

Car Share Agreement

This Car Share Agreement (the “Agreement”) is entered into by and between THE GIFT LIFE Inc. (“GL”) and the Member. GL, acting as Proxy, is responsible for managing all cars on behalf of the Selected Owner from various Lenders. The Member acknowledges that by entering into this Agreement, they agree to comply with the Membership Eligibility Criteria of Club AWD.

<https://giftlife.tokyo/awd/help/club>

The Member understands that this Car Share Agreement is contingent upon compliance with the terms and conditions outlined in both this Agreement and the relevant membership agreements. The Member is hereby authorized to share the car for the agreed-upon duration. This Agreement constitutes a sharing arrangement between the Lender and the Member, with GL acting as Proxy in managing the agreement. GL certifies that the car has been maintained to safe and satisfactory standards, and the associated fees are intended to cover the cost of ownership, not for profit.

IDENTIFICATION OF THE SHARED VEHICLE

This Car Share Agreement (this "Agreement") is hereby entered into by and between GL and the Member (collectively the “Parties”).

THE GIFT LIFE Inc.
2F Shinoda Building, 23-3 Sakuragaoka-cho, Shibuya-ku, Tokyo

The Member (Customer Name):

Vehicle Make and Model:

1. CAR SHARE

In accordance with the terms and conditions of this Agreement, GL agrees to facilitate the sharing of a car (the “Shared Car”) owned by the Lender with the Member. In compliance with the Japan Road Transportation Act, which prohibits the leasing of shared cars on a fee-basis, this Car Sharing Agreement serves as an agreement for joint use between GL and the Member. Accordingly, fees paid by the Member to GL under this Agreement are allocated to cover the expenses related to the use and maintenance of the vehicle, and not for profit.

2. PURPOSE

The Shared Car shall be used by the Member for his/her personal use and shall not be used for any other purpose, including any business purpose(s).

3. TERM

This Agreement shall be effective for a term of one (1) year from the date set forth below. Unless notice of non-renewal is given by a party to the other party no later than one (1) month before the end of the term, this Agreement shall be automatically renewed for another one (1) year term.

4. GIFT LIFE’S FACILITATION

The Shared Car shall be shared by GL with the Member through the facilitation services provided by GL in accordance with the terms and conditions for use of the services applicable to each party.

5. OBLIGATIONS

All penalties and other costs resulting from violations shall be borne by the Member. The Member shall assume full responsibility for the use and maintenance of the Shared Car for the duration of the rental period. In the event of damage to the Shared Car, including but not limited to tire punctures, scratches, or other damage, whether caused by a third party or not, the Member's liability and responsibility shall be governed by Section 9, DAMAGE. The Member is responsible for covering repair fees or the insurance deductible, which will be deducted from the deposit as per Section 9. DAMAGE. However, if the damage renders the Shared Car irreparable or significantly reduces its resale value, even after repairs, both parties agree to negotiate the loss in good faith. The Lender remains responsible for fulfilling all vehicle maintenance obligations as

required by applicable laws or regulations, including daily maintenance checks as mandated by the Road Transport Vehicle Act.

6. GPS function

The Shared car will be equipped with a global positioning system (hereinafter referred to as the "GPS function"), and the current location and route of the shared car will be recorded in the system prescribed by GL. The Member hereby agrees that GL may use the recorded information for the following purposes.

- ① To confirm that the Shared Car has been returned to its designated location at the end of the agreement.
- ② To confirm the current location of the Shared Car when deemed necessary for managing the car share service or for fulfilling contractual obligations, etc.

In the event that GL is required to access and disclose the information from the GPS function and Driver Recorder device in the vehicle, GL retain the right to do so.

7. RESTRICTIONS

The Member shall not allow any other person to drive the Shared Car unless prior written express approval is granted by GL. Furthermore, the Member shall not use the Shared Car on any racing circuit, unless prior written express approval is granted by GL and a valid and qualified circuit driving license is held by the Member.

8. DRIVING DISTANCE

The use of the Shared Car will be limited to a specific cumulative driving distance as separately agreed upon by GL and the Member in advance. If the Shared Car is driven in excess of this limitation, a 20% surcharge on the base kilometer rate will be applied for the excess distance.

9. DAMAGE

It is the Member's responsibility to check the Shared Car prior to each time of use of it during the term of this Agreement and the Member shall notify the GL if the Member finds any damage to the Shared Car which is not informed in advance. The Member shall be fully liable for any personal injury to the Member or any passenger and any damage caused to the Shared Car or any other property that may arise in connection with the use of the Shared Car (including use by any third party), regardless of whether such injury or damage is covered by an insurance or not. In the event of returning the Shared Car, the Member must always be present to confirm any damages. If it is unavoidably impossible to be present, the Member must delegate the confirmation of damages to GL and abide by their findings. In the event that the Shared Car is damaged during use of the Shared Car by the Member causing potential irrevocable diminution in value of the subject Shared Car, the Member shall pay the Lender the following as penalty (Iyakukin), unless such damages are caused without the Member's or the Shared Car driver's fault:

- A minimum of JPY 200,000, for any damage incurred;
- The full amount of the security deposit shall be deducted should GL decide to utilize the vehicle insurance in order to repair damages made by the Member; and
- JPY 30,000 per day for the period that the subject Shared Car is unavailable to use due to the damage.

GL also retains the right to claim fees from the Member for any additional significant damages and/or road violation fees incurred during the duration of using the Shared Car.

10. FEES

The Member and the Lender mutually agree that the fee for the use of the Shared Car under this agreement will be determined by mutual consent. Payments, including fees and additional expenses (such as penalties and compensation for damages), will be processed through GL in accordance with the Terms and Conditions for Members and the Lender Agreement for Lenders, respectively.

11. Cancellation

Cancellations made by the Member for convenience will incur the following charges:

- Up to one week prior: Free
- 6 to 3 days in advance: 20%
- 2 days in advance: 50%
- 1 day in advance: 80%
- Same day: 100%

Please note that these charges do not apply if the vehicle is deemed unusable due to a vehicle malfunction or adverse weather conditions that affect safety, as determined by GL.

12. PICK-UP AND DROP-OFF TIMES

The Member agrees that the standard pick-up and drop-off times for the Shared Car will be between 8:00 AM and 8:00 PM, unless otherwise agreed upon by both parties. In the absence of such an agreement, a surcharge of 5,000 JPY per hour will be applied for any returns that exceed the agreed return time. If the Member fails to return the Shared Car by 10:00 PM, an extension fee will be charged for usage until 8:00 AM the following day.

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Japan.

14. DEPOSIT:

In some cases, a fully refundable deposit will be required prior to the return of the vehicle. This deposit will be refunded after the vehicle passes the inspection check, with any additional charges for excess kilometers deducted. The deposit amount shall be a minimum of 200,000 JPY and may vary depending on the vehicle rented. The Member will be informed in writing of the specific deposit amount for their rented vehicle prior to the rental.



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15. JURISDICTION:

Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court.

I have read and agree to all the terms set forward by Selected Owner in the above terms.

Signature

Car Sharing Member

Date

Car Lender's Proxy

THE GIFT LIFE Inc.

Date