

ECL Agency Service Agreement

Based on the following Service Agreement (hereinafter referred to as "the Agreement"), ECL Agency (hereinafter referred to as "the Company") provides services related to the overseas transportation of goods, such as used vehicles, to its customers.

As ECL Agency provides shipping route-specific services to its customers together with G Alliance Shipping Ltd., with which it has capital ties, "the Company" stated in the Agreement shall refer to "ECL Agency, Ltd. and G Alliance Shipping Ltd."

Article 1 (Definitions)

In the Application Form for Starting Business and the Agreement, the following terms have the meaning defined below.

(a) "Customer" means a person who applies for services to the Company with the Application Form for Starting Business based on the Agreement and receives the Service from the Company.

(b) "Service" means all or part of the working processes (specifically, damage checks of goods such as used cars, taking photos of the appearance and interior of the vehicles, radiation measurement, repairs, export inspections, car washing/cleaning, storage, customs clearance, booking, shipping-related procedures, maritime transportation, etc.) related to the overseas transportation of goods such as used cars, which are requested from the Customer after they submitted the Application Form for Starting Business to the Company. "Service" shall include both main work and supplementary work.

(c) "Terminal Yard" means the place where goods, such as used cars, are stored, which the Company built in major bay areas in Japan.

(d) "Customer's Vehicles" means goods such as used cars (including their accessories) that the Customer entrusts to the Company.

(e) "Website" means the Company's website displayed at the URL of <https://www.ecl-agency.com/>.

(f) "Main Work" means a part or all of the work involved in the shipping, storage, and radioactivity inspection of the Customer's Vehicles.

(g) "Supplementary Work" means Customer's Vehicles-related works other than shipping, storage, and radioactivity inspection. For example, taking additional photos, engine-number survey, and additional installation work of inner cargoes fall into this category. In addition, land transportation is also included, if shipping is suspended according to the Customer's convenience and domestic cargo is carried out from the Company's Terminal Yard.

(h) "Charge for Supplementary Work" means the charge incurred as a result of Supplementary Work, and it will be incurred separately from the charge for the Main Work.

(i) "Luxury or Rare Vehicle" means a vehicle valued at ¥10,000,000 or more (excluding tax), based on the higher of the purchase (auction) price or the market value.

(j) "Vehicle Purchase (Auction) Price" refers to the price of the used vehicle, and shall not include the auction fee, consumption tax, inland transport cost, automobile tax, weight tax, recycling deposit fee, and agency fee.

Article 2 (Purpose and Application of the Agreement)

1. This Agreement prescribes the conditions concerning the use of the Service provided by the Company to the Customer.

2. The Customer is deemed to approve the Agreement upon submitting the Application Form for Starting a Business. Please read the Agreement carefully before applying for the Service.

3. The Company may set additional provisions (hereinafter referred to as "Additional Provisions"), which constitute a part of the Agreement, with the Customer for each Terminal Yard, in connection with the Service.

4. Regarding the content of the Service, fee, payment method, provision of cancellation method, etc., different conditions may be prescribed in the Additional Provisions.

5. In the event of inconsistency between the Agreement and Additional Provisions, the Additional Provisions shall supersede. For details, please confirm the Additional Provisions.

Article 3 (Establishment of Individual Contract)

Each contract between the Customer and the Company (hereinafter referred to as "Individual Contract") is deemed to come into effect when the Customer clearly

states their intention to apply for the Service and the Company receives the documents required for the export procedures (invoice, shipping instructions, export certificate, etc.) from the Customer. Note that in some circumstances, the Company may not be able to accept the Customer's application.

Article 4 (Revision of Agreement)

1. The Company may revise the Agreement from time to time without obtaining the Customer's consent.
2. The revision to the Agreement shall come into effect upon posting of the revised Agreement on the Website. And the revised Agreement is thereafter applied to the Customer and the Company.

Article 5. (Scope of Work of Service and Responsibility of Company)

1. The Company carries out the Service, based on the Customer's request. The details of the specific work conducted by the Company shall be determined by Individual Contracts.
2. The Company shall assume responsibility for the Customer's Vehicles during the period from the moment when the Company receives the Vehicle in reality to the moment of the completion of the shipping to the vessels used for overseas transportation. "When the Company receives the Vehicle in reality" in this context means the moment when the Customer's Vehicle is put in the Terminal Yard of the Company.

Article 6 (Payment and Billing)

1. Payment for the Main Work shall be paid by the Customer by the end of the month following the month in which the Main Work was provided for the Customer's Vehicle or the shipment of the Customer's Vehicle was completed.
2. The cutoff day of the payment for Supplementary Work is at the end of the month in which the work is conducted, and the Customer shall pay for the Supplementary Work by the end of the following month.
3. When the Company fulfills all or part of the Main Work or Supplementary Work for the Customer's Vehicle before it becomes clear that the Customer's objective cannot be achieved, such as the Customer's Vehicle cannot be shipped, the Company may charge the Customer a percentage of the payment for the Main Work or Supplementary Work fees corresponding to the work that has been completed.
4. Notwithstanding paragraphs 1 and 2, if it becomes clear that the Customer's objective cannot be achieved, such as the Customer's Vehicle cannot be shipped, and the Customer's Vehicle is transported out of the terminal yard, the Customer shall pay the cost of the completed Main Work and Supplementary Work upon collection of the Customer's Vehicle transported out of the terminal yard for any reason whatsoever.
5. If a consignee bears the responsibility of paying the Company for the Service in cash (including when a consignee is liable for the payment of freight charges, and the Company recovers such charges from the consignee on behalf of the shipping company), the Customer shall be jointly responsible with the consignee for paying the Company.
6. The Company regards the account described on the form submitted by the Customer as the Customer's account for bank transfer.
7. Payment to the Company shall be made through transferring the amount to the account the Company designates on a yen basis. All transfer fees etc. incurred at the time of payment shall be borne by the Customer.
8. If the Company advances pays a shipping company for the Customer's expenses related to the shipment of the Customer's Vehicle, the Customer shall reimburse the shipping fee to the Company, regardless of the terms of the business agreement between the Customer and the consignee.
9. If the Customer fails to make the payments prescribed in paragraphs 1 to 4 and paragraph 7 within the due date, except for unavoidable circumstances such as Japanese banks being out of service due to a natural disaster or similar event, the Customer shall pay the amount calculated at 14.6% per annum of the due date as a delayed interest according to the number of days from the day following the payment due date until the payment completion date.

Article 7 (Disclaimer of the Company)

1. In cases where the Customer's Vehicle is damaged due to a vehicle-related fire, loss, damage, or delay, attributable to the following reasons, the Company

shall be released from its liability.

- (a) Reasons not attributable to the Company, such as the nature of the Customer's Vehicle, including ignition, decay, and corrosion; an act of the Customer or a person acting on behalf of the Customer; an act of a shipping company; an act of a consignee
- (b) Natural disaster, war, riot, civil disturbance, abolition/enactment of laws and regulations, order and disposition by public authority, administrative guidance, strikes and other dispute acts, and other force majeure events
- (c) Reasons attributable to lockouts, improperly maintained vehicle, flood-damaged vehicle, vehicle rendered immobile for unknown reasons or without prior notice to the Company of the cause of immobility, and any other vehicle attributes or defects not attributable to the Company
- (d) Reasons attributable to damage caused by thermal expansion of the vehicle body or glass due to sunlight, discoloration or peeling of paint, deterioration, corrosion, or damage caused by the natural environment, or any other natural phenomena
- (e) Force majeure attributable to the location or environment of the Company's terminal yard, including flying debris or similar causes
- (f) Reasons or accidents that could not be avoided by the Company, which could not be prevented even though the Company pays a significant amount of attention
2. If, in repairing vehicle damage due to an accident or similar incident, there are unavailable parts, extremely difficult to obtain, or significantly more expensive to procure than ordinary parts, the Company shall, unless it commits willful misconduct or gross negligence, not be liable whatsoever for additional expenses arising from procuring the parts or difficulties in carrying out the repairs, as well as compensation for damages equivalent to such costs.
3. The cost, such as an increase in expenses related to the Customer's Vehicles caused by a reason prescribed in the preceding or pre-preceding paragraphs, shall be borne by the Customer.
4. In any of the following cases, the Company may refuse to transport the Customer's Vehicles into the Company's terminal yard or transport the Customer's Vehicles out of the Company's terminal yard. The Company shall not be liable whatsoever for any loss, damage, expenses, or losses incurred as a result.
 - (a) When the transportation of the Customer's Vehicle into or out of the Company's terminal yard is done outside of the business hours of the Company's terminal yard
 - (b) When the capacity of the Company's terminal yard is exceeded
 - (c) When a vehicle to be transported into the Company's terminal yard is an unlawful vehicle, such as a stolen vehicle or equipped with an illegal accessory
 - (d) When land transport or other activities incidental to transporting the Customer's Vehicle into or out of the Company's terminal yard are illegal
 - (e) When transporting the Customer's Vehicle into or out of the Company's terminal yard could disrupt the maintenance and/or management of the Company's facilities
 - (f) When the Customer fails to report the fact that the Customer's Vehicle is a Luxury or Rare Vehicle before transporting the vehicle to the Company's terminal yard
- (g) Any other reason for which the Company determines that there is a problem in transporting the Customer's Vehicle to or from the Company's terminal yard

Article 8 (Descriptions Concerning Customer's Vehicles)

1. The Company does not participate in any display of the weight, content, volume, quantity, quality, item name, state, symbol, number, or price of the Customer's Vehicles. Also, the Company is not involved in any related display. In addition, the Company does not assume any responsibility for such description or details.
2. The Customer shall understand and agree that, if an object that is not referred to in the invoice is left in the Vehicle and the Customer does not remove it after they could recognize its existence with the Company's system, ANSHINKUN, the Company shall dispose of the object at the Customer's expense, considering the danger of the object, impact on overseas transportation, etc.

Article 9 (Customer's Full Statement)

1. The Customer shall assure the Company that the full statement concerning the Customer's Vehicle, which is to be submitted when the Vehicle is delivered to the Company, is done so under the responsibility of the Customer and that its content is true and accurate.

2. The Customer must compensate the Company for all loss, damage, and expenses borne by the Company resulting from inaccurate or false full statement details (including the Purchase (Auction) Price or market value of the Customer's Vehicle).

Article 10 (Customer's Packing and Stowage)

The Customer is responsible for any loss, damage, and/or injury incurred due to inappropriate and insufficient packing of the Customer's Vehicle, inappropriate stowage to the inside of containers, inappropriate loading to the trailers, or defects or ineligibility of containers and trailers arranged by the Customer. In addition, the Customer shall bear all additional costs incurred by above-mentioned events.

Article 11 (Dangerous Goods and Disclaimer)

1. If the Customer's Vehicle has a defect or poses any danger due to its nature, the Customer shall provide the Company with sufficient information in advance and shall attach the required labels specified by laws and regulations. The Customer shall be responsible, regardless of intent or negligence, for any damage, such as loss, harm, and delay to the Customer's Vehicle, and for damage to the Company arising as a result of the Customer failing to provide the necessary information.

2. If the Customer fails to give notice in advance even though the Customer's Vehicle has defects and dangers due to its nature, the Company shall be able, at its discretion and judgment, to discard, destroy, detoxify, or take other measures to dispose of the Vehicle anytime, anywhere. In such a case, the Customer shall assume responsibility, regardless of intent or negligence, for any loss, damage, delay-related damages arising from the Customer's Vehicle, and loss inflicted on the Company. The Company shall not indemnify the disposed Customer's Vehicle.

3. Even in cases where the Customer delivers the Customer's Vehicle in accordance with provisions in paragraph 1, if the Company determines reasonable grounds that the vehicle could be harmful to the vessel, cargo, other goods, and/or other persons, the Company shall be able to dispose of the Customer's Vehicle in the same way prescribed in the preceding paragraph. In such case, responsibilities of the Customer shall be the same as the preceding paragraph.

Article 12 (Cancellation)

If any situation falls under any of the following reasons, the Company may immediately cancel the Individual Contract without notice and stop all or part of the Service.

1) When not fulfilling all or part of the obligations under the Agreement, Additional Provisions or Individual Contract

2) When payment is stopped or the Customer becomes insolvent

3) When making or receiving a petition for commencement of bankruptcy proceedings, commencement of civil rehabilitation proceedings, or the commencement of company reorganization proceedings

4) When deciding to dissolve the Company, or merging with another company

5) When being seized or provisionally seized by a third party, or receiving provisional disposition, other compulsory executions or petition for auction, punishment for delinquency in public taxes from a third party

6) When involving antisocial forces in business or management, or when using antisocial forces

7) When any other serious breach of trust has occurred

Article 13 (Forfeiture of Benefit of Time)

If any grounds for cancellation prescribed in the preceding Article, the Civil Code, or other applicable laws and regulations occur, the Customer loses the benefit of time concerning the Customer's full debt to the Company at the moment when the event occurs, and the Customer shall pay the full amount to the Company.

Article 14 (Offset)

If the Company has monetary claims against the Customer, the Company shall be able to offset those claims against the amount the Customer owes to the Company at any time.

Article 15 (Customer's Obligation to Inform)

The Customer should inform the Company immediately if the following events occur.

- 1) Change of address, business name, name, or representative
- 2) Merger, company split, dissolution or organization change

- 3) Transfer, acceptance of transfer, rental, or entrustment of management of all or a part of the business

- 4) Abolition, reduction, or expansion of the business

- 5) Decrease in the amount of capital or reserve

- 6) Events that could have a serious impact on the business condition or asset condition

- 7) Events that are likely to fall under each item of Article 12

Article 16 (Compensation for Damage)

1. If the Company causes damage to the Customer because the Company did not fulfill the obligation prescribed in the Agreement, Additional Provisions, or Individual Contract, the Company shall be obliged to compensate the damages. The amount of damages that the Company shall be liable to pay to the Customer shall, however, be limited to the lesser of the following amounts.

- (1) Vehicle Purchase (Auction) Price

- (2) The cost of the vehicle included in documentation, such as on an invoice exchanged between the Customer and a third-party, such as a consignee

- (3) Market value

2. Notwithstanding the provisions in the previous paragraph, if the Customer fails to report to the Company the fact that the Customer's Vehicle is a Luxury or Rare Vehicle before transporting the vehicle to the Company's terminal yard, in no event shall the amount of compensation for damages concerning the vehicle exceed the lesser of the Purchase (Auction) Price of the Customer's Vehicle or ¥2,000,000.

Article 17 (Outsourcing of Service to Third Party)

1. The Company may outsource all or part of the Service it undertakes to third parties under arbitrary conditions.

2. Regardless of intent or negligence, if a third party entrusted by the Company causes damage to the Customer, the upper limit on the third party's compensation payouts to the Customer shall be the lower of the following amounts.

- (1) Vehicle Purchase (Auction) Price

- (2) The cost of the vehicle included in documentation, such as on an invoice exchanged between the Customer and a third-party, such as a consignee

- (3) Market value

3. Notwithstanding the provisions in the previous paragraph, if the Customer fails to report to the Company the fact that the Customer's Vehicle is a Luxury or Rare Vehicle before transporting the vehicle to the Company's terminal yard, in no event shall the amount of compensation for damages concerning the vehicle exceed the lesser of the Purchase (Auction) Price of the Customer's Vehicle or ¥2,000,000.

Article 18 (Detention and Disposition of Customer's Vehicle)

1. If the Customer fails to pay for the Service or makes any debt payment arising from or concerning the Service (including delinquent charges), the Company shall be able to retain the Customer's Vehicles at the Customer's expense until the payment is made.

2. If the Customer does not receive the Customer's Vehicle during the certain period, even though the Company has notified the Customer to receive the Customer's Vehicle kept by the Company during the period, the Company shall deem that the Customer has abandoned its claim to the Customer's Vehicle and the Company can freely dispose of it. In addition, if the Company gets money because it sold the Customer's Vehicle, the Company may use the money to pay the debt of the Customer.

Article 19 (Agreed Court of Jurisdiction)

In the event of a dispute regarding the Agreement, Additional Provisions, and Individual Contract, the Tokyo District Court shall be the first examiner's exclusive jurisdictional court.

Article 20 (Governing Law and Language Clause)

The Agreement, Additional Provisions, and Individual Contracts are governed by Japanese law and interpreted in accordance with Japanese law. Even if translated sentences and explanatory

documents in English are prepared, only the original in Japanese shall be effective. Contradictions or discrepancies between the original Japanese and the translated sentences or explanatory documents in English shall not affect the Agreement, additional provisions, or Individual Contracts.

Article 21 (Matters Other Than Agreement)

Matters that are not stipulated in the Agreement shall be resolved after consultation between the Customer and the Company.

Article 22 (Power of Attorney for Sending Bill of Lading (B/L))

The Customer authorizes the Company to undertake the following with respect to the sending of the Bill of Lading (B/L).

(a) The Company requests that the Customer send the B/L in a comprehensive manner, after fully understanding the "Precautions for Sending Original B/L" in the ECL Agency Service Agreement.

(b) The entrustment referred to in the preceding item shall cover a year in a comprehensive way, and a request for sending in writing for an individual vessel shall not be prepared.

Article 23 (Power of Attorney for Surrendered Bill of Lading)

The Customer authorizes the Company to undertake the following items concerning a surrendered B/L.

(a) The Company is authorized to endorse the issued B/L as the consignor for the purpose of processing it as a surrendered B/L (including the authority to amend the endorsement).

(b) The Customer confirms that they have delegated to the Company the authority to endorse, as the consignor, any B/L previously issued in relation to the transportation of the goods concerned, for the purpose of processing it as a surrendered B/L (including the authority to amend the endorsement).

Article 24 (Term and Revocation of Power of Attorney)

1. The term of the power of attorney in Article 22 and Article 23 above shall be one year from the date of submission of the Application Form for Starting Business. The term of the power of attorney shall, unless either the Customer or the Company objects, be extended for successive periods of exactly one year each time after the term is completed.

2. Revocation of the Company's power of attorney shall be done in writing, signed by the Customer's representative.

Article 25 (Language)

This Agreement is made in Japanese and translated into English. The Japanese text is the original and the English text is for reference purposes. If there is any conflict or inconsistency between these two texts, the Japanese text shall prevail.

— Notes Regarding the Sending of the Original Bill of Lading —

B/L is essential to the handling of documentary bill based on the sales contract between the shipper and consignee. However, since B/Ls are securities, if a third party that acquired the lost or stolen B/L without fault and in good faith appeared, the Company is obliged to deliver the cargo to the third party. Therefore, if a B/L is lost, specific procedures must be followed for reissuance.

The Company will send the B/L only when the Customer agrees with the procedures.

Please note that the Company accepts no liability for any accident arising from the transmission of the B/L, and that the Customer must not make any claim for damages arising from such accident.

In case the B/L is lost during transportation due to some accident and you want to reissue the B/L, the Company will reissue it on the condition that you pay the amount equivalent to 100% of the INVOICE VALUE (COMMERCIAL INVOICE) to us no later than a year after the date the vessel arrived at the unloading port.

With regard to the deposit, please confirm the following conditions as well.

1) If the Company confirms that, regardless of judicial reason or not, there was no claim for delivery of the cargo or any other claims for damage filed against the Company by a third party within a year after the delivery of the cargo, the deposit shall be refunded to the Customer without interest.

2) If, regardless of judicial reason or not, a third party files a claim for delivery of the cargo, or other claims for damage against the Company, the Company will

respond to the matter as follows:

- a) The deposit is applied toward any costs, including compensation the Company pays for the third party, judicial costs, and attorneys' fees.
- b) If there is a remaining amount after payments, including the compensation the Company is obliged to pay to the third party, and all of the costs mentioned above are deducted, the remaining amount shall be refunded to you without interest after the claim by the third party is finally settled.
- c) If the compensation the Company is obliged to pay to the third party, and all costs mentioned above, exceed the amount of the deposit, the Company shall charge the Customer the difference.

3) If the Company's vessel or other properties of the Company are seized on the ground of delivery of cargo without a B/L, the Company can use the deposit to release the seizure, and, if the deposit is not sufficient, the Company shall charge the Customer an additional deposit that the Company considers appropriate.

4) The Customer's responsibilities based on this Agreement shall be governed by the laws of Japan, and the Tokyo District Court shall have jurisdiction.

Regarding the sending of B/L, please fully understand the precautions mentioned above before requesting the Company or the contact person.

The Customer shall specify the method of sending the B/L. The Company shall send the B/L in the way specified by the Customer, with the postage cost paid by the Customer.