

## CONSIGNMENT AGREEMENT

Date of the Auction: MM DD, YYYY

Date : MM DD, YYYY

**(Sales Consignor)**

Address

Name

**(SBI Art Auction Co., Ltd. ("SBI"))**

Address

Name

TFT Bldg East Wing 7F,  
3-6-11 Ariake, Koutou-ku, Tokyo

SBI Art Auction Co., Ltd.  
Representative Director  
Shumpei Morita

The Sales Consignor and SBI hereby agree that, pursuant to the "Agreement on Sales Consignment," which is written on the second page of this document, and the most recent "Conditions of Auction" set forth by SBI, the Sales Consignor consigns to SBI the sale of works of art and other items ("Lots") indicated in the below "Lot Assignment" under SBI's own name at an Auction held by SBI, and SBI accepts this consignment. This consignment agreement (the "Consignment Agreement") is made and entered into between the Sales Consignor and SBI on the date set forth above. IN WITNESS WHEREOF, the Sales Consignor and SBI have filled in the required items on this Consignment Agreement and have executed the Consignment Agreement in duplicate by affixing their respective signatures or name and seals, and have each retained one copy.

Total number of the Lots	Total items	Sales Consignor Bank Account	
Total Reserve price	Total JPY	Bank Name	
Selling Commission	When the Successful Bid Price is lower than 100,000 JPY 10,000 JPY per Lot	Branch Name	
	When the Successful Bid Price is higher than or equal to 100,000 JPY % of the final bid price (*)	Account Number	
Selling Commission when the Lots are not sold	% of the reserve price	Sort/SWIFT/ABA	
V A T	% of the above commission		
Illustration Fee	Total JPY	Payee/Account Name	
Custody Fee (including insurance)	From [mm/dd/yyyy] to [mm/dd/yyyy] (xx days)		
	JPY		
a clause containing special policy conditions			

(\*) This Selling Commission rate is applicable to lots whose final bid price is not less than 100,000 yen.

## Lot Assignment

Item ID	Artist	Title	Size	Reserve	Estimate	Selling Expenses		
						C.F. ¥xxx E.R.F. ¥xxx E.C.A. ¥xxx	E.S. ¥xxx Advance payment ¥xxx	I.F.
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								

C.F.: Catalogue fee, E.R.F.: Expenses related to restoration and framing, E.C.A.: Expenses related to copyrights and authentication, E.S.: Expenses related to shipment  
 I.F.: If the hammer price is 450,000 yen or more, 3% of the hammer price (excluding tax) will be charged for illustration fee

## Agreement on Sales Consignment

The sales consignor indicated on the first page of this document ("Sales Consignor") must comply with this Agreement on Sales Consignment ("Agreement"). The "Conditions of Auction" within this Agreement shall refer to the most recent Conditions of Auction set forth by SBI Art Auction Co., Ltd. ("SBI") and be applied to auctions conducted by SBI ("Auction(s)") indicated on the first page of this document.

### 1. Sales Consignment

- The Sales Consignor consigns to SBI the sale of works and other items indicated on the first page of this document (including any attachments to this Agreement) ("Lot(s)") at an Auction according to this Agreement. SBI accepts this consignment and shall place the Lots for sale at an Auction using methods it determines to be appropriate.
- The Sales Consignor must warrant that the Sales Consignor has complete ownership rights for the Lots (or has all rights necessary for disposing of the Lots on consignment from an entity that has ownership rights), that the Lots are not being used as collateral for a third party, and that, once the Lots have been delivered to the person with the highest bid at an Auction ("Successful Bidder") at the completion of the Auction, the Successful Bidder can acquire complete ownership rights of the Lots.
- The Sales Consignor shall submit the Lots in advance for inspection and appraisal and gather and submit to SBI the materials to serve as the basis for descriptions and explanations in catalogs which SBI produces and sells for use as a reference at Auctions ("Catalogs").
- The Sales Consignor shall approve, and not object to, the valuation of Lots that SBI determines, sets, and lists in Catalogs (SBI shall list both upper and lower limits in Japanese yen in Catalogs; the amounts listed are exclusive of fees and consumption taxes on the fees).
- If SBI requests the appraisal of Lots at the Sales Consignor's expense, the Sales Consignor must comply with such requests. Further, SBI may, at its sole discretion, appraise Lots in which case the Sales Consignor must pay the approximate costs for the appraisal to SBI in advance. If the amount paid is less than the actual costs for the appraisal, the Sales Consignor shall speedily remit payment of the balance after completion of the appraisal.
- SBI has complete freedom as to the conduct of the consignment of Lots for sale. Even after entering into the Consignment Agreement, SBI may, at its sole discretion, delay the sale of the Lots at an Auction without noticing the Sales Consignor, or cancel all or a part of the Consignment Agreement at any time prior to the commencement of an Auction. If SBI delays the sale of the Lots at an Auction or cancels all or a part of the Consignment Agreement, the Sales Consignor shall not seek compensation for damages from, or make other demands to, SBI, and SBI shall not be obligated to return any costs and fees already paid by the Sales Consignor.

### 2. Fees

When a purchase agreement for Lots is entered into at an Auction, the Sales Consignor must pay fees as follows (nonetheless, if the fees indicated on the first page of this document are different from the following, then the fees indicated on the first page of this document shall be the applicable fee) and consumption taxes on this amount ("SBI's Fees") to SBI.

- When the sale price of Lots ("Successful Bid Price") is lower than 100,000 yen, fees shall be 10,000 yen.
- When the Successful Bid Price is higher than or equal to 100,000 yen, fees shall amount to 15% of the Successful Bid Price.

### 3. Reserve Price

- The Sales Consignor may, upon an agreement with SBI, set a minimum sale price, an amount not including SBI's Fees, ("Reserve Price") in Japanese yen, and shall indicate the Reserve Price on the first page of this document. The Reserve Price may not be more than the upper amount of the appraisal set by SBI.
- SBI shall not disclose Reserve Price to prospective buyers and shall not sell Lots for less than the Reserve Price except in cases where SBI and the Sales Consignor agree otherwise.
- Once a Reserve Price has been set, it may not be canceled or revised without the agreement of both the parties.
- In respect of a Lot with a Reserve Price, SBI may, at its sole discretion, solicit offers for the purchase of the Lot at a price less than the Reserve Price through the auctioneer or by other methods, and the Sales Consignor acknowledges that in advance.

### 4. Non-Disclosure of Name

SBI shall not disclose the Sales Consignor's name at an Auction or in Catalogs unless the Sales Consignor consents to such disclosure.

### 5. Catalog Listing Fees

- The Sales Consignor agrees and acknowledges that SBI may photograph and reproduce Lots without charge.
- The Sales Consignor consents to SBI's use of photographs and reproductions of the Lots provided by Sales Consignor (including photographs and reproductions by SBI) without charge. This consent shall remain in effect even if the Consignment Agreement is canceled.

### 6. Delivery of Lots

- The Sales Consignor must deliver the Lots to SBI at the place SBI has designated by the time the Consignment Agreement is entered into. The Sales Consignor shall pay all expenses necessary for delivering the Lots to SBI, and SBI shall not bear any liability whatsoever for destruction, loss, theft, damage, or defacement of the Lots prior to acceptance by SBI. Furthermore, if a person wishes to consign Lots for sale and delivers the Lots to SBI prior to entering into the Consignment Agreement for appraisal or other purposes, the Lots shall be considered to have been delivered to SBI when the Consignment Agreement is entered into.
- SBI shall deliver the Lots directly to the Successful Bidder when a purchase agreement concerning the Lots is entered into.
- SBI shall not be liable for destruction, loss, theft, damage, or defacement of Lots in SBI's custody due to causes not attributable to SBI.

### 7. Sales Consignor's Fees

The Sales Consignor must pay to SBI the Illustration fee, indicated on the first page of this document, insurance premiums under casualty insurance policies that SBI enters into separately with insurance companies, and other expenses ("Sales Consignor's Fees").

### 8. Cancellation of Sales Consignment

- The Sales Consignor may cancel the Consignment Agreement with the written agreement of SBI, provided that the cancellation of the Consignment Agreement shall not be made after 5 PM two business days (hereafter, "Business Days" refer to days other than Saturdays, Sundays, and days designated as holidays by the law in Japan) prior to the date of the Auction (if the Auction shall be held for more than one day, then the first day of the Auction).
- If the Sales Consignor cancels the Consignment Agreement pursuant to the preceding paragraph, the Sales Consignor must immediately pay the Sales Consignor's Fees as well as an amount equal to 20% of the set Reserve Price (if no Reserve Price was set, then the amount shall be set between the upper and lower valuations; if no Reserve Price or valuation was set, then the amount shall be assessed by SBI (if such amount exceeds the average amount of damages that SBI would incur provided in the Article 9, Item 1 of the Consumer Contract Act, then such amount.)) to SBI (the "Penalty").
- In the event the Sales Consignor cancels the Consignment Agreement, SBI shall not return Lots until the Sales Consignor completes the payment of the Penalty, the Sales Consignor's Fees and other obligations of the Sales Consignor to SBI.
- The provisions of Article 10 Paragraphs 2 through 4 shall apply mutatis mutandis to cancellation of the Consignment Agreement, and in such a case, the "date of the Auction" shall be read as the "date of cancellation of the Consignment Agreement" and the "Non-Completion Fees" shall be read as the "Penalty."

### 9. Payment of sales proceeds

- If a purchase agreement is entered into as the result of an Auction, except in the case specified in Paragraph 2 of this Article, within 35 days of the date of the Auction (if the Auction shall be held for more than one day, then within 35 days of the last day of the Auction, and further, if the last day of such a period is not a Business Day, then the following Business Day), SBI shall pay to the Sales Consignor the amount of the Successful Bid Price after deducting the SBI's Fees, and other obligations owed to SBI ("Payment Amount"). The Payment Amount shall be remitted to the Sales Consignor Bank Account indicated on the first page of this document. This shall apply mutatis mutandis to the payment set forth in the next Paragraph.
- If the Successful Bidder does not complete payment to SBI of the Successful Bid Price and other obligations owed to SBI ("Purchase Price") within the period specified in the preceding paragraph (including cases SBI agreed to grant the Successful Bidder a grace period for the Purchase Price), SBI shall pay to the Sales Consignor the Payment Amount within 35 days from actual receipt of payment of the Purchase Price from the Successful Bidder (in the event the last day of such a period is not a Business Day, then the following Business Day).
- If the Successful Bidder does not pay the Purchase Price to SBI within the payment period, SBI will collect the receivables as to the Successful Bid Price in its reasonable discretion having regard to Article 15 of the Conditions of Auction. In this case, the Sales Consignor shall pay all expenses necessary for collection of the receivables (upon request from SBI, the Sales Consignor must pay estimated expenses in advance.). SBI shall consult with the Sales Consignor as appropriate in regards to debt collection.
- If the Successful Bidder does not pay the Purchase Price to SBI within the payment period, SBI may, at its sole discretion, cancel the purchase agreement of the Lots. In this case, no purchase agreement shall be considered to have been entered into at the Auction in accordance with the following article, even if the Auction is conducted. After cancellation of a purchase agreement between the Successful Bidder and SBI, if the Sales Consignor wishes to again put the Lots up for sale at Auction, the Sales Consignor shall consult with SBI to determine how to handle the Lots.
- If a purchase agreement of a Lot is canceled, SBI may purchase the Lot from the Sales Consignor by remitting the Successful Bid Price for the Lot to the Sales Consignor.

### 10. Non-Completion of Sale

- If no purchase agreement is entered into even though an Auction is conducted, the Sales Consignor must pay to SBI an amount equal to 3% of a Reserve Price (if no Reserve Price was set, then the amount shall be between the upper and lower valuations; if no Reserve Price or valuation were set, then the amount shall be assessed by SBI; if such amount is different from the amount of "Selling Commission when the Lots are not sold" indicated in the first page of this document, then the amount of "Selling Commission when the Lots are not sold") as fee and consumption taxes on the fee ("Non-Completion Fees").
- In case of the preceding paragraph, the Sales Consignor must pay to SBI the Non-Completion Fees, the Sales Consignor's Fees and other obligations owed to SBI, and retrieve the Lots within 14 days (if the last day of this period is not a Business Day, then the following Business Day) of the day of the Auction (if a purchase agreement is considered not to have been entered into, the date on which the agreement is considered to not have been entered into). In such a case, the Sales Consignor shall pay all expenses for retrieving the Lots, and SBI shall not be liable for any accidents (destruction, loss, theft, damage, defacement, etc.) after the time of delivery (the time that SBI delivers the Lots to the Sales Consignor, Sales Consignor's agent or messenger, or a shipping company in the office of SBI). Further, SBI shall not be liable for accidents even if SBI selected the shipping company or packaged the Lots upon request from the Sales Consignor, regardless of the suitability of the shipping company or packaging.

- At the time of delivery of the Lots in the preceding paragraph, SBI shall consider the person who comes to retrieve the Lots to be the Sales Consignor or the Sales Consignor's duly authorized agent or messenger after checking the identification presented by the said person (identification documents specified separately by SBI). If the Sales Consignor has requested that delivery be made to a shipping company, SBI shall deliver the Lots to the shipping company after SBI has considered the person who comes to receive the Lots as SBI's or the Sales Consignor'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. SBI shall not be liable for damages incurred by the Sales Consignor resulting from a third party, other than the Successful Bidder, obtaining the Lots despite following the procedure stipulated in this paragraph.
- In the event the Sales Consignor does not retrieve Lots even after the period specified in Paragraph 2 of this Article, SBI shall, at its discretion, store the Lots according to the method it deems appropriate, and shall not bear any liability whatsoever for destruction, loss, theft, damage, or defacement of the Lots prior to retrieval by the Sales Consignor, except in the case of willful misconduct or gross negligence by SBI. SBI shall not be obligated to insure Lots during that period. If the Sales Consignor does not retrieve the Lots within three months from the date of the Auction, SBI may, at its sole discretion, sell the Lots, regardless of the Sales Consignor's intentions (even if a Reserve Price has been set, SBI shall not be bound by the Reserve Price and may, at its sole discretion, sell the Lots for less than the Reserve Price). In such a case, SBI shall pay to the Sales Consignor the balance of the sales proceeds after deducting the Non-Completion Fees, Sales Consignor's Fees, and other obligations owed to SBI (this shall not apply to instances where the total after deducting the Non-Completion Fees, Sales Consignor's Fees, and other obligations owed to SBI is less than 0 yen).

### 11. Refund of Purchase Price

In the event SBI refunds the Purchase Price pursuant to the Article 14 Paragraph 1 or Article 16 Paragraph 2 of the Conditions of Auction, the Sales Consignor shall not make any objections concerning SBI's determination regarding the refund, and if the Sales Consignor has received the Payment Amount, then the Sales Consignor must immediately pay to SBI the amount paid by SBI within 10 days from the day after SBI issues a payment invoice. If the Sales Consignor has not received the Payment Amount, the Sales Consignor must pay to SBI the Sales Consignor's Fee and any other debt or obligations within 10 days after SBI issues a payment invoice.

### 12. Late Payment Fees

If the Sales Consignor does not pay any obligation or debt under this Agreement on the relevant payment due date, the Sales Consignor must pay late payment fees amounting to 14.6% per annum on the unpaid amount (excluding the amount of the consumption tax (if any)) from the day after the payment due date until the day of payment.

### 13. Release from Duty of Performance

SBI shall not be liable to the Sales Consignor for the duty of performance specified in the body of Article 553 of the Commercial Code.

### 14. Prohibition of Assignment of Receivables

The Sales Consignor shall not assign or transfer rights, duties, or position under this Agreement and shall not offer such as collateral.

### 15. Liability of the Sales Consignor

The Sales Consignor shall compensate SBI for any damages incurred by SBI (including, without limitation, attorneys' fees, and special or indirect damages) if the Sales Consignor placed Lots for sale at an Auction by making a false statement as to the fact that the Sales Consignor does not have the rights to transfer the complete ownership rights of the Lots to the Successful Bidder or by concealing a dispute over the ownership rights of the Lots with a third party, or if such damages are attributable to the Sales Consignor.

### 16. Liability of SBI

- SBI shall not be liable to compensate the Sales Consignor for damages due to natural disaster, civil war, chaos, or other unforeseeable circumstances outside the control of SBI.
- SBI shall provide compensation to the Sales Consignor in cases where SBI is under a duty to store the Lots, and said Lots are subjected to destruction, loss, theft, damage, or defacement occurred due to intentional or negligent act or omission of SBI. SBI shall compensate for such damage or defacement, and the amount of compensation for damages shall be limited to the amount of insurance payment actually paid to SBI based on an insurance contract between SBI and an insurance company, or the minimum value of the Lots, whichever is lower.
- Other than in the case specified in the preceding paragraphs, SBI shall not be liable for any damages unless such damages are caused by willful misconduct or gross negligence of SBI. Even in the case of willful misconduct or gross negligence of SBI, the extent of the liability of SBI shall be limited to direct and ordinary damages, and shall not include indirect damages such as lost income or emotional damages.

### 17. Governing Law

This Agreement shall be governed by the laws of Japan.

### 18. Court of Agreed Jurisdiction

The Tokyo District Court shall be the exclusive court of jurisdiction in the first instance with respect to all disputes concerning this Agreement.

### 19. Matters Not Specified in This Agreement

In the event of any matters not specified in this Agreement, the parties shall engage in good-faith negotiations to reach a resolution.

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

Sales \_\_\_\_\_ SBI Art Auction Co., Ltd : \_\_\_\_\_

Print name : \_\_\_\_\_ Date signed: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Date signed: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_