

TERMS OF TRADE WITH PROVIDE CARS LIMITED

1. THE CONTRACT

In undertaking to carry on business with Provide Cars Ltd. (the COMPANY), the prospective MEMBER must agree to the terms and conditions set out in these Terms of Trade. These Terms of Trade form the contract that represents the complete expression of all rights and obligations between the COMPANY and the MEMBER, and supersedes any and all previous oral and written agreements and understandings between them, which are hereby rendered null and void.

2. CHANGES TO THIS CONTRACT

The COMPANY reserves the right at its sole discretion to change any or all of the terms and conditions contained in these Terms of Trade at any time. In the event of such changes, the COMPANY shall make the new text available on its website, and make reasonable effort to alert the MEMBER to the existence and availability of this new contract text. It is the sole responsibility of the MEMBER to familiarize him or herself with this new text.

Failure by the MEMBER to request a termination of this contractual relationship with the COMPANY by the end of a period of 14 calendar days from the COMPANY making the new Terms of Trade text available on its website shall constitute full acceptance by the MEMBER of the new Terms of Trade contract terms, which will come into immediate effect at that point.

3. MEMBERSHIP

The COMPANY only trades with individuals or companies it has registered as members.

Membership is available only to individuals and companies, who are able to enter into legally binding contracts. By agreeing to this contract the prospective MEMBER warrants that the prospective MEMBER is either:

- an adult with the legal capacity to enter into binding contracts; or
- an incorporated body with the legal capacity to enter into binding contracts.

The MEMBER is liable for all costs, charges and fees payable under this contract. Non-payment of said costs, charges and fees will result in the creation of caveatable interests in favor of the COMPANY in any rights, titles and interests the MEMBER may have or hereafter acquire in any real freehold or leasehold properties.

4. BECOMING A PROVIDE CARS MEMBER

i) Applying For Membership

Prospective MEMBERS must:

- complete an application form;
- agree to these Terms of Trade; and
- send the COMPANY a deposit.

The COMPANY will then consider the prospective MEMBER's application and decide whether or not to grant membership to the applicant or not.

ii) Gaining Membership

If the COMPANY accepts the prospective MEMBER's application, it will create an account for this new MEMBER and send the MEMBER the user name and password required to access the COMPANY's online facilities and carry on business with the COMPANY.

ii) If Application Is Declined

If the COMPANY declines the prospective MEMBER's application, it will inform the applicant of this decision and the contractual relationship between the parties shall end at this point with any monies received from the applicant being returned as soon as possible. The amount returned to the MEMBER will be the remainder after bank transfer charges required to return the money to the MEMBER have been deducted.

Membership is bestowed or declined at the sole discretion of the COMPANY whose decision in the matter is final.

iii) Time to process applications

Applications will be processed within ten working days from the day on which the COMPANY receives everything necessary for the application as detailed in 3 (i) above.

5. COMPLETING THE APPLICATION FORM

i) Applying For Membership And Agreeing To The Terms Of Trade

Prospective MEMBERS must complete the latest version of the Application Form, which can be downloaded from the COMPANY's website. By completing and signing this form, the prospective MEMBER warrants that the information he or she has entered therein is both full and accurate, and that the MEMBER both fully accepts and agrees to be bound by all the terms and conditions set forth in these Terms of Trade.

Application forms that are not filled out completely will be ignored. Inaccuracies in the information supplied by the prospective MEMBER can result in delays or other problems. The COMPANY will not be liable for any delays or problems arising from these inaccuracies.

ii) Information Supplied By The Member

If the COMPANY in its sole discretion determines that any of the information supplied by the prospective MEMBER in this application form or any information supplied by the MEMBER to the company at a later date is false and is the result of a deliberate attempt by the MEMBER to deceive the COMPANY, the COMPANY in its sole discretion reserves the right to take whatever action it deems necessary, including, but not limited to, immediately suspending all business it has with the MEMBER, confiscating part of or the whole of the MEMBER's deposit, or taking legal action against the MEMBER.

Furthermore, it is the obligation of the MEMBER ensure that information supplied to the COMPANY is correct and kept up-to-date at all times. The MEMBER can do this through the designated online facilities supplied by the COMPANY as well as through other written forms of normal business communication, such as fax, email or normal mail.

6. DEPOSIT PAYMENT

i) Deposit Amount And Remittance Method

The MEMBER must pay a deposit of ¥100,000. This must be remitted by Bank Telegraphic Transfer to the bank account designated by the COMPANY.

ii) Returning The Deposit

This deposit is not a membership fee. It can be refunded at the MEMBER's written request received via email, fax or normal mail at any time. In the event of such a request, the amount returned to the MEMBER will have both the bank transfer charges required to return the money to the MEMBER and any outstanding monies owed to the COMPANY for goods and services provided under these Terms of Trade deducted from it.

The COMPANY will remit this remainder to the bank account the COMPANY has on record for the MEMBER. The COMPANY will not be responsible for any delays, or any losses caused by fluctuations in exchange rates, bank charges levied by the MEMBER's bank, or failure by the MEMBER to provide correct remitting account details to the COMPANY.

The MEMBER should allow at least 14 days for any refund to arrive in his or her bank account.

7. INACTIVE ACCOUNTS

i) Removing Inactive Accounts

From time to time, the COMPANY will review the status of members' accounts. Where the MEMBER's account has been inactive for a period of time, the COMPANY will attempt to contact the MEMBER and decide whether to allow the MEMBER's account to remain active or not. The level of activity for a particular account will be determined by the frequency of purchases made through this account. It will not be determined by the total number of times or the regularity with which the MEMBER logs in to the COMPANY's online facilities. The decision to remove inactive accounts is taken at the sole discretion of the COMPANY.

ii) Returning Of Deposit Monies For Removed Accounts

In the event that the MEMBER's account is removed as a result of inactivity, the COMPANY will attempt to return any monies remaining from the deposit after the deduction of bank charges required to perform the remittance, and the deduction of any monies owed to the COMPANY for goods and services provided under these Terms of Trade. If the attempts by the COMPANY in good faith to return this remainder are not successful, the COMPANY shall hold this money in trust for the MEMBER for an additional period of one year, after which this money will revert to the COMPANY.

iii) Reinstating Removed Accounts

In the event that a former MEMBER whose account has been removed wishes to reenter into business relations with the COMPANY at a later date, the former MEMBER must once again complete the application process outlined above. The COMPANY will review the application and determine whether to bestow membership. As in the case of a brand new prospective MEMBER, the decision as to whether to bestow membership privileges is at the sole discretion of the COMPANY.

8. SECURITY AND CONFIDENTIALITY

i) The Company's Obligations

The COMPANY agrees to take all reasonable steps to ensure that information provided by the MEMBER and information related to the MEMBER's business dealings with the COMPANY are held in a secure fashion both on and off line. The COMPANY also undertakes to preserve strict confidence in its dealings with the MEMBER. However, the COMPANY will not be held liable in this where the COMPANY is compelled to reveal information related to the MEMBER or the MEMBER's business dealings with the COMPANY by an order from a government body, a legal injunction or any other similar instrument.

ii) The Member's Obligations

The COMPANY will provide the MEMBER with the user name and password by which the MEMBER may gain access to the COMPANY's online facilities. It is the sole responsibility of the MEMBER to hold this user name and password in a secure fashion. Only the designated MEMBER is permitted to use the user name and password provided to the MEMBER by the COMPANY to access its online facilities. The COMPANY will not be held liable for any losses or damages, whether direct or indirect, arising either from the MEMBER's failure to hold his or her user name and or password securely, or from the MEMBER permitting a third party or parties access to the COMPANY's online facilities via the MEMBER's user name and password. Furthermore, the COMPANY reserves the right in its sole discretion to remove the MEMBER's account and retain the MEMBER's deposit if it finds reasonable evidence that the MEMBER's account is being used by automated systems or by persons other than the MEMBER.

9. ONLINE FACILITIES

i) The Company's Obligations

Business between the MEMBER and the COMPANY shall be carried out in large part through the COMPANY's online facilities comprising both public-access and password-protected websites operated by the COMPANY. The COMPANY has the sole responsibility to supply and maintain these facilities. The COMPANY undertakes to take all reasonable measures commensurate with the size and nature of its business to ensure the availability of these online facilities. The COMPANY will not be held responsible for unavailability of its online facilities due to circumstances beyond its control. The COMPANY also makes no warranty as to the numbers of and types of vehicles accessible through these facilities.

ii) The Member's Obligations

It is the sole responsibility of the MEMBER to log in and check these online facilities regularly for communications and information updates from the COMPANY. The COMPANY will not be responsible for any losses or damages incurred as a result of the MEMBER's failure to do so.

Furthermore, although the COMPANY undertakes to provide a reasonable level of support to assist the MEMBER in using its online facilities, it is the sole responsibility of the MEMBER to ensure that the MEMBER personally or the MEMBER's staff have the computer, software and Internet connection facilities required to use these services and to ensure that this software and equipment is correctly configured.

10. PURCHASING VEHICLES THROUGH THE ONLINE AUCTION

i) Proxy Bids

The online facilities provided by the COMPANY allow the MEMBER to search and place proxy bids on vehicles in auctions all over Japan. The COMPANY will then place the actual bids on the vehicles designated by the MEMBER's proxy bids through the COMPANY's bidding facilities with the auctions themselves. However, the decision concerning whether to enter actual bids at the auctions themselves in response to proxy bids entered by the MEMBER shall be at the sole discretion of the COMPANY. The COMPANY will bid up to the proxy bid amount specified by the MEMBER unless the MEMBER has given prior written permission to the COMPANY allowing the COMPANY to go over this bid by a specified amount.

ii) Proxy Bids And Commitment To Complete Purchase

By placing a proxy bid on a particular vehicle through the COMPANY's online auction facilities, the MEMBER is agreeing to purchase that vehicle from the COMPANY, paying the full auction price of the vehicle itself along with all fees and charges outlined in these Terms of Trade in the event that the MEMBER's proxy bid amount is sufficient to be successful in securing this vehicle at auction.

However, the MEMBER can also use the COMPANY's online auction facilities to designate as a group two or more vehicles that the MEMBER has placed proxy bids on. The COMPANY will then bid on the vehicles in this group in the order in which they come up for auction and will cancel any outstanding proxy bids for other vehicles in this group in the event that the COMPANY is successful in purchasing one. In this case, the MEMBER shall only be liable for paying the cost and all associated fees for the single vehicle from the group actually purchased at auction on the MEMBER's behalf.

iii) Cancellation Of Proxy Bids

The MEMBER may ask the COMPANY to cancel a proxy bid at any time during the day on which the auction is held. However, although the COMPANY will make reasonable effort to ensure that a bid is not entered at auction for a vehicle on which the MEMBER has canceled the proxy bid in the COMPANY's online facilities, the COMPANY will not be held responsible for purchasing a vehicle on behalf of the MEMBER where the proxy bid on that vehicle was canceled by the MEMBER after 09:00 (9:00 am) Japan Standard Time on the day this vehicle was being auctioned. In this case, the MEMBER will pay the whole cost of the vehicle and all associated charges as stipulated in these Terms of Trade in the event that the COMPANY purchases this vehicle on the MEMBER's behalf.

11. VEHICLE DESCRIPTIONS AND ACTUAL CONDITION

i) Vehicle Descriptions

The COMPANY undertakes to ship vehicles from Japan in the condition they are described as being in in the COMPANY's online facilities. The information concerning the state of the vehicles is received from the various auctions in Japan of which the COMPANY is a member. This information is then displayed on an "as is" basis through the COMPANY's online facilities. The COMPANY does not inspect any vehicle directly prior to auctioning.

ii) English Translations

On request, the COMPANY may provide an English translation of the pertinent sections of the auction sheet supplied by the original auction at no additional charge for vehicles on

which the MEMBER has placed a proxy bid. In the case of some auctions, the COMPANY can also provide automated English translations of some parts of the auction sheet for all the vehicles in that auction, whether the MEMBER has placed a proxy bid on that vehicle or not.

The COMPANY in its sole discretion may decide to not comply with the MEMBER's request for a human translation of the auction sheet where the MEMBER's proxy bid for the vehicle in question is significantly below the level at which the MEMBER would have a reasonable chance of successfully securing it at auction.

The COMPANY warrants that any translation it supplies is a true, complete and accurate reflection of the original Japanese language.

iii) Other Languages

The availability of language support in languages other than English is at the sole discretion of the COMPANY and is presently limited to language support in Russian.

iv) English As The Primary Language Of Communication

The COMPANY's primary language of communication is English and the COMPANY will not be held liable for any losses or damages incurred by the MEMBER as a result of the MEMBER's failure to understand communications or information presented in this language. The COMPANY will also not be held liable for any losses or damages incurred by the MEMBER as a result of the COMPANY's failure to understand non-standard English expressions used by the MEMBER in communication with the COMPANY.

v) Requests For Additional Information

Where the auction sheet is not clear about a particular aspect of a vehicle, or if the MEMBER has an additional question regarding a particular vehicle that cannot be answered using public domain sources such as the Internet, the MEMBER may request that the COMPANY approach the auction directly for additional information. In this case the COMPANY agrees to make a reasonable attempt to acquire the requested information, and to provide a true and accurate translation of this information to the MEMBER.

vi) Advice

From time to time, the COMPANY may provide advice to the MEMBER regarding particular vehicles at auction. This advice reflects the experience of the COMPANY in purchasing vehicles at auction in Japan and will be given honestly and in good faith. However, any reliance the MEMBER places on the advice supplied by the COMPANY is at the MEMBER's own risk and the COMPANY will not be held liable for any direct or

indirect losses or damages incurred by MEMBER as a result of this reliance.

vii) The Company's Liability For Damage Or Defects

The COMPANY will make every effort to deal only with reputable auctions and to communicate information regarding the condition of vehicles to the MEMBER in an honest and accurate fashion.

However, the COMPANY will not be held liable for any defects in the vehicle that were not specifically mentioned by the auction company, whether in the auction sheet or during the course of direct communication with the auction company. The COMPANY will also not be held liable for any defects in the vehicle, whether mentioned in the auction sheet or during the course of direct communication with the auction company, which were communicated directly to the MEMBER prior to the COMPANY bidding on this vehicle in response to the MEMBER's proxy bid. Furthermore, the COMPANY will not be held liable for any damage or loss that occurs after the vehicle is loaded on the ship for international shipping.

viii) Maintenance Required On Arrival

The MEMBER is hereby put on notice that vehicles will usually require a thorough cleaning both inside and out, and also that "consumable" items (such as oil, brake pads, tires and the like) may require replacing on arrival. The MEMBER is strongly urged to take reasonable care when starting the vehicle upon arrival, since cold starting after a long period of inactivity can result in severe damage to the engine and other parts of the vehicle.

12. CLAIMS ARISING FROM THE CONDITION OF THE VEHICLE

i) How To Make Claims

All claims arising from the condition of the vehicle must be made within 14 days of the vehicle arriving at the foreign port designated by the MEMBER. Any claim should be made in writing via regular mail, fax or email. This written claim must contain the following information:

- Details of the statement made by the COMPANY in regard to the condition of the vehicle that the MEMBER alleges was false.
- Details of the specific alleged defects in the vehicle. Where pertinent to the type of alleged damage, this should also include high-quality digital photographs of the damage in question.
- An independent assessment of the alleged defect written in English by an accredited vehicle repair specialist. This report will be obtained at the MEMBER's expense.

The COMPANY will provide an English translation of any Japanese documents relevant to

the claim and have them produced by a qualified independent translator of the COMPANY's choosing. The COMPANY will make copies of these relevant original documents and their translations available to the MEMBER.

ii) Limitations On Vehicles That Can Be The Subject Of Claims

The COMPANY will not entertain claims concerning the mechanical, body or interior condition of the vehicle with regard to:

- Grade ***, RA, o or A vehicles.
- Grade 1, 2, 3 vehicles.
- Vehicles over 10 years old, regardless of grade.
- Vehicles with over 100,000 km in mileage, regardless of grade.
- Vehicles transported by container shipping.

The COMPANY will not entertain claims concerning the damage of or loss of:

- In-car entertainment system components.
- Car navigation system components and associated display screens.
- Items not affixed directly to the vehicle itself.

The COMPANY will also not entertain claims that are not submitted following the procedures outlined above.

iii) Settlement Of Claims And Limitation Of Liability

The COMPANY and the MEMBER will settle any legitimate claims correctly submitted by the MEMBER through negotiation in good faith as speedily as reasonably possible, with the COMPANY's maximum liability being capped at 50% of the price paid for the vehicle at auction plus 100% of the commission received by the COMPANY in respect of the vehicle(s).

13. IMPORT REGULATIONS AND COMPLIANCE

i) The Member's Responsibilities

It is the sole responsibility of the MEMBER to research and remain in compliance with all regulations and restrictions connected with importing the vehicle into the country specified by the MEMBER. The COMPANY will not be responsible for carrying out any of this research or taking any measures necessary to ensure this compliance. Furthermore, the COMPANY does not warrant the accuracy of any information or advice it might tender to the MEMBER in regard to the nature of these regulations.

ii) Provision Of Supporting Documentation

However, at the MEMBER's request, the COMPANY will take reasonable steps in a timely fashion to tender documentation or information to the MEMBER that will assist the MEMBER in complying with regulations or restrictions connected with the importing of the vehicle.

14. CHARGES INCURRED AFTER DEPARTURE OF THE VEHICLE FROM JAPAN

The COMPANY will not be held liable for any port, storage or other charges and fees incurred after the vehicle has been loaded onto a ship for international transportation from Japan. Payment of these charges and fees is the sole responsibility of the MEMBER.

15. FEES AND CHARGES PAYABLE TO THE COMPANY

In addition to the actual price of the vehicle as purchased at auction, the COMPANY will also charge the MEMBER the following fees:

i) Commission

The COMPANY will charge commission at the following rates. These rates are divided into two bands, with their levels being determined by the time at which the COMPANY receives payment from the MEMBER, with the principle that earlier payment will attract a lower level of commission.

<i>Payment type</i>	<i>Commission Fee</i>	<i>Condition</i>
Pre-Pay	¥ 70,000 per vehicle + 2% of the vehicle purchase price	Payment for the full auction price of the vehicle itself is received by the end of the day of the auction in which the vehicle was purchased.
Extended Pay	¥ 70,000 per vehicle + 5% of the vehicle purchase price	Payment for 50% of the auction price of the vehicle itself is received by the end of the Friday of the week after the week in which the auction occurred.

Payment within the "Payment Period" referred to in the table above is determined by the date on which the payment arrives in the bank account specified by the COMPANY to receive such transfers. It does not refer to the date on which the MEMBER sends the money by Telegraphic Transfer, nor the date on which the MEMBER informs the COMPANY of the transfer. It is the sole responsibility of the MEMBER to ensure that monies are transferred in sufficient time.

ii) Shipping And Transportation Costs Of Vehicles

The MEMBER will pay the whole cost of transportation of vehicles within Japan and any international shipping for vehicles purchased at auction on the MEMBER's behalf .

The COMPANY will make reasonable effort to ensure that the internal transportation within Japan and the international shipping from Japan for vehicles purchased at auction on behalf of the MEMBER is both the most speedy and cost-effective option available. However, with regard to international shipping, the COMPANY reserves the right to put the process of attempting to secure a place for a vehicle on a ship on hold in the event that the MEMBER has not made any payment against the vehicle in question.

The COMPANY will not accept any responsibility for delays in transporting or shipping vehicles due to factors beyond its control including, but not limited to, lack of space on ships due to pressure of traffic to a particular destination.

The MEMBER can request one of the following shipping options for each vehicle:

FOB (Free On Board)

FOB shipping includes the cost of customs and internal transportation procedures in Japan up until the point the vehicle is placed on a ship to be transported to the foreign port specified by the MEMBER. (The MEMBER will pay the international shipping charges directly to the shipping line on collection of the vehicle.)

C&F (Cost And Freight)

C&F shipping includes the cost of customs and internal transportation procedures in Japan, along with the cost of the international shipping of the vehicle from the port in Japan to the foreign port specified by the MEMBER.

CIF (Cost / Insurance / Freight)

CIF shipping includes the cost of customs and internal transportation procedures in Japan, the cost of marine insurance for the vehicle, along with the cost of the international shipping of the vehicle from the port in Japan to the foreign port specified by the MEMBER.

The COMPANY will ship all vehicles by FOB unless it receives a specific request from the MEMBER to use C&F or CIF shipping methods within a reasonable period of time before shipping is booked. However, in certain circumstances the COMPANY may require that vehicles purchased by the MEMBER be shipped using the CIF shipping method. In this case the COMPANY will notify the MEMBER of this in advance.

In the case of vehicles to be shipped by C&F or CIF methods, the cost of the international shipping for a particular vehicle shall be notified to the MEMBER as soon as possible after it has been booked. The payment for international shipping must be received in full by the time the BL for the vehicle is ready. In the event that the MEMBER requests to be

informed of the total shipping cost for vehicles under CIF or C&F terms before the COMPANY has been invoiced by the shipping company itself, the COMPANY will calculate the shipping cost using the current shipping rate and internal exchange rate and include an additional 10% charge to cover any potential future changes in either of these.

Vehicles purchased at auction on behalf of the MEMBER will be shipped to the country and port specified by the MEMBER in the records held by the COMPANY. It is the sole obligation of the MEMBER to ensure that this information is correct and up-to-date. The COMPANY will not accept responsibility for any delays or additional shipping costs or other charges incurred as a result of the MEMBER failing to ensure that this information is correct and up-to-date, or as a result of the MEMBER failing to communicate changes to the COMPANY within a reasonable period of time before international transportation is booked for a particular vehicle.

iii) Storage Fees And Conditions

a) General Policy On Storage Fees

The MEMBER will not be charged storage fees for any period during which the vehicle remains in Japan while the COMPANY attempts to secure a place for it on a ship.

b) Extended Storage At The Member's Request

The COMPANY in its sole discretion may permit the MEMBER to delay the shipping of a specific vehicle. In this event, the COMPANY will charge a fee of ¥300 per vehicle per day for every day from the day the car arrived at the storage area on the wharf. The COMPANY in its sole discretion may revoke this storage service at any time and may insist that the vehicle be shipped on the earliest possible vessel after that revocation.

Furthermore, the COMPANY will not be liable for any additional shipping or other charges incurred as a result of any deterioration in the condition of the vehicle during a period of storage requested by the MEMBER. Any such charges will be paid in full by the MEMBER.

iv) Photographs

Where the MEMBER requests extra photographs to be taken (in addition to those that can be viewed with the auction sheet), the COMPANY will provide the MEMBER with up to 5 (five) photographs of any car purchased by the COMPANY on behalf of the MEMBER without additional charge. Any extra photographs in addition to these five will be provided at a rate of ¥500 each.

v) Other Charges And Fees

The COMPANY will charge the MEMBER the cost of any additional services requested by the MEMBER, or the cost of additional services required for the processing and transport of a vehicle purchased on behalf of the MEMBER. These charges include, but are not limited to, fees associated with the preparing and loading of vehicles where these vehicles are to be shipped by container shipping.

As far as possible, the COMPANY will inform the MEMBER of these additional charges in advance.

16. PAYMENT METHODS

i) Payments By The Member

The MEMBER will make payment for the vehicles and services provided by the COMPANY according to the terms and schedules stipulated in these Terms of Trade. These payments will be made by the MEMBER via Bank Telegraphic Transfer to a bank account specified by the COMPANY. All payments will be made in Japanese Yen or US Dollars.

Although the MEMBER can transfer payments in US Dollars, all amounts in the MEMBER's account with the COMPANY will be denominated in Yen. The MEMBER's account with the COMPANY will be credited with the Japanese Yen amount received in the COMPANY's bank account. US Dollar transfers will be converted to Yen on the day of their arrival in the COMPANY's bank account at the rate offered by the COMPANY's bank. Any charges incurred as part of the international transfer process, including those made by the COMPANY's own bank for receiving and converting transferred monies, will be borne by the MEMBER. It is the MEMBER's responsibility to take these costs into account when making the transfer.

The MEMBER's account with the COMPANY will only be credited with transferred monies when the COMPANY has received notification of the arrival of these monies from its bank.

The COMPANY will not be held responsible for any delays in the transfer of monies. This includes, but is not limited to, delays caused by vagaries of the international financial system.

ii) Receiving Account Details

The COMPANY agrees to take reasonable steps to ensure that the details of bank accounts available for receiving payment are up-to-date and available to the MEMBER.

17. OWNERSHIP OF VEHICLES BOUGHT ON BEHALF OF THE MEMBER

A vehicle purchased at auction following a proxy bid placed by the MEMBER through the COMPANY's online auction facilities will remain the sole property of the COMPANY until full payment for the cost of purchase of the vehicle and all other charges related to this vehicle and its export has been received from the MEMBER. At this point, the ownership of the vehicle shall pass to the MEMBER.

18. DOCUMENTATION

i) Documentation Transferred

The COMPANY will send the following documentation to the MEMBER for a vehicle the ownership of which it has transferred to the MEMBER as soon as possible after this documentation is available.

- A paper invoice for the transaction.
- The Bill of Lading (BL).
- Registration Cancellation Certificate (also referred to as the Export Certificate).
- (English translation of the Registration and Registration Cancellation Certificate will be provided only in the event that this additional documentation is required by the country the MEMBER is importing the vehicle into.)

Where the vehicle is being shipped by CIF, the COMPANY shall send the Marine Insurance Certificate to the MEMBER as soon as it is available.

ii) Sending Documentation

All documentation will be sent to the MEMBER via a tracked, insured airmail postal service. This will usually be the EMS service supplied by the Japanese Post Office, where it is available to send items to the country specified by the MEMBER.

In the event that the EMS service is not available for the destination the MEMBER requires documentation to be sent to, the COMPANY will use FedEx, DHL or another similar service.

There will be no charge for the sending of documents pertaining to the export of vehicles.

iii) Provision Of The Correct Address & Damage Or Loss Of Documentation

It is the sole responsibility of the MEMBER to ensure that the COMPANY has the correct details of the address to which documentation should be sent. The COMPANY will not be held liable for any delays or losses as a result of the MEMBER's failure to provide a correct address for sending documentation. The COMPANY will also not be liable in the event that these documents are lost, damaged, destroyed or delayed in transit.

iv) Changes To The Bill Of Lading

The MEMBER may request changes to the details listed in the Bill of Lading (BL) for a particular vehicle. In the event that the changes are not the result of error or negligence on the part of the COMPANY, the MEMBER will pay an additional fee of ¥10,000 per Bill of Lading (BL) amended, irrespective of the extent of the alterations.

19. PENALTIES

i) Order Cancellations Prior To Shipping

The COMPANY in its sole discretion may permit the MEMBER to cancel an order for a vehicle purchased on the MEMBER's behalf at any time between the moment the vehicle is purchased at auction and the time at which the international shipping to transport this vehicle is booked. Any such cancellation must be made in writing via fax, regular mail or email. However, in the case of such a cancellation, the COMPANY will levy a cancellation fee of ¥100,000 plus 20% of the auction purchase price of the vehicle itself.

Cancellation fees must be accredited to the COMPANY's bank account by 14 days after the date on which the COMPANY received the notice of cancellation from the MEMBER. Where the MEMBER has canceled a vehicle and paid the cancellation fee within the period specified above, the ownership of the vehicle shall remain with the COMPANY and the MEMBER shall not be held liable for any further charges or costs in relation to this vehicle.

If the MEMBER gives notice of cancellation in accordance with the above but does not send the full cancellation fee within the specified time period, the order for the vehicle will not be canceled and the MEMBER will remain liable for the full cost of the vehicle along with all associated charges and fees as stipulated in these Terms of Trade.

ii) Order Cancellations After Shipping Has Been Booked

The COMPANY will not accept a cancellation request for a vehicle purchased at auction on the MEMBER's behalf after the time at which this vehicle is booked on a ship for

international transportation from Japan. In this case, the MEMBER will be liable to pay the full cost of the vehicle and all other fees and charges related to the purchase of this vehicle as stipulated in these Terms of Trade.

iii) Suspension Of Bidding Privileges

The COMPANY in its sole discretion may choose to suspend the MEMBER's ability to place proxy bids on vehicles through the COMPANY's online facilities where the COMPANY has reason to believe that the MEMBER has violated any provision of these Terms of Trade.

iv) Revocation Of Membership

The COMPANY in its sole discretion may choose to revoke MEMBER's access to the COMPANY's online facilities where the COMPANY has reason to believe that the MEMBER has violated any provision of these Terms of Trade. In this case the COMPANY in its sole discretion will decide whether to return any portion of the MEMBER's deposit.

v) Penalties For Late Payment

The MEMBER will pay all costs and fees promptly and in accordance with the provisions of these Terms of Trade.

In the event that the MEMBER fails to pay 50% of the value of the vehicle(s) by the end of business on the Friday of the week after the week in which the auctions at which the vehicle or vehicles were purchased occurred, the COMPANY will consider the MEMBER to have violated these Terms of Trade and to be in default. The COMPANY will immediately suspend the MEMBER's ability to place proxy bids through the online system, will cease processing of all vehicles purchased on behalf of the MEMBER, and will take all appropriate measures at its disposal to secure full payment.

In the event that the MEMBER fails to pay the remainder of the value of the vehicle(s) along with all fees, charges and commission payable under these Terms of Trade by the day on which the BL(s) are received from the shipping company, the COMPANY will consider the MEMBER to have violated these Terms of Trade and to be in default. The COMPANY will immediately suspend the MEMBER's ability to place proxy bids through the online system, will cease processing of any other vehicles purchased on behalf of the MEMBER, and will take all appropriate measures at its disposal to secure full payment.

Interest will be charged on all monies the payment of which the MEMBER is deemed to be in default on at a rate of 12% per annum from the date at which the default first occurred until the date at which the money is either paid by the MEMBER or otherwise recovered from the MEMBER by the COMPANY or its representatives

20. RESOLUTION OF DISPUTES

The COMPANY and the MEMBER undertake to make reasonable efforts to resolve any disputes arising in their relationship following the provisions of these Terms of Trade. In the event that the issues in question are not covered by these Terms of Trade, the COMPANY and the MEMBER agree to make every effort to resolve the dispute through mutual negotiation in good faith.

In the event that reasonable attempts at negotiation fail and one or both parties decide to take recourse to legal action, this legal action shall be brought under Japanese Law in the Kobe District Court.