to increase customer satisfaction.
- ③ To introduce and propose products and services offered by ORIX Group companies (please refer to "ORIX Businesses"

<https://www.orix.co.jp/grp/company/about/business/index.html> for details).

[Purpose of Use by Franchisees]

To take appropriate measures in business negotiations with customers, such as

applications made through franchisees' stores and proposals from franchisees to customers.

3. ORIX will publish how it handles personal information on its website.

Click here for ORIX's privacy policy: <https://car.orix.co.jp/eng/privacy/>

4. When an ORIX franchisee in the car rental or used car sales business is the lessor or seller, the lessor or seller may use the customer's personal information to execute the contract or provide and manage information on the products and services it provides to the customer.

ORIX, affiliates of ORIX, and each franchisee of ORIX conducting car rental and/or used car sales business may share the customer's personal information as mentioned in item 2 above.

Please refer to ORIX's Privacy Policy in item 3 above as the entity responsible for managing shared use of such information is ORIX.

Last revised: November 2022