

Car Share Agreement

This Car Share Agreement (this "Agreement") is hereby entered into by and between THE GIFT LIFE Inc.(the“GL”)and the Member. GL, as Proxy is in charge of managing all share cars from all Lenders on behalf of Selected Owner. The Member hereby acknowledge that by entering into this Car Share Agreement, the member agrees to abide by the Membership Eligibility Criteria of Club AWD.

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

The Member understand that this Car Share Agreement is contingent upon compliance with the terms and conditions outlined in the car sharing agreement and the membership agreements. GL hereby approve or grant the Member to share the car over the proposed time period in accordance with the terms set out in this car sharing agreement as well as the membership agreements. This is a sharing agreement between the Lender and the Member, with GL acting as Proxy in managing the agreement. GL certify the car has been maintained of safe and satisfactory standards and the fees associated are merely to cover the cost of ownership and are 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 SHAR

In accordance with the terms and conditions of this Agreement, GL agrees to share a car owned by the Lender (the "Shared Car") with the Member. In accordance with the Japan Road Transportation Act which prohibits the lease of a shared car on fee-basis this Car Sharing Agreement acts as a agreement for joint use between GL and a Member. In this regard, fees paid by the Member to GL under the Car Sharing Agreement is an allocation of expenses for use and maintenance of the vehicle, 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.

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 its use. In the case of damage to the Shared Car, including but not limited to tire puncture, scratches, whether caused by a third party or not, the Member's liability and responsibility for such damage shall be governed by Section 9. DAMAGE. The Member is responsible for the payment of repair fees or the insurance deductible, which will be deducted from the deposit as per Section 9. DAMAGE. However, in cases where the damage renders the Shared Car irreparable or significantly reduces its resale value, even after repairs, both parties agree to discuss the loss in good faith. The Lender shall fulfill all vehicle maintenance obligations as required by applicable laws or regulations, including daily maintenance checks under 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. You hereby agree 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 a shared car when deemed necessary for managing the car share service or for fulfilling contractual obligations, etc.

2 The Member may, in the event that the Company is required to disclose information recorded by the GPS function described in the preceding paragraph based on laws and regulations, or receive a disclosure request or disclosure order from a court, administrative agency, or other public institution. The Member agree that GL may disclose this to the extent necessary.

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 and it may cause irrevocable diminution in value of the subject Shared Car, unless such damages are caused without the Member's or the Shared Car driver's fault, the Member shall pay, as penalty (Iyakukin), the Lender following amounts:

- JPY 200,000, for any instance;
- The full amount of the security deposit, in the cases that an auto insurance purchased by the Lender is used for covering the damages; and
- JPY 30,000 per day for the period that the subject Shared Car is unavailable to use due to the damage.

For the avoidance of doubt, the amounts of penalty set above shall not be construed as the amounts of liquidated damages and any penalty payments shall not prevent the Lender from claiming for damages, which cannot be covered by such penalty payment, against the Member.

10. FEES

The Member and the Lender agree, based on mutual consent, that the amount of the fee for using the Shared Car under this agreement will be determined. Payments, including fees and other 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

Cancellation made by the member for the 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 vehicle malfunction or adverse weather conditions.

12. PICK-UP AND DROP-OFF TIMES

The Member agrees that the standard pick-up time and drop-off time for the Shared Car will be between 8:00 AM and 8:00 PM, unless otherwise agreed between the parties. In the absence of such an agreement, a surcharge of ¥5,000 per hour will be levied for returns that exceed the pre-agreed time. If the Member fails to return the Shared Car by 10:00 PM, the Member will be charged for an extension fee for use 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 charged prior to the return of the vehicle, and refunded upon passing the vehicle inspection check and minus any additional KM charge after. The deposit shall be at least 200,000 JPY and may vary depending on the vehicle rented. The member shall be informed in writing of the specific deposit amount for their rented vehicle prior to the rental.

15. JURISDICTION:

Any dispute arising out of 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