

Executed on 1<sup>st</sup> April, 2011

Revised 1<sup>st</sup> April, 2015

Revised 1<sup>st</sup> April, 2019

Revised 1<sup>st</sup> July, 2020

## **Conditions of Auction**

These Conditions of Auction set forth the particulars of transactions concerning the auction of works of art (“Auction”) to be conducted by SBI Art Auction Co., Ltd. (“SBI”). Persons who wish to purchase during the Auction (“Prospective Buyers”), sales consignors (“Sales Consignors”), and others to whom these Conditions of Auction apply (any of the foregoing includes legal entities), must comply with these Conditions of Auction. Participation in an Auction (including entry to Viewings, as defined in Article 3 Paragraph 1, and entering into sales consignment agreements (“Consignment Agreements”) for the works of art and other items agreed upon between Sales Consignors and SBI) constitutes participant’s agreement to these Conditions of Auction.

### **Part 1. Before the Auction**

#### **1. Lots**

SBI shall sell by Auction, in SBI’s own name, works of art and other items (hereinafter referred to as “Lots”) that have passed SBI’s screenings and are consigned for sale by Auction to SBI. Screenings shall be conducted at SBI’s discretion, and consignment of Lots may be refused. SBI shall not be responsible for publicizing screening standards and methods.

#### **2. Condition of Objects**

Because of their nature, Lots are not new, and accordingly, are sold in as-is condition. SBI bears no liability whatsoever for Lot stains, damage, or other defects or flaws.

#### **3. Viewing**

1. SBI may, at its sole discretion, hold exhibitions (“Viewings”) prior to Auctions to give Prospective Buyers an opportunity to examine Lots.
2. Persons who wish to attend a Viewing may be asked to present the identification.
3. SBI may refuse access to, or demand exit from, Viewings at its discretion without providing a reason. In such cases, speedy compliance shall be expected.
4. Prospective Buyers may observe and examine Lots at Viewings, but shall not do any of the following without SBI’s prior approval.

- a. Touching Lots or other exhibit items, walls, or cases
  - b. Photographing Lots
  - c. Eating, drinking, or smoking
  - d. Bringing animals to Viewings
  - e. Other actions forbidden by SBI
5. SBI shall not bear any liability whatsoever concerning the differences in the condition of the Lots between the time of the Viewing and delivery.
  6. SBI may, at its sole discretion, photograph or record the Viewing venue using video cameras or other equipment.

#### **4. Catalogs**

1. SBI shall produce and distribute catalogs (“Catalogs”) for use as a reference at Auctions.
2. Illustrations in Catalogs are to be used for reference purposes only, and are not an accurate representation of Lot characteristics such as color, shape, and condition (“Color, etc.”).
3. Descriptions and explanations stated in Catalogs (including the artist’s name, title, materials, restoration work, signature, size, year and place of production, appraisal, provenance, and literature) are investigated by SBI and are included only as a reference for Prospective Buyers.
4. A price estimate indicated in Catalogs (an upper amount and a lower amount are indicated in Japanese yen, but the amounts do not include SBI’s Premium, as defined in Article 10 Paragraph 1, or consumption taxes) is a price that SBI believes to be appropriate based on the current market for the Lots and other factors. These estimates are included only as a reference for Prospective Buyers. Actual auction sale prices may be more or less than the estimate. However, the Lots will not be sold for less than a minimum sale price specified in the Sales Consignment Agreement (the “Reserve Price”) unless otherwise agreed between SBI and a Sales Consignor.
5. Prospective Buyers shall bid on Lots based on their own judgment and at their own responsibility. SBI shall not bear any liability whatsoever regarding the information in Catalogs, including illustrations and descriptions, except when otherwise stated in these Conditions of Auction.

#### **5. Changes in Catalog Entries**

Descriptions and explanations in Catalogs are subject to change without notice. Such changes may be communicated by written postings at the site of an Auction or orally by an auctioneer (“Auctioneer”) immediately prior to the commencement of the Auction. SBI shall not bear any liability whatsoever concerning changes in the content of Catalogs.

## **Part 2. At the Auction**

### **6. Registration**

1. Prospective Buyers and their agents or messengers must register with SBI's membership program in advance, as specified by SBI. If registration is not done, they possibly may not be permitted to enter the venue of an Auction or participate in the bidding.
2. The registration can be done by the methods listed below.
  - a. Register the necessary information in the registration form on SBI website, and submit data regarding identification documents that are separately designated by SBI and data of a letter of proxy (in case of registration by an agent or messenger) to SBI via SBI website.
  - b. Obtain the registration form by the methods listed below and submit it along with identification documents that are separately designated by SBI. In case of registration by an agent or messenger, a letter of proxy must also be submitted. Documents may be submitted by mail, email, facsimile, or personal delivery at the site of an Auction.
    - i. Download the registration form from the SBI website;
    - ii. Request a registration form by telephone or email;
    - iii. Use the registration form distributed at a Viewing or at venue of an Auction; or
    - iv. Other methods specified by SBI.
3. SBI may refuse the registration described in the previous paragraph and access to the Auction by the persons who have registered with SBI's membership program, and may demand exit from the venue of the Auction, at its discretion without providing any reason. In such cases, speedy compliance shall be expected.

### **7. Paddles**

1. On the day of the Auction, after Prospective Buyers and their agents or messengers confirm specific auction methods and bidding conditions that are mentioned on the confirmation documents designated by SBI and sign such documents expressing agreement with the contents at the reception of the venue of the Auction SBI shall issue numbered paddles in exchange for the documents.
2. When an Auctioneer requests that Prospective Buyers hold their paddles up in an easily visible manner, Prospective Buyers shall immediately comply with the Auctioneer's instructions.
3. Prospective Buyers must be aware of their own paddle numbers at all times and must pay attention to the paddle numbers called out by the Auctioneer from time to time.
4. If a Prospective Buyer loses a paddle, they must immediately notify an SBI staff member at the venue of an Auction. When leaving the venue of an Auction at the end of or during the

Auction, Prospective Buyers must return their paddles.

5. Prospective Buyers must handle the paddles distributed to them at their own responsibility. SBI shall not be liable in case of damages incurred as a result of the transfer of a paddle to a third party or due to improper use.

## **8. Auction Method**

1. Auctions shall be conducted by an Auctioneer who receives increasing bid amounts for the item in question. Such bid amounts shall not include SBI's Premium, as defined in Article 10 Paragraph 1, or consumption taxes. If an Auctioneer determines that a bid amount is not appropriate for any reason, the Auctioneer may choose not to accept that bid.
2. SBI may, at its sole discretion, make bids on behalf of a Sale Consignor until the Reserve Price is reached or exceeded. Such bids may be made through an Auctioneer or by other methods at SBI's discretion.
3. SBI shall not release the Sale Consignor's name or the Reserve Price. However, this shall not apply when SBI decides, at its discretion, to release this information with the consent of the Sale Consignor.
4. Auctions shall be conducted in the order of the Lot numbers. However, SBI may, without prior notice, withdraw planned Lots from an Auction, divide multiple Lots with the same Lot number into multiple Lots, or consolidate Lots with multiple lot numbers into a single Lot for Auction, at its sole discretion.
5. Auctions shall be conducted at the discretion of the Auctioneer who shall determine the opening bid and the bid increment. Even if a Reserve Price is set, the opening bid shall not be bound by the Reserve Price, and the final sale price may be above or below the Reserve Price.
6. Multiple persons under the same account name shall not jointly make bids.
7. Bids shall be made at the venue of an Auction by raising one's paddle or gesturing (such as gesticulation, hand gesture, and facial expression). If a Prospective Buyer's bid is not noticed by the Auctioneer, they must take immediate action to attract the attention of the Auctioneer. SBI shall not be held responsible should an Auctioneer fail to recognize a bid.
8. An Auctioneer may, at its sole discretion, refuse to accept a bid without providing a reason.
9. Bids shall be deemed void in the following circumstances:
  - a. If a higher bid is made (including bids made by SBI on behalf of Prospective Buyers);
  - b. If an Auctioneer refuses to accept a bid;
  - c. If the bidding ends without reaching the Reserve Price; or
  - d. If the Auction is suspended.
10. An Auctioneer shall call out the highest bid price recognized and accepted by the Auctioneer

three or more times and shall then strike the hammer. When the Auctioneer strikes the hammer, a purchase and sale contract is formed between the person with the highest bid (“Successful Bidder”) and SBI for purchase of the Lots at that price (“Successful Bid Price”).

11. If the Prospective Buyer who made the highest bid withdraws the bid before the Auctioneer strikes the hammer, the Auctioneer may, at his discretion, designate the person who submitted the highest bid as the Successful Bidder or may designate the person who submitted the next highest bid as the Successful Bidder.
12. In the event of a dispute concerning the Auction, an Auctioneer may, at his discretion, resolve the dispute, and all concerned parties must comply with the decision of the Auctioneer.
13. SBI may, at its sole discretion, photograph or record the venue of an Auction using video cameras or other equipment.

#### **9. Absentee, Telephone, and Other Bidding Methods**

1. Submission and withdrawal of bids may be done by handwriting or fax or via SBI website or via telephone (hereinafter, such bid is referred to as “Absentee Bid”).
2. Submission and withdrawal of an Absentee Bid shall be performed using a form designated by SBI or via SBI website. If the forms do not include all or some of the required information, SBI may, at its discretion, determine that an Absentee Bid submitted or withdrawn is void.
3. Prospective Buyers may submit or withdraw an Absentee Bid by 5:00 PM (JPT) of the business day (here and hereafter, days other than Saturdays, Sundays, and days designated as holidays by the Law in Japan) (“Business Day”) immediately preceding the day of the Auction; however, SBI shall not be liable if the submission or withdrawal of bids is not performed at the Auction due to the communication in question not being received owing to issues with mail, fax communication lines, internet communication lines or other reasons.
4. Prospective Buyers who wish to submit or withdraw bids via telephone must submit the application designated by SBI latest by 5:00 PM (JPT) of the business day immediately preceding the day of the Auction. Immediately before the opening bid, SBI shall call the telephone number designated by the Prospective Buyer on the application form using a telephone installed at the site of the Auction and the Prospective Buyer may submit or withdraw bids via telephone. SBI shall not be liable if the submission or withdrawal of bids is not performed at the Auction because of disconnection of a phone call, mishandling of the telephone, or missed phone call, etc.
5. Only a limited number of telephones are installed at the site of an Auction. Hence, if many people wish to submit or withdraw bids by telephone, applications shall be accepted on a first-come first-served basis. In this case, SBI shall not be liable if the submission or withdrawal of bids by a Prospective Buyer with a lower ranking is not performed at the Auction.

6. SBI shall submit or withdraw bids at the site of an Auction on behalf of persons who submit or withdraw Absentee Bid. Such bids may be submitted or withdrawn by the Auctioneer or by other methods at SBI's discretion. Accordingly, persons who submit or withdraw Absentee Bid must grant to SBI the authority of engaging in the conduct specified in this paragraph. They shall be deemed to have consented, in advance, to act as agents for both the Consignment Seller and the person submitting or withdrawing bids, and to the possibility that other Prospective Buyers may first submit bids at the same price that SBI was to bid on the said person's behalf.
7. If the maximum bid by a person submitting Absentee Bid is higher than that of other submitting bids as well as the Reserve Price, the Successful Bid Price shall be the highest of the other bids or the Reserve Price, whichever is higher, plus the bid increment amount decided as appropriate by the Auctioneer (but no more than the maximum price indicated by the Absentee Bid), and that person shall be the Successful Bidder. In such cases, a purchase and sale contract shall be entered into (determining the Successful Bidder) in the same manner as a contract entered into at the site of an Auction.
8. If there are multiple bids of the same amount for the same Lots submitted by Absentee Bid, the first bid received by SBI shall have priority. If multiple valid bids with the same maximum amount are received at the same time, a decision shall be made at a later time by random selection.
9. SBI may, at its sole discretion, refuse submission or withdrawal of Absentee Bid without stating a reason. SBI shall not be liable even if the notice of refusal is not received by the party submitting or withdrawing Absentee Bid.
10. If descriptions or explanations in Catalogs are changed, the submission or withdrawal of Absentee Bid shall be deemed to have been made in accordance with the modified descriptions or explanations. SBI shall provide a notice of such changes to the reasonable extent, but it shall not be liable even if the notice of such changes is not received by a party submitting or withdrawing Absentee Bid.
11. If a party submitting Absentee Bid is a Successful Bidder, SBI shall promptly notify the party to that effect.

### **Part 3. After the Auction**

#### **10. Payment of Purchase Price**

1. The Successful Bidder must pay an amount equal to the total of the Successful Bid Price, 15.0% of the Successful Bid Price as fees ("SBI's Premium"), and consumption taxes on the SBI's Premium (the total is referred to as the "Purchase Price") to SBI.
2. The Successful Bidder must remit the Purchase Price within 10 Business Days from the day

of the Auction (referred to as the “Payment Period”) in Japanese yen by wire transfer to the bank account (the funds must be delivered within the Payment Period) designated by SBI. Remittance fees shall be borne by the Successful Bidder.

#### **11. Assumption of Risk and Transfer of Ownership**

1. The Successful Bidder shall assume the risk of destruction, loss, theft, damage, and defacement of the Lots and all other risks not attributable to SBI from the time of entering into the purchase and sale agreement (when the Auctioneer strikes the hammer, as per Article 8 Paragraph 10). The Successful Bidder shall not be released from the obligation of the payment of the Purchase Price.
2. After the Successful Bidder completes the payment of the Purchase Price (as defined in Article 12 Paragraph 2), SBI shall transfer the ownership of the Lots in question to the Successful Bidder when delivering the Lots.

#### **12. Delivery**

1. Immediately after the Auction, SBI shall deliver an invoice and a Shipping Instruction Form to the Successful Bidder via mail or email.
2. Within 20 days after the Successful Bidder completes the payment of the Purchase Price pursuant to the invoice (however, if the last day of this period is not a Business Day, then the following Business Day) (“Delivery Period”), the Successful Bidder must receive the Lots from SBI at their own expense. Such receipt constitutes SBI’s completion of the delivery of Lots to the Successful Bidder; however, if the Successful Bidder owes other financial obligations to SBI in addition to the Purchase Price (the Purchase Price and all other financial obligations owed to SBI are referred to as the “Purchase Price, etc.”), SBI shall not be required to deliver the Lots until the Purchase Price, etc. is paid in full.
3. In case of the preceding paragraph, SBI shall consider the person who comes to receive the Lots as the Successful Bidder or the Successful Bidder’s duly authorized agent or messenger after checking the identification document specified by SBI presented by the said person. SBI shall deliver the Lots after receiving a delivery receipt by the Successful Bidder or the Successful Bidder’s agent or messenger. SBI shall not be liable if damages are incurred during delivery of Lots to a third party, following the procedures specified in this paragraph.
4. Notwithstanding the provisions of the preceding two paragraphs, the Successful Bidder may choose to have the Lots shipped, and may instruct SBI to that effect by mailing a Shipping Instruction Form with the necessary information to SBI. In this case, SBI shall consider

- delivery to the Successful Bidder as complete at the time of the delivery of Lots to the Successful Bidder by a shipping company in accordance with the Shipping Instruction Form. When the Successful Bidder receives Lots from the shipping company, the Successful Bidder shall immediately issue a receipt with the signature or seal of the Successful Bidder affixed.
5. In case of the preceding paragraph, SBI shall consider the person who comes to receive the Lots as SBI's or the Successful Bidder's duly authorized shipping company after checking a proof of identification of the shipping company (documents to be specified separately by SBI) presented by the shipping company, and SBI shall send the Lots to the shipping company. SBI shall not be liable for damages are incurred during delivery of the Lots to a third party, following the procedures specified in this paragraph.
  6. SBI shall not be liable for accidents that occur after the completion of delivery of the Lots (such as destruction, loss, theft, damage, and defacement). Furthermore, SBI shall not be liable for accidents even when SBI selects the shipping company or packages the Lots in accordance with the Successful Bidder's wishes pursuant to instructions in the Shipping Instruction Form, regardless of the suitability of the shipping company or packaging. The Successful Bidder shall under its own responsibility and at its own expense insure the delivery of Lots and handle packaging, etc.
  7. Following the delivery of Lots, the Successful Bidder shall not make any claim to SBI regarding delivery of wrong Lots; however, if SBI delivers Lots different from the Lots that were won due to its mistake, it may request return of such Lots, and the Successful Bidder must comply with that request.

### **13. Expenses**

If the Successful Bidder is not able to receive the Lots during the Delivery Period, the Successful Bidder shall pay expenses necessary for storage and insurance of the Lots specified by SBI ("Expenses") from the end of the Delivery Period until the date of reception of the Lots.

### **14. Theft and Lost Lots**

1. If prior to the delivery of Lots to the Successful Bidder, SBI receives a demand for return of the Lots from a person who claims rightful ownership or SBI determines that the sale of the Lots is prohibited (including prohibition of possession) because the Lots were stolen, lost, inherited, or for any other reason, SBI may, at its sole discretion, cancel the purchase and sale agreement without any prior warning. In this case, SBI shall refund the Purchase Price if previously paid by the Successful Bidder without interest, and the Successful Bidder shall not make any demands for compensation or damages to SBI.
2. If a chief of police or other authority orders SBI to retain the custody of Lots pursuant to

Article 21 of the Antique Dealings Law and the last day of the retention period is after the last day of the Delivery Period, SBI shall not deliver the Lots until the end of the retention period. In this case, the phrase “within twenty (20) days from the date when the payment of the Purchase Price is completed” in Article 12 Paragraph 2 shall be read as “within three (3) days from the last day of the retention period ordered by the chief of police.” SBI shall not be liable for damages incurred due to the delayed delivery.

### **15. Non-performance of Financial Obligations by the Successful Bidder**

If the Successful Bidder does not pay the Purchase Price, etc., the following provisions shall apply.

1. The Successful Bidder must pay late payment fees amounting to 14.6% per annum on the unpaid amount of the Purchase Price (excluding consumption taxes).
2. If the Successful Bidder does not pay the Purchase Price, etc. even after a warning from SBI, SBI may, at its sole discretion, cancel the purchase and sale agreement; however, if the warning sent to the Successful Bidder is returned because the recipient is not present or not available or if the Successful Bidder refuses to accept the warning, SBI may, at its sole discretion, cancel the purchase and sale agreement without warning. The purchase and sale agreement shall be deemed to be canceled at the time that the notice of cancelation was sent to the Successful Bidder.
3. If the purchase and sale agreement is canceled pursuant to the preceding item, SBI may, at its sole discretion, put up the Lots for Auction again without setting a Reserve Price or may sell the Lots to a third party. In this case, if the amount received from such an Auction or sale is less than the Purchase Price as per the purchase and sale agreement, the Successful Bidder must pay to SBI the aggregate amount of a difference amount and late payment fees amounting to 14.6% per annum on the difference amount calculated from the day of the formation of the canceled purchase and sale agreement until the day that the proceeds from the Auction or sale are paid; however, if the amount received is greater than the Purchase Price under the purchase and sale agreement, the Successful Bidder shall not demand payment of the difference.

### **16. Guarantees of Authenticity**

1. SBI does not provide any warranty or guarantee regarding the authenticity of Lots. Any and all bidding by each Prospective Buyer need to be made solely on the Prospective Buyer’s own judgment and responsibility.
2. Notwithstanding the provisions of the preceding paragraph, if the name of the artist of the Lots is definitively stated in an SBI catalog, it is specified that SBI guarantees the authenticity of the Lots (excluding cases where the artist is in dispute, the artist is only

presumed to be a particular person, it is stated that the work belongs to a particular group, studio, school, etc, and the artist cannot be specifically identified), and it is later discovered that the item is not the work of that artist (excluding cases where the work is generally recognized as the work of the artist stated in the Catalog by academics and experts at the time of the Auction, it is determined that the item is not the work of the artist stated in the Catalog using scientific analysis methods not commonly available at the time of the Auction or using expensive investigation methods, and it is determined that the item is not the work of the artist stated in the Catalog through a method not normally used such as causing harm to the Lots or as a result of damage to the Lots), and SBI agrees with those facts and the conditions set forth in all of the following items are satisfied, SBI shall cancel the purchase and sale agreement upon request by the Successful Bidder and shall refund the Purchase Price in exchange for return of the work in question; however, SBI shall not bear any liability other than return of the Purchase Price and shall not pay any interest, damages, or compensation.

- a. The Successful Bidder makes a written demand to SBI indicating the date of the Auction, Lot number, and Successful Bid Price with convincing evidence that the item is not the work of the artist stated in the catalog within three years of the Auction and within three months (if the Consumer Contract Law applies, within one year) after the Successful Bidder learns that the item is not the work of the artist stated in the catalog.
- b. The Successful Bidder possesses full ownership rights of the Lots, transfers full ownership rights of the Lots to SBI, and delivers the Lots to SBI in the same condition as that at the time of the Auction.

#### **Part 4. Sales Consignment**

##### **17. Sales Consignment**

1. Persons who wish to consign Lots to SBI for sale at an Auction in SBI's name shall request consignment of the sales in accordance with these Conditions of Auction, as well as other Conditions of Auction concerning sales consignment specified separately.
2. The Sales Consignor warrants to SBI that it possesses full ownership rights to the consigned Lots or has the authority to consign the Lots for sale pursuant to full ownership rights.

##### **18. Reserve Price**

1. The Sales Consignor may set a Reserve Price in Japanese yen.
2. Except in cases where SBI and the Sales Consignor agree otherwise, if a Reserve Price is

- set, SBI shall not sell the Lots for a price less than the Reserve Price.
3. The Reserve Price shall not exceed the maximum valuation.
  4. Once a Reserve Price has been set, a Sales Consignor shall not change the Reserve Price without SBI's consent.

## **Part 5. General Provisions**

### **19. Revision of these Conditions of Auction**

SBI may revise these Conditions of Auction at its discretion. Persons and legal entities to which these Conditions of Auction apply shall comply with the revision. When SBI revises Conditions of Auction, SBI notifies on SBI website about the revisions made on the contents of Conditions of Auction, the contents of Conditions of Auction after revision and the date when those revisions become effective.

### **20. Prohibition of Assignment of Receivables**

Bidders at Auctions shall not assign their rights against or duties to SBI or their position under these Conditions of Auction, and shall not offer their rights or position as collateral to a third party without SBI's prior approval in writing (including electronic records).

### **21. Scope of Liability**

1. SBI shall not be liable to pay compensation for damages caused by a natural disaster, civil war, mayhem, or other unforeseeable circumstances not attributable to SBI.
2. In cases of loss, theft, damage, or defacement of Lot occurred due to intentional or negligent act or omission of SBI, where SBI is responsible for storage of the Lot, SBI shall be liable for damages up to the minimum appraised value of the Lot. However, the amount of damages shall not exceed the amount of actual insurance paid based on the liability insurance agreement entered into separately by SBI.
3. In cases other than those stipulated in the preceding paragraph, SBI shall not be liable for damages except in cases of willful and gross negligence. The extent of damages shall be limited to direct and ordinary damages.

### **22. Exclusion of Anti-Social Forces**

1. Prospective Buyers, Sales Consignors, and Successful Bidders agree that they and their members are not now, and have not been for the last five years, members of organized crime, quasi-members of organized crime, organized crime-related companies, corporate racketeers, political racketeers, special intellectual violent organizations, or other similar persons, and do not fall under any of the following categories, and promise that they shall

- not fall under any of the following categories in the future.
- a. To have a relationship in which it is deemed that organized crime members control the management;
  - b. To have a relationship in which it is deemed that organized crime members are effectively involved in the management;
  - c. To have a relationship in which it is deemed that organized crime is used unjustifiably such as for ensuring unjustified benefits to self or a third party or for inflicting harm to a third party;
  - d. To have a relationship in which it is deemed that funds or benefits are being provided to organized crime members;
  - e. To have a relationship in which an executive officer or a person effectively participating in the management is connected with organized crime, etc. in a socially reprehensible manner;
2. Prospective Buyers and Sales Consignors promise that they themselves or through third parties shall not engage in any of the activities set forth in the following items:
- a. Make violent demands;
  - b. Make improper demands in excess of legal responsibility;
  - c. Make threatening statements or actions or use threats in relation to business;
  - d. Spread rumors, use threats or fraud to harm SBI's reputation, or engage in conduct that interferes with SBI's operations; or
  - e. Engage in any conduct similar to that of the preceding items.
3. If SBI reasonably suspects that a Prospective Buyer or a Sales Consignor is in breach of any of the preceding items, SBI may, at its sole discretion, immediately and without warning, or other procedures, suspend all or some transactions with that party and may cancel all or some agreements with that party. SBI shall not be liable to explain or disclose the content and the basis of its reasonable suspicions to the party in question, and shall not bear any liability whatsoever even in the case where the party in question incurs damages as a result of or in relation to the suspension of transactions or cancellation of agreements.
4. If SBI incurs damages as a result of a breach of the conditions set forth in Article 22 Paragraphs 1 and 2 by a Prospective Buyer or a Sales Consignor, then that party shall be liable to pay compensation for damages to SBI.

### **23. Governing Law**

These Conditions of Auction shall be governed by the laws of Japan.

**24. Court of Agreed Jurisdiction**

The Tokyo District Court shall be the exclusive jurisdictional court of first instance with respect to all disputes concerning these Conditions of Auction.

This English translation of the original document in Japanese is provided for the convenience of participants; however, in the case of any discrepancy between the English and Japanese versions or any question of interpretation, the Japanese document shall control.